

AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING CONTRACT
UE26-04-10 – GROUNDWATER & LEACHATE SAMPLING WITH
TEKLAB, INC. IN AN AMOUNT NOT TO EXCEED \$243,103.00
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, by the previous action, the Specifications Committee approved specifications for Contract UE26-04-10 – Groundwater & Leachate Sampling for the Office of Public Utilities, and

WHEREAS, as described in said specifications, an advertisement for bids for Contract UE26-04-10 was placed, and

WHEREAS, Teklab, Inc. submitted the low bid with the base bid of \$233,103.00, and

WHEREAS, this Ordinance also includes a \$10,000.00 field modification allowance in addition to the base 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. UE26-04-10.

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 Teklab, Inc. for Contract UE26-04-10 – Groundwater & Leachate Sampling in an amount not to exceed Two Hundred Forty-Three Thousand One Hundred Three Dollars and No Cents (\$243,103.00) for the Office of Public Utilities.

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

Section 3. The payment to Teklab, Inc. for the total maximum amount of Two Hundred Forty-Three Thousand One Hundred Three Dollars and No Cents (\$243,103.00) from Account No. 102-400-FD-7715-1218 is hereby authorized, approved, and directed.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 5-14-25
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: Teklab, Inc.

CONTRACT AMOUNT: \$233,103.00 base / \$10,000.00 Field Modification Allowance

TYPE OF AWARD: Low Bid / UE26-04-10

PRIOR ORDINANCE INFORMATION:

Most recent contract: Ord. 255-06-22, UE23-04-31, Teklab, Inc., approx. 2 yrs., \$97,430.00, Low bid. Ordinance 037-02-24, funding increase of \$35,000.00 due to the requirement in sampling of additional wells. Ord. 299-08-24 for an extension of 1 year and additional funding \$70,477.00 (for a grand total of \$202,907.00 under this contract).

INFORMATION:

This Ordinance accepts Contract UE26-04-10 in an amount not to exceed \$243,103.00 with Teklab, Inc. for laboratory services for groundwater and leachate sampling and analysis at the Flue Gas Desulfurization (FGDS) Sludge disposal facility as required by Illinois Environmental Protection Agency (IEPA) operating permit. The base bid on the contract is for \$233,103.00, and this Ordinance includes an additional \$10,000.00 field modification allowance, bringing the total ordinance request to \$243,103.00. The completion of the sampling is expected within two years.

There were three bidders on this contract; one local vendor and two non-local vendors. Teklab Inc. is not a local vendor, and they supplied the lowest bid even when the local vendor preference was applied.

2025-214

CONTRACT NAME: Groundwater & Leachate Sampling

CONTRACT NO: UE26-04-10

DEPARTMENT: Environmental Health & Safety

DATE: May 8, 2025



		# of Samples	ECS Midwest		Teklab, Inc.		CEC, Inc.	
			Springfield, IL		Collinsville, IL		St. Charles, MO	
Leachate Analysis	List 1	4	\$750.00	\$3,000.00	\$751.50	\$3,006.00	\$680.50	\$2,722.00
Groundwater Analysis	List G1	112	\$269.50	\$30,184.00	\$284.50	\$31,864.00	\$247.50	\$27,720.00
Groundwater Analysis	List G2	28	\$350.00	\$9,800.00	\$445.25	\$12,467.00	\$387.50	\$10,850.00
Groundwater Analysis	List G3	14	\$984.50	\$13,783.00	\$723.00	\$10,122.00	\$897.50	\$12,565.00
Groundwater Analysis	List G20	264	\$428.00	\$112,992.00	\$483.50	\$127,644.00	\$387.50	\$102,300.00
Electronic Submittal	Quarterly	8	\$1,000.00	\$8,000.00	\$0.00	\$0.00	\$2,400.00	\$19,200.00
Field Sampling FGDS Unit 2	Quarterly	8	\$16,750.00	\$134,000.00	\$3,000.00	\$24,000.00	\$8,150.00	\$65,200.00
Field Sampling CCR Surface Impoundments	Quarterly	8	\$23,450.00	\$187,600.00	\$3,000.00	\$24,000.00	\$8,650.00	\$69,200.00
5% Local Vendor Preference:			Total:	\$499,359.00	Total:	\$233,103.00	Total:	\$309,757.00
Evaluated Total:				Local		\$11,655.15		\$15,487.85
				\$499,359.00		\$244,758.15		\$325,244.85

Recommend Award of Bid to Teklab, Inc., low evaluated 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: **April 15, 2025**
Fax: 217-789-2207

Contract Index No: **UE26-04-10**
Contract Name: **Groundwater & Leachate Sampling**
Pre Bid Meeting: **N/A**
Bid Security: **N/A**

Bid opening Due Date: 2:00 P.M. Central Time USA Thursday, May 8, 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: Teklab, Inc.

Contact Name: Kelly A. Klostermann

Vendor Address: 5445 Horseshoe Lake Road, Collinsville, IL 62234

Vendor E-Mail: kklostermann@teklabinc.com

Phone: 618-920-2534 Fax: 618-344-1005

2025-214

PRICE PAGE
GROUNDWATER & LEACHATE SAMPLING

The undersigned Bidder proposes to perform all work which includes assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Contract and to furnish all bonds, supervision, labor, materials, equipment, services, and insurance, supervision, labor, materials, equipment services, and technical direction indicated or specified to satisfactorily perform the above referenced Contract for the consideration stated hereinafter as follows:

		<u># OF SAMPLES</u> <u>(for 8 quarters)</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
1.	Leachate Analysis (List 1)	4	\$ <u>751.50</u>	\$ <u>3,006.00</u>
2.	Groundwater Analysis (List G1)	112	\$ <u>284.50</u>	\$ <u>31,864.00</u>
3.	Groundwater Analysis (List G2)	28	\$ <u>445.25</u>	\$ <u>12,467.00</u>
4.	Groundwater Analysis (List G3)	14	\$ <u>723.00</u>	\$ <u>10,122.00</u>
4.	Groundwater Analysis (List G20)	264	\$ <u>483.50</u>	\$ <u>127,644.00</u>
5.	Electronic Submittal	8 quarters	\$ <u>0.00</u>	\$ <u>0.00</u>
6.	Field Sampling FGDS Unit 2 Landfill	8 quarters	\$ <u>3,000.00</u>	\$ <u>24,000.00</u>
7.	Field Sampling CCR Surface Impoundments	8 quarters	\$ <u>3,000.00</u>	\$ <u>24,000.00</u>
TOTAL:			\$ <u>233,103.00</u>	

NOTE: Sample quantities are for cost evaluation purposes only. CWLP reserves the right to submit additional samples at the above prices, if necessary.

2025-214

ORDINANCE FACT SHEET

DATE OF 1st READING: 5/20/25

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: \$243,103.00

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

CONTRACTOR / VENDOR NAME: Teklab, Inc. VENDOR NO: T0012001

CONTRACT TERM: 2 yrs. approx. 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 Ord. 255-06-22

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1	102	400	FD	7715	1218
2					\$243,103.00
3					
4					

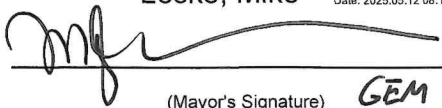
Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

STAFF ANALYSIS

AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING CONTRACT UE26-04-10 – GROUNDWATER & LEACHATE ANALYSIS WITH TEKLAB, INC. - 2 YRS / LOW BIDDER, includes a \$10k field modification allowance.

FUNDS CHECK BY: Cavanaugh, Rachel H. Digitally signed by Cavanaugh, Rachel H.
Date: 2025.05.12 08:08:59 -05'00'DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown
Date: 2025.05.12 07:53:35 -05'00'CITY PURCHASING AGENT: Lesko, Mike Digitally signed by Lesko, Mike
Date: 2025.05.12 08:14:19 -05'00'

SIGN OFF:


(Mayor's Signature) GEM

Date: _____

Date: _____

Date: _____

Ramona Metzger

Digitally signed by Ramona Metzger
Date: 2025.05.12 11:04:18 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2025-214

AN ORDINANCE AUTHORIZING ADDITIONAL FUNDING IN THE AMOUNT OF \$25,000.00
FOR A TOTAL AMOUNT NOT TO EXCEED \$50,000.00 TO BAXTER & WOODMAN, INC. TO
PROVIDE EXPERT WITNESS SERVICES IN THE U.S. CENTRAL DISTRICT COURT OF
ILLINOIS, CASE NO. 23-CV-3250, CURRAN-GARDNER TOWNSHIPS PUBLIC WATER
DISTRICT, SANGAMON COUNTY, ILLINOIS V. CITY OF SPRINGFIELD, ILLINOIS
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, pursuant to a previously approved OBM Fact Sheet (NB26-13U), the City authorized the execution of a Professional Service Contract in the amount of \$25,000.00 with Baxter & Woodman, Inc. ("Baxter & Woodman") to serve as expert witnesses in litigation proceedings involving Curran-Gardner Townships Public Water District, and

WHEREAS, the case is ongoing and additional expert witness services are being rendered, it is necessary to increase the amount by \$25,000.00 for a total amount not to exceed \$50,000.00 to Baxter & Woodman, for their ongoing services and

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

WHEREAS, all other terms and conditions of the Engagement Letter authorized by OBM Fact Sheet shall remain in full force and effect.

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. That the City Council hereby authorizes additional funding not to exceed Twenty-Five Thousand Dollars and No. Cents (\$25,000.00) to Baxter & Woodman for expert witness services in the ongoing U.S. Central District Court of Illinois, Case No. 23-CV-3250, Curran-Gardner Townships Public Water District, Sangamon County, Illinois v. City of Springfield, Illinois.

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

Section 3. The Office of Budget and Management is hereby authorized and directed to pay Baxter & Woodman in a total amount not to exceed Fifty Thousand Dollars and No Cents (\$50,000.00) from 101-400-F-6279-1217, in accordance with the terms of the agreement.

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

PASSED: _____, 2025

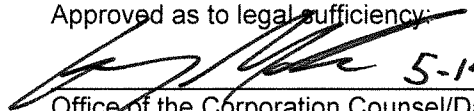
SIGNED: _____, 2025

RECORDED: _____, 2025

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 5-14-25
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

2025-215

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: Baxter & Woodman, Inc.
CONTRACT AMOUNT: \$25,000.00 additional / \$50,000.00 total
TYPE OF AWARD: Professional Service

PRIOR ORDINANCE INFORMATION:

OBM Factsheet NB26-13U, \$25,000.00

INFORMATION:

Previously, an OBM Fact Sheet authorized a professional service agreement (NB26-13U) with Baxter & Woodman, Inc. ("Baxter & Woodman") to serve as the City's Expert Witness in the *Curran-Gardner Townships Public Water District, Sangamon County, Illinois v. City of Springfield, Illinois*, Case No. 23-2350 pending in the U.S. District Court for Central District of Illinois. Baxter & Woodman was hired through our legal counsel in this case, Barnes & Thornburg LLP (Ordinance 355-09-24). Per the firm's policy, expert witness services shall be paid directly by the defendant (City of Springfield).

Baxter & Woodman will provide professional consulting services and will act under the law firm's direction as to the scope of work, which will consist of collecting and analyzing facts in above case and may also involve providing expert opinions and testimony on behalf of the City of Springfield. Douglas R. Snyder will be the principal Baxter & Woodman consultant assigned to this case, and he is very well qualified to provide expert witness services in such matters.

This Ordinance authorizes additional funding in the amount of \$25,000.00 for a total amount not to exceed \$50,000.00 as the case is still ongoing and additional expert witness services will be needed.

COPY

2025-215

- ☐ 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 #1846

ORIGINATOR: Deborah Williams / Todd LeFountain	DATE: 3/7/25
OFFICE REQUESTING: Regulatory Affairs Division / Water Department	CONTACT PERSON: Michelle Carlisle
TYPE OF CONTRACT: Professional Service	PHONE NUMBER: 789-2116 x 2626
CONTRACT INDEX #: NB210-1311	FISCAL IMPACT: 25,000.00

DESCRIPTION / JUSTIFICATION:

To provide expert witness services for the Office of Public Utilities in the U.S. Central District Court Case No. 23-CV-3250, Curran-Gardner Townships Public Water District, Sangamon County, IL v. City of Springfield, IL

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

Invoice, Email from Corp. Counsel approval for hiring expert & going the OBM Fact sheet route, Signed Agreement letter from Baxter & Woodman to Barnes & Thornburg (who are our legal counsel in this case).

CONTRACTOR / VENDOR NAME: Baxter & Woodman		VENDOR NO: TBD
CONTRACT TERM: Until Completion	CHANGE IN SCOPE: ☐ YES ☒ NO	ADDITIONAL AMOUNT: N/A
CONTRACT AMOUNT:\$ 25,000.00	CHANGE ORDER # : N/A	PREVIOUS ORDINANCE #s
METHOD OF PURCHASE ☐ LOW BID ☐ SOLE SOURCE		ISD APPROVAL (IF REQUIRED) ☐ YES ☒ NO
☐ ONLY BID ☒ PROFESSIONAL SERVICE		PURCHASING AGENT APPROVAL REQUIRED ☒ YES ☐ NO
☐ GRANT FUNDED ☐ JOINT PURCHASING		
☐ OTHER ☐ REQUEST FOR PROPOSAL		

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

EXPENDITURE			
FUND	AGENCY	ORG	AMOUNT
101	100	B 5012	25,000.00

DEPARTMENT DIRECTOR: Deborah Williams	DATE: 3-7-25
FUNDS CHECKED BY: DC	DATE: 3-7-25
CITY PURCHASING AGENT: [Signature]	DATE: 3/11/25
OBM DIRECTOR: [Signature]	DATE: 3/11/25

COMMODITY CODE:

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

COPY

Carlisle, Michelle

From: Capranica, Dakota
Sent: Friday, March 7, 2025 12:39 PM
To: Carlisle, Michelle; Kerfoot, Benjamin R.; Cavanaugh, Rachel H.
Subject: RE: Review / Approval - CWLP OBM - Baxter & Woodman #1846
Attachments: 1846.pdf

Approved

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

From: Carlisle, Michelle <Michelle.Carlisle@cwlp.com>
Sent: Friday, March 7, 2025 12:36 PM
To: Kerfoot, Benjamin R. <Benjamin.Kerfoot@cwlp.com>; Capranica, Dakota <Dakota.Capranica@cwlp.com>; Cavanaugh, Rachel H. <Rachel.Cavanaugh@cwlp.com>
Subject: FW: Review / Approval - CWLP OBM - Baxter & Woodman #1846

For your review.

From: Brown, Doug <Doug.Brown@cwlp.com>
Sent: Friday, March 7, 2025 12:33 PM
To: Carlisle, Michelle <Michelle.Carlisle@cwlp.com>
Subject: FW: Review / Approval - CWLP OBM - Baxter & Woodman #1846

approved

Regards, Doug

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

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

From: Carlisle, Michelle <Michelle.Carlisle@cwlp.com>
Sent: Friday, March 7, 2025 12:20 PM
To: Brown, Doug <Doug.Brown@cwlp.com>
Subject: Review / Approval - CWLP OBM - Baxter & Woodman #1846

For your review.

2025-215



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

MEMORANDUM

TO: Michelle Carlisle

FROM: Anthony Quinones – Central Purchasing

DATE: March 10, 2025

SUBJECT: Professional Services Determination

I have reviewed the OBM Fact Sheet to Baxter & Woodman for professional services to provide expert witness services in the U.S. District Court Case No. 23-CV-3250 in an amount not to exceed \$25,000.00 for CWLP – Office of Public Utilities / Regulatory Affairs Division / Water Department.

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.

COPY

2025-215

BARNES & THORNBURG LLP

Christine Skoczylas
(312) 214-5613
christine.skoczylas@btlaw.com

One North Wacker Drive, Suite 4400
Chicago, IL 60606-2833 U.S.A.
(312) 357-1313
Fax (312) 759-5646
www.btlaw.com

December 9, 2024

Via Email: DWold@baxterwoodman.com

Derek J. Wold, P.E.
Executive Vice President
BAXTER & WOODMAN
8678 Ridgely Road
Crystal Lake, IL 60012

Re: *Curran-Gardner Townships Water District v. City of Springfield*
Case No. 23-2350 (C.D. Ill.)

Dear Mr. Wold:

This letter sets forth the agreement between Baxter & Woodman ("Baxter" or "You") and Barnes & Thornburg LLP ("Barnes & Thornburg") to serve as a consultant to Barnes & Thornburg, regarding water supply capacity and municipal water service in the case entitled *Curran-Gardner Townships Water District v. City of Springfield*, Case No. 23-2350 pending in the U.S. District Court for the Central District of Illinois (the "Case"). Barnes & Thornburg has requested that Baxter provide professional consulting services related to the above captioned Case and will act under Barnes & Thornburg's direction as to the scope of your work, which will consist of collecting and analyzing facts in this Case and may also involve providing expert opinions and testimony on behalf of the City of Springfield. Any opinions offered shall be based solely on Your judgment. Your work will be treated as confidential and privileged under applicable laws until such time when You may be disclosed as a testifying expert.

Douglas R. Snyder will be the principal Baxter & Woodman consultant assigned to this Case. Mr. Snyder will be compensated for consulting services at a rate of \$260 per hour and will be reimbursed for reasonable out of pocket expenses incurred as part of Your engagement. Mr. Snyder's testifying rate, if his testimony is required, is \$450 per hour. Baxter & Woodman shall provide invoices to Barnes & Thornburg. Barnes & Thornburg shall review them and provide the invoices to City of Springfield for payment. You acknowledge and agree that City of Springfield shall be solely responsible for the payment of all services and reimbursement of expenses for work performed on this Case.

You further acknowledge that you will not disclose to any third parties any Confidential Information obtained in the course of providing services in this Case unless Barnes & Thornburg or City of Springfield expressly consents to such disclosure.

Atlanta California Chicago Delaware Indiana Michigan Minneapolis Ohio Raleigh Salt Lake City Texas Washington, D.C.

Mr. Wold
December 9, 2024
Page 2

If these terms meet with Your approval, please sign and return a copy of this Agreement.

Best regards,

BARNES & THORNBURG LLP



Christine E. Skoczylas

ACKNOWLEDGED and AGREED to:

BAXTER & WOODMAN

By: 
Derek J. Wold

Date: 

BARNES & THORNBURG LLP

COPY

Douglas R. Snyder, PE

Vice President of Water Resources



EDUCATION

M.S., Civil Engineering
Marquette University, 1995
B.S., Civil Engineering,
University of Wisconsin –
Platteville, 1988

Joined Firm in 2001

Years of Experience: 36

REGISTRATIONS

Licensed Professional
Engineer: Illinois, Wisconsin

Certified Wisconsin
Wastewater Operator –
Advanced Grade:
Phosphorus Removal
Activated Sludge
Disinfection
Laboratory

Certified Wisconsin Water
Operator – Grade 1
Distribution
Groundwater
Iron Removal
Zeolite Softening

ASSOCIATIONS

ASCE
Water Environment Federation

BAXTER & WOODMAN

Doug is one of our senior engineers who provides engineering services to those municipalities that do not have their own full-time staff engineer. He also serves as the technical lead on larger projects managed by others. He has a broad technical background and can manage most aspects of projects. His areas of expertise are water and wastewater system planning and design, construction, and operation. He also performs building design and structural studies for the projects he manages. He works directly with the public governing bodies and their administration with monthly reports, necessary planning reports, plan reviews, yearly budgeting, and capital improvements planning; much of the work requires immediate attention with tight deadlines. He also serves as an appointed commissioner and Secretary for the Walworth County Metropolitan Sewerage District (5 MGD Average Day Flow); this facility provides sewage collection and treatment for 10 surrounding municipal entities. Doug also performed part-time wastewater operations and maintenance in the mornings and on weekends for at least 16 hours per week for the last 20 years at the Western Racine County Sewerage District and the Lyons Sanitary District. Many of the representative projects listed below are for clients Doug has providing repeat service to for the last 25 years.

REPRESENTATIVE PROJECTS

WISCONSIN

Burlington, WI

Operational Evaluation and Alternatives Study and Compliance Plans

Project Manager for preparing an operational evaluation for phosphorus removal and a review of feasible alternatives for compliance with potential phosphorus limits in accordance with the WPDES permit. The project included a review of existing performance, an evaluation of the wastewater treatment facility, preparation of a sludge management summary, and review of potential source reduction options. Also assisted the City with preparing the renewal application for the WPDES permit.

Burlington, WI

Water Treatment and Storage Study and Well 11 Treatment

Project Manager for a water treatment and storage analysis of a system that utilizes various ground storage reservoirs and booster pumps at each well facility to fill a centralized standpipe at night. It was determined that converting the existing system to a more conventional gravity elevated storage option would cost approximately the same as repainting and repairing the existing facilities. Baxter & Woodman also determined that ion exchange softening would be the most suitable treatment solution to remove radium and strontium, while also conditioning the water without causing a discharge issue at the City wastewater plant. Future work was to include a full water system computer model after the existing utility maps are converted to GIS format.

Delavan, WI

Lake Lawn Lift Station

Planning and design of a submersible lift station for the City that included above grade valves, emergency power, sewage grinding, sewage sampling, and metering.

Also included was an additional planning report that outlined the upgrades necessary for each of the six lift stations that discharge to the common force main system that is owned and operated by WalCoMet, the regional wastewater treatment facility, and included a hydraulic analysis of the system for current average and peak flows, 10-year future flow, and 20-year future flow.

Delavan, WI

Well No. 5 Water Treatment Facility Improvements

Construction Engineer for water treatment facility repair and rehabilitation to the City's Well No. 5 Water Treatment Facility including aeration, filtration, and chemical feed.

Delavan, WI

Well No. 6 Radium Compliance Improvements

Project Manager for planning, pilot study, design, and construction for a hydrous manganese oxide feed system at the City's Edward Street Water Treatment Facility. The project included the permitting necessary for the WalCoMet Pretreatment Ordinance associated with the radium waste.

Delavan Lake Sanitary District, WI

South and East Side Wastewater Collection Study

Preparation of a planning study for future sanitary sewer service to 7,700 acres of undeveloped property and included an addendum associated with a single 2200 acre development.

Delavan Lake Sanitary District, WI

East Side Water Supply and Distribution Study

Project Manager for the preparation of a planning study that was to provide municipal water service to approximately 4,700 acres of undeveloped property and included an addendum for a single 2,200 acre development.

Delavan Lake Sanitary District, WI

Lake Prairie Business Park

Project Manager for the design of sanitary sewer and water supply facilities that were to serve the business park and a much larger service area upstream of the development. The plan included options for another metered connection to WalCoMet, the regional wastewater treatment facility.

Delavan Lake Sanitary District, WI

Lift Station Condition Study

Project Manager for the inventory and made recommendations for mechanical, structural, and electrical repair and upgrade of each of the District's 13 sewage lift stations.

Delavan Lake Sanitary District, WI

Lift Station No. 7 Improvements

Project Manager for the planning, design, and construction for electrical and mechanical modifications that eliminated confined space issues and provided access to the existing station.

*While working for others

BAXTER & WOODMAN

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Elkhorn, WI

Water Supply Capital Improvements Plan

Project Manager for the preparation of a planning report with an update that outlined the necessary improvements for a 15-year period and assigned yearly budget costs to each improvement.

Elkhorn, WI

Well 5 Pump Replacement

Project Manager for the planning, design, and construction of new pumping equipment. The planning phase included an evaluation of the aquifer and an estimate of the hydraulic interference with two adjacent wells.

Elkhorn, WI

Water Quality and Engineering Study

Project Manager for the preparation of a planning report, which included an evaluation of the water quality and engineering aspects of the water supply and distribution system, and satisfied a WDNR Consent Order. The study contained recommendations for necessary immediate and long-term water supply improvements.

Elkhorn, WI

Water Supply Well No. 8

Project Manager for the planning, design, and construction of an 1800-foot-deep municipal water supply well. The planning also included an evaluation of alternatives for treatment.

Elkhorn, WI

Lakeland Treatment Facility Expansion

Project Manager for the planning, design, and construction of an 800gpm expansion of an iron filtration and sodium zeolite softening water treatment facility.

Elkhorn, WI

Chlorination System Improvements

Project Manager for the planning, pilot study, design, and construction of sodium hypochlorite feed systems at two water treatment facilities to remove ammonia from the drinking water supply.

Elkhorn, WI

East Side Water Supply and Distribution Study

Project Manager for the planning study for a municipal water system to serve approximately 1,800 acres of undeveloped property. The study included a hydraulic analysis.

Grafton, WI

11th Avenue Lift Station Upgrade

Design and construction of a submersible lift station that included above grade valving, emergency power, and metering. Also included was an additional planning report showing a possible future upgrade of the station.

Howard, WI

Expert witness for a flow metering lawsuit against a rendering facility customer.

Lyons, WI

Project Manager to provide sanitary district contract assistance to the Town.

Oak Creek Water and Sewer Utility, WI

South 15th Avenue Water Main Improvements

Client Services Manager for the Utility's South 15th Avenue Water Main Improvements consisting of installing approximately 1,100-feet of water main. The purpose of the new water main was to provide a second water main feed to the Northbrook Subdivision area.

Oak Creek Water and Sewer Utility, WI

East Forest Hill Avenue Water Main Replacement

Client Services Manager for the replacement of approximately 1,100-linear feet of water main with new 8-inch water main, replacement of two fire hydrant assemblies, replacement of two mainline valves, and pavement improvements. The project also consisted of topographic survey and obtaining permits from Wisconsin Department of Natural Resources and City of Oak Creek.

Oak Creek Water and Sewer Utility, WI

27th Street Utility Relocations

Client Services Manager for the project, which included the relocation or adjustment of water and sanitary sewer utilities along South 27th Street (STH 241) from Drexel Avenue north to College Avenue.

Oak Creek Water and Sewer Utility, WI

South 13th Street Water and Sanitary Sewer System Modifications

Client Services Manager for the relocation of fire hydrants, adjustment of sanitary sewer manholes, and various utility adjustments to accommodate the reconstruction of South 13th Street from Drexel Avenue to Rawson Avenue.

Paddock Lake, WI

Wastewater Treatment Plant Facility Plan and Expansion

Project Advisor for the facilities planning for the expansion of and improvements to the Paddock Lake wastewater treatment plant. The plant was expanded in Phase I from an average capacity of 0.50mgd to 0.75mgd by de-rating the existing activated sludge process to 0.30mgd and constructing a new 0.45mgd activated sludge treatment train. In Phase II, an additional 0.45mgd expansion was constructed that increased the ultimate plant capacity to 1.20mgd. An effluent quality of 5mg/L BOD5 and 10mg/L TSS was achieved by constructing oversized secondary clarifiers. The plant improvements also included fine screening, a new raw sewage pumping station, new oxidation ditch and secondary clarifiers, new chemical feed building, new RAS and intermediate pumping stations, new aerobic digesters, and new mechanical sludge thickening and storage facilities.

Paddock Lake, WI

Water System Planning

Project Manager for the preparation of two planning reports: one for a west side water system and the other for a Village-wide water system, including the supply and distribution facilities necessary for each system.

Paddock Lake, WI

Chemical Feed System – Well Nos. 1 and 2

Project Manager for the design and construction of phosphate and sodium hypochlorite chemical feed systems at the existing well to provide temporary treatment of iron and disinfection.

Paddock Lake, WI

Water Supply Well Nos. 3 and 4

Project Manager for the planning, search, design, and future construction of two sand and gravel wells with buildings. The search included geophysical testing to locate the bedrock and the sand and gravel formation, and test borings to determine the hydraulic properties and the water quality from the sand and gravel formations.

Pell Lake Sanitary District, WI

Well Capacity Study

Project Manager for the preparation of a planning report outlining the alternatives to increase capacity of two existing sandstone wells and the improvements necessary to upgrade the capacity of an existing sodium zeolite softening barium removal water treatment facility.

St. Benedict's Abbey, WI

Water System Study

Project Manager for the planning, design, and construction of two .75gpm sand and gravel wells and well building and the demolition of the existing water supply system.

Somers, WI

52nd Avenue and 16th Place Sanitary Sewer Rehabilitation

Project Manager for the rehabilitation of five sanitary sewer segments along 52nd Avenue and three segments along 16th Place by the installation of cured-in-place pipe (pipe lining). Building laterals were lined from the sewer mains to the buildings. The goal of the project was to reduce the amount of inflow and infiltration within the sanitary sewer system and reduce the loading on the lift station at 45th Avenue.

Union Grove, WI

Wastewater Treatment Plant Expansion

Project Advisor for the design of the 2.0mgd expansion of the Union Grove WWTP. The facilities were designed to facilitate future upgrades to produce an effluent quality of 5mg/L BOD5, 10mg/L TSS. The expansion included new fine screening, raw sewage pump replacement, extended aeration, secondary clarification, effluent metering, and mechanical sludge thickening facilities. Existing structures were converted for aerobic digestion and liquid sludge storage.

Union Grove, WI

Water System Master Plan and Well No. 6 Design

Project Manager for analyzing long-term water supply needs, creating a current computer model, and preparing a five-year capital improvement plan. Baxter & Woodman conducted a water treatment, storage, and distribution analysis for the system and concluded that the Village should obtain additional supply by drilling another well (Well No. 6) at the Well No. 4 site, determined the pumping rate from Well No. 6 based on the ability of the existing facility to remove radium and strontium, and abandoning Well No. 4. The Village's computer model of the distribution system had not been updated since 2002, so the model was updated with

**While working for others*

BAXTER & WOODMAN.COM

improvements made after 2002, and additional fire flow testing and model calibration was conducted. The model was used to help outline distribution improvements to increase fire flows to the appropriate areas and to assist in the siting of a future replacement elevated storage tank.

Union Grove, WI

Water Distribution System Analysis

Project Engineer for the development of a WaterGEMS water model in order to identify and prioritize future water distribution system projects. The creation of a WaterGEMS water model utilized existing WaterCAD water model data, along with existing water system GIS data.

Union Grove, WI

TID No. 4 Improvements

Project Engineer for the preparation of a planning study that outlined the water supply and wastewater collection facilities necessary to serve the proposed Tax Incremental District No. 4 and that quantified sewage flows to the existing wastewater treatment plant during extreme rain events

Union Grove, WI

Department of Public Works Building

Project Engineer for the preparation of preliminary planning for a 120-foot x 170-foot storage and shop facility.

Union Grove, WI

Water Treatment Facilities

Project Engineer for the planning, design, and construction of sodium zeolite radium removal water treatment facilities at three well sites.

Union Grove, WI

Well Pump Replacements – Well Nos. 3 and 4

Project Engineer for the design and future construction of pump repairs and pump replacements at two Village wells.

Union Grove, WI

Maple Grove Lift Station

Project Engineer for the planning, design, and construction of a submersible lift station that included above ground valving, emergency power, and metering.

Union Grove, WI

13th Avenue Lift Station

Project Engineer for the design and construction of pump modifications at an existing wetwell/drywell lift station.

Union Grove, WI

Sludge Handling Tank Cover

Project Engineer for the planning, design, and construction of improvements necessary to place a dome structure on an existing sludge handling tank. Included special considerations for ventilation of a generator room, decanting provisions for the tank, and ventilation for the dome structure.

Union Grove, WI

Various Projects

- Preparation of a preliminary planning for a 120-foot x 170-foot Department of Public Works storage and shop facility.
- Plan review of High School Drainage Improvements
- Project Engineer for design of Main Street Water & Sewer Improvements
- Storm sewer planning report that provided an independent review of another consultant and also provided an additional option that would reduce short- and long-term costs by 50%.

Waterford, WI

Water Treatment Plant Study and Water Service to Rochester

Project Manager for evaluation of Village's long-term water supply needs and recommended needed modifications to the existing facility to prevent issues experienced providing water during the previous drought months. Baxter & Woodman's services included:

- An evaluation of the water usage and peak water needs for the Village
- Development of a detailed computer model of the distribution system calibrated with fire flow tests
- Development of a planning report suitable for construction authorization approval from the WPSC
- Development of a feasibility study to provide water service to Rochester
- Site investigation and permitting for Well No. 6

Waterford, WI

Racine Street Reconstruction

Project Advisor for the reconstruction of Racine Street, Center Street, North Street, River Street, and the Village Hall parking lot. Final design included road reconstruction, storm sewer, sanitary sewer, and water main improvements. Mainline sanitary sewer and laterals were also included, as well as curb and gutter and sidewalk replacement. Permitting and agency coordination were necessary with DNR and WisDOT. Improvements were funded locally, but coordination was necessary with WisDOT to tie into two future adjacent DOT projects.

Waterford, WI

Third Street Reconstruction

Client Services Manager for the reconstruction of Third Street from Main Street to the south end of the pavement improvements proposed under the WisDOT Fox Isle Drive bridge replacement project, including curb and gutter, and removal and replacement of sidewalk and driveway approaches.

Waterford, WI

Storm Sewer West of Bike Trail

Project Manager for the planning report that provided an independent review of another consultant and also provided an additional option that would reduce short- and long-term costs by 50%.

Waterford, WI

Seventh Street Lift Station Analysis

Project Manager for the planning report that provided and compared options for the replacement of an undersized and worn lift station.

**While working for others*

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Waterford, WI

Village Hall Emergency Generator

Project Manager for design of a 100kW natural gas emergency generator and transfer switch, foundation, and gas and electrical connections.

Waterford, WI

2011-2015 Street Improvement Programs

Project Manager for design and construction of the Village's annual street improvement projects.

Williams Bay, WI

Capital Improvement Program

2011-2012 Annual Street Improvements

Theatre Road Reconstruction

- Project Manager for development of the Capital Improvement Program.
- Design and Construction Manager for 2011-2012 Annual Street Improvement projects.
- Construction Project Manager for Theatre Road Reconstruction.

Williams Bay, WI

Water System Master Plan

Project Manager for recalibration of the Village's computer model, including conducting fire flow testing and adjusting the computer model based on the test data. The Master Plan Report replaced the previous 1993 Study and provided an update on the existing information. The report also determined the remaining water capacity from the current supply and treatment system. A concept plan was provided to show how to control chlorine residuals in the distribution system affected by ammonia in the source water. Alternate methods for disposal of solids from the treatment system were investigated. A concept plan future expansion of the supply and treatment system was provided.

Williams Bay, WI

Shared-Use Path Phase 1A

Design and Construction Manager for a combination asphalt and limestone on-road/off-road path to help limit bicycle traffic in the Village's busiest and most dangerous intersection. Baxter & Woodman provided grant assistance, wetland delineation, route planning, design, and construction engineering services for the combination asphalt and limestone recreational path. The project was awarded two WDNR grants (recreational trails and parks) that covered more than 50% of the project cost. The project required numerous regulatory approvals, including wetland fill and Chapter 30 from WDNR and WDOT.

ILLINOIS

Fox River Water Reclamation District, IL

Wastewater Treatment Facility Building

Project Engineer for the design of a ventilation system for sludge heat exchanger replacement.

Geneva, IL

Wastewater Treatment Plant Phase II Improvements

Structural and Mechanical Design Engineer for various components, including the influent pump station, sludge storage building, and centrifuge building. The raw

**While working for others*

BAXTERWOODMAN.COM

pump station included the addition of three submersible pumps, a line screen, and odor control treatment.

McHenry, IL

Water Tower No. 4 Study

Project Engineer for the preparation of a preliminary design study outlining the available sites and styles for Water Tower No. 4. Also included a specialized evaluation showing the properties contained within the shadow of a water tower during different times of the year.

Wheaton Sanitary District, IL

Excess Flow Pump Station and Screening Facility

Project Engineer for the design of a 2,500gpm excess flow submersible sewage pumping station and screening facility. The facility removed sewage from the sewer, screened the particles, and stored the sewage until the wastewater treatment facility had the capacity to treat the flow.

STRUCTURAL DESIGNS

WISCONSIN

Delavan, WI

Salt and Cold Storage Building

Design and Construction Manager for the Town's pre-engineered, wood frame, 5,900-square foot building with metal siding and concrete foundation, which included plumbing, ventilation, and electrical.

Delavan Lake Sanitary District, WI

Weed Equipment Storage Building

Project Manager or Project Engineer for:

Caledonia, WI*

Elevated Water Storage Tank

The 0.75mg concrete composite elevated tank was construction using new AWWA/ACI composite tower recommendations.

Delavan, WI*

Concrete Composite Elevated Water Storage Tank

The City's 1.0mg elevated water storage tank was the first concrete composite tank in Wisconsin. The design included ground lighting for architectural enhancement. Doug also completed a logo alternatives study.

Jefferson, WI*

Elevated Water Storage Tank

The project consisted of the design and construction of a 0.75mg concrete composite elevated water storage tank. Doug completed a study of style alternatives, as well as logo alternatives. The tower was located at the former tower site.

Jefferson Water Utility, WI*

Doug previously served as Engineer for the Jefferson Water Utility for 10 years. He completed the 12-inch water main extension to St. Coletta, Well No. 5 improvements, the North Water Tower, and the previous Water System Master Plan.

Lake Geneva, WI*

Concrete Composite Elevated Water Storage Tank

Project consisted of the design and construction of a 1.5mg concrete composite elevated water storage tank. Unusual features of the tank included a fire station in the tank's base and a second floor storage area. The tank design won the 1997 Wisconsin Association of Consulting Engineers Grand Award.

New Berlin, WI

Elevated Water Storage Tank

The 0.75mg concrete composite elevated water storage tank was designed, bid, and constructed on a fast track. The tank was designed and bid with three style alternatives, of which composite was selected. The project also included special fill/discharge pipe provisions.

Sturtevant, WI

Concrete Composite Elevated Water Storage Tank

Project consisted of the design and construction of a 0.75mg concrete composite elevated water storage tank. The project was unusual in that it incorporated a base floor and two intermediate storage floors. Doug also completed a logo alternatives study, from which three different style alternatives were bid.

OPERATIONS

Operations Assistance

Doug actively provides operations assistance, including various forms of risk assessment to the following communities:

- Jefferson
- Union Grove
- Williams Bay
- Elkhorn
- Lake Como
- Paddock Lake
- Bloomfield
- Somers

ILLINOIS

Carpentersville, IL

Water Treatment Facility Upgrade

Elwood, IL

Deer Run Industrial Park, Water and Wastewater Improvements

Structural design associated with Well Houses 9 and 10.

Douglas R. Snyder, PE
Page 11 of 11

Itasca, IL
Designed an elevated walkway through a nature conservancy. The walkway included a deep foundation system.

Midwest Engineering
Punch Press Foundation for VanDyke Industries

Shorewood, IL
Design of park shelter

Wheeling, IL
Pedestrian Bridge
Study, design, and construction for an enhanced pedestrian bridge overpass over State Highway 68.

Woodstock, IL
Water Treatment Facility Upgrade

REPRESENTATIVE PROJECTS—SOME WHILE WORKING FOR OTHERS

Act as Staff Principal/Engineer	Drinking Water Treatment Facilities	Sewer Collection System Studies
Director of Engineering, Public Works, City of Chicago, IL (1997-2001)	Chicago, IL (1997-2001)	Chicago, IL (1997-2001)
Senior Engineer, City of Chicago, IL (2001-2003)	Chicago, IL (2001-2003)	Chicago, IL (2001-2003)
Senior Engineer, City of Chicago, IL (2003-2005)	Chicago, IL (2003-2005)	Chicago, IL (2003-2005)
Senior Engineer, City of Chicago, IL (2005-2007)	Chicago, IL (2005-2007)	Chicago, IL (2005-2007)
Senior Engineer, City of Chicago, IL (2007-2009)	Chicago, IL (2007-2009)	Chicago, IL (2007-2009)
Senior Engineer, City of Chicago, IL (2009-2011)	Chicago, IL (2009-2011)	Chicago, IL (2009-2011)
Senior Engineer, City of Chicago, IL (2011-2013)	Chicago, IL (2011-2013)	Chicago, IL (2011-2013)
Senior Engineer, City of Chicago, IL (2013-2015)	Chicago, IL (2013-2015)	Chicago, IL (2013-2015)
Senior Engineer, City of Chicago, IL (2015-2017)	Chicago, IL (2015-2017)	Chicago, IL (2015-2017)
Senior Engineer, City of Chicago, IL (2017-2019)	Chicago, IL (2017-2019)	Chicago, IL (2017-2019)
Senior Engineer, City of Chicago, IL (2019-2021)	Chicago, IL (2019-2021)	Chicago, IL (2019-2021)
Senior Engineer, City of Chicago, IL (2021-2023)	Chicago, IL (2021-2023)	Chicago, IL (2021-2023)
Senior Engineer, City of Chicago, IL (2023-2025)	Chicago, IL (2023-2025)	Chicago, IL (2023-2025)
Senior Engineer, City of Chicago, IL (2025-Present)	Chicago, IL (2025-Present)	Chicago, IL (2025-Present)

ORDINANCE FACT SHEET

DATE OF 1st READING: 05-20-25

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: 25,000.00

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

CONTRACTOR / VENDOR NAME: Baxter & Woodman, Inc.

VENDOR NO: VC*8771

CONTRACT TERM: - Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$25,000.00 original amount - \$25,000.00
(Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one)

☐ Low Bid ☒ Other: PS
☐ Low Bid Meeting Specs ☐ Exception: PS
☐ Low Evaluated Bid Code Provision: 38.42

Previous Ord #'s OBM

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	400	F	6279	1217	25,000.00
2						
3						
4						

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

NB26-13U OBM Fact sheet, engagement letter

STAFF ANALYSIS

To provide expert witness services for the Office of Public Utilities in the U.S. Central District Court Case No. 23-CV-3250, Curran-Gardner Townships Public Water District, Sangamon County, IL v. City of Springfield, IL - additional funding is required.

FUNDS CHECK BY: Dakota Capranica Digitally signed by Dakota Capranica Date: 2025.05.12 11:41:51 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown Date: 2025.05.12 11:27:45 -05'00'

Date: _____

CITY PURCHASING AGENT: Lesko, Mike Digitally signed by Lesko, Mike Date: 2025.05.12 13:58:34 -05'00'

Date: _____

SIGN OFF: 

(Mayor's Signature)

Ramona Metzger

Digitally signed by Ramona Metzger Date: 2025.05.13 13:45:58 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2025-215

AN ORDINANCE AUTHORIZING THE PURCHASE OF A FORD RANGER TRUCK FROM MORROW BROTHERS FROM A STATE CONTRACT IN AN AMOUNT NOT TO EXCEED \$40,112.00 AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE \$10,112.00 AMOUNT, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves the purchase of a 2025 Ford Ranger Crew Cab 4x4 Truck from Morrow Brothers, and

WHEREAS, this van is for the Lake Services Department and will be used for the Construction Division, and

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

WHEREAS, the Office of Public Utilities is requesting a supplemental appropriation in the amount of \$10,112.00 from the 2022 Auto Loan (Ordinance No. 279-07-22) proceeds to the 101-200-JAAC-4692-1502 expense line in order to fully fund that expense line and cover the cost of this purchase, 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 the purchase of a Ford Ranger Crew Cab 4x4 Truck from Morrow Brothers in an amount not to exceed Forty Thousand One Hundred Twelve Dollars and No Cents (\$40,112.00) and also, hereby authorizes a supplemental appropriation from 2022 Auto Loan proceeds to the Water Divisions' Lake Services' account line 101-200-JAAC-4692-1502, in the amount of Ten Thousand One Hundred Twelve Dollars and No Cents (\$10,112.00).

Section 2. 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 3. The Office of Budget and Management is hereby authorized and directed to effectuate said supplemental appropriation.

Section 4. The payment to Morrow Brothers for the total maximum amount of Forty Thousand One Hundred Twelve Dollars and No Cents (\$40,112.00) from Account Nos. 101-200-JAAC-4692-1502 and 102-200-JAAC-3842-1502 is hereby authorized, approved, and directed.

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 Clerk.

PASSED: _____, 2025

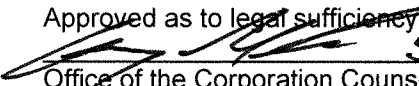
SIGNED: _____, 2025

RECORDED: _____, 2025

MAYOR

ATTEST: _____

Approved as to legal sufficiency.

 5-14-25
Office of the Corporation Counsel/Date
Requested by the Office of Public Utilities/Mayor Buscher

2025-216

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: Morrow Brothers

CONTRACT AMOUNT: \$40,112.00

TYPE OF AWARD: Joint Purchase (State) & Supplemental Appropriation

PRIOR ORDINANCE INFORMATION:

n/a

INFORMATION:

This ordinance authorizes the purchase of a 2025 Ford Ranger Crew Cab 4x4 Truck in an amount not to exceed \$40,112.00, with Landmark Ford, Inc. ("Landmark"). The State of Illinois solicited bids for various trucks and other vehicles and allows municipalities to share in the bulk cost savings by ordering off of such contracts. This new van will be used by the Painter crew with the Construction Division of the Lake Services Department. This vehicle replaces a 2010 Ford Ranger truck.

The Office of Public Utilities is also requesting a supplemental appropriation in the amount of \$10,112.00 from the auto loan to fund to the 101-200-JAAC-4692-1502 expense line to assist in the purchase of said vehicle; \$30,000.00 is already available in the expense line.

Morrow Brothers is not a local vendor.



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

MEMORANDUM

TO: Michelle Carlisle
Office of Public Utilities

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: May 6, 2025

SUBJECT: Joint Contract Purchasing Determination

I have reviewed the Ordinance Fact Sheet with Morrow Brothers Ford Inc., for the purchase of a new Ford Ranger 4x4 at a unit cost of \$40,112.00 for the Office of Public Utilities, Lake Services Construction.

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

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



WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • GREENFIELD IL 62044

(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

April 9, 2025

Kirk Johnson, Superintendent
CWLP-Lake Services Construction
C: 217-553-2856 | O: 217-757-8660
E: Kirk.Johnson@cwlp.com

We propose the following for your consideration.

1-NEW 2025 FORD Ranger Crew Cab 4x4

To include the following optional equipment:

YZ Oxford White Exterior
55J 120V/400W Outlets
MBF4 WeatherTech Floor Liners
KWR 3rd Key with Remote
ION 4 Corner LED Warning
LIC New M License/Title
DGA Deliver to CWLP
All other standard equipment

Illinois Contract # 21-416-CMS-P-29479

Illinois Government Price \$40,112.00

Let me know if you have any questions.

Thank you,

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

Customer Acceptance: _____

GEM

Date of Acceptance: _____

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

2025-216

ORDINANCE FACT SHEET

DATE OF 1st READING: 05-20-25

OFFICE REQUESTING: Office of Public UtilitiesCONTACT PERSON: Michelle CarlislePHONE NUMBER: x-2626EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: 40,112.00SUGGESTED TITLE: Authorize purchase / item(s) / vendor / dollar amount / requesting Supplemental Appr. from Auto loan to expense line for Office of Public UtilitiesCONTRACTOR / VENDOR NAME: Morrow Brothers

VENDOR NO: _____

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: JPCode Provision: 38.50(1)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	Auto	Loan			10,112.00
2					
3					
4					

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	101	200	JAAC	4692	1502	25,112.00
2	102	200	JAAC	3842	1502	15,000.00
3						
4						

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

Quote from Morrow Brothers

STAFF ANALYSIS

Purchase of a 2025 Ford Ranger Crew Cab 4x4 Truck for Lake Services, Construction Dept. via a State Contract.

Authorizing a supplemental appropriation from the Auto Loan funds to expense line 101-200-JAAC-4692-1502 in the amount of \$10,112.00.

FUNDS CHECK BY: Dakota CapranicaDigitally signed by Dakota Capranica
Date: 2025.05.06 08:21:36 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Doug BrownDigitally signed by Doug Brown
Date: 2025.05.05 16:01:10 -05'00'

Date: _____

CITY PURCHASING AGENT: Lesko, MikeDigitally signed by Lesko, Mike
Date: 2025.05.06 10:56:06 -05'00'

Date: _____

SIGN OFF: _____


(Mayor's Signature) **GEM**

Ramona Metzger

Digitally signed by Ramona Metzger
Date: 2025.05.06 15:02:03 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2025-216

AN ORDINANCE AUTHORIZING THE PURCHASE OF A FORD CARGO VAN FROM LANDMARK
FORD, INC. FROM A STATE CONTRACT IN AN AMOUNT NOT TO EXCEED \$65,262.00 AND
AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE SAME AMOUNT,
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves the purchase of a 2025 Ford Transit T-350 Cargo Van from
Landmark Ford, Inc. ("Landmark"), and

WHEREAS, this van is for the Lake Services Department and will be used for the Construction
Division, and

WHEREAS, in accordance with the provisions of Section 38.50 of the City Code, the Purchasing
Agent has determined that this contract is not subject to sealed competitive bidding because it is a joint
purchase under State of Illinois contract BOSS4-B-28544, and

WHEREAS, the Office of Public Utilities is requesting a supplemental appropriation in the amount
of \$65,262.00 from the 2022 Auto Loan (Ordinance No. 279-07-22) proceeds to the appropriate expense
line in order to cover the cost of this purchase, 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 the purchase of a Ford
Transit T-350 Cargo Van from Landmark in an amount not to exceed Sixty-Five Thousand Two Hundred
Sixty-Two Dollars and No Cents (\$65,262.00) and authorizes a supplemental appropriation from 2022
Auto Loan proceeds to the Water Divisions' Lake Services' account line 101-100-JAAC-4692-1502, in the
same amount.

Section 2. 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 3. The Office of Budget and Management is hereby authorized and directed to
effectuate said supplemental appropriation.

Section 4. The payment to Landmark for the total maximum amount of Sixty-Five Thousand Two
Hundred Sixty-Two Dollars and No Cents (\$65,262.00) from Account No. 101-200-JAAC-4692-1502 is
hereby authorized, approved, and directed.

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 Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

MAYOR

ATTEST: _____

Approved as to legal sufficiency.

 5-14-25
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: Landmark Ford Inc.

CONTRACT AMOUNT: \$65,262.00

TYPE OF AWARD: Joint Purchase (State) & Supplemental Appropriation

PRIOR ORDINANCE INFORMATION:

n/a

INFORMATION:

This ordinance authorizes the purchase of a 2025 Ford Transit T-350 Cargo Van in an amount not to exceed \$65,262.00, with Landmark Ford, Inc. ("Landmark"). The State of Illinois solicited bids for various trucks and other vehicles and allows municipalities to share in the bulk cost savings by ordering off of such contracts. This new van will be used by the Construction Division of the Lake Services Department and will be replacing a 2008 E250 van.

The Office of Public Utilities is also requesting a supplemental appropriation from the auto loan to fund the purchase of said vehicle.

Landmark Ford is a local vendor.



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

MEMORANDUM

TO: Michelle Carlisle
Office of Public Utilities

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: May 6, 2025

SUBJECT: Joint Contract Purchasing Determination

I have reviewed the Ordinance Fact Sheet with Landmark Ford Inc., for the purchase of a new Ford Transit T-350 at a unit cost of \$65,262.00 for the Office of Public Utilities, Lake Services Construction.

The State of Illinois Joint Purchasing Contract Number is #BOSS-4-B-28544.

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

Quote

Landmark Ford Inc.

You Always Do Better At Landmark

DATE: April 8, 2025

2401 Prairie Crossing Drive
Springfield, IL. 62711
Phone: 217 862 5253
Fax: 217 862 5316

Quote For: CWLP-KIRK JOHNSON

2025 FORD TRANSIT T-350 CARGO VAN BOSS 4-B-28544 STATE CONTRACT	\$49,197.00
MEDIUM ROOF & 148 WB	2,600.00
EXTERIOR BACK UP ALARM	185.00
DUAL BATTERIES	295.00
110 OUTLET/400 WATT	475.00
DAYTIME RUNNING LIGHTS	45.00
VINYL FLOOR FRONT AND REAR	245.00
FRONT OVERHEAD SHELF	75.00
SYNC 4 AM/FM RADIO WITH 12" DISPLAY	930.00
FRONT AND REAR STROBES	995.00
2 ADDITIONAL KEYS	75.00
REVERSE SENSING SYSTEM	295.00
DELIVERY	295.00
LIC & TITLE-M PLATE	175.00
LARGE CENTER CONSOLE	195.00
OXFORD WHITE/GRAY VINYL INTERIOR	-
VAN PARTITION WITH WINDOW	2,160.00
BASIC SHELVING FOR 148WB	4,070.00
SINGLE DROP DOWN LADDER RACK	2,955.00
	\$65,262.00
Make all checks payable to Landmark Ford Inc. If you have any questions concerning this quote, please contact Marcia Wegman 217-862 -5253 e-mail marcia.wegman@landmarkauto.com THANK YOU FOR YOUR BUSINESS	
Sub total	65,262.00
OTHER	
TOTAL	\$65,262.00

2025-217

ORDINANCE FACT SHEET

DATE OF 1st READING: 05-20-25

CONTACT PERSON: Michelle Carlisle

OFFICE REQUESTING: Office of Public Utilities

PHONE NUMBER: x-2626

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

FISCAL IMPACT: 65,262.00

SUGGESTED TITLE: Authorize purchase / item(s) / vendor / dollar amount / requesting Supplemental Appro. from Auto loan to expense line for Office of Public Utilities

CONTRACTOR / VENDOR NAME: Landmark Ford Inc.

VENDOR NO: _____

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

Code Provision: 38.50(1)

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	Auto	Loan			65,262.00
2					
3					
4					

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	101	200	JAAC	4692	1502	65,262.00
2						
3						
4						

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

Quote from Landmark

STAFF ANALYSIS

Purchase of a 2025 Ford Transit T-350 Cargo van for Lake Services, Construction Dept. via a State Contract.
Authorizing a supplemental appropriation from the Auto Loan funds to the proper expense line.

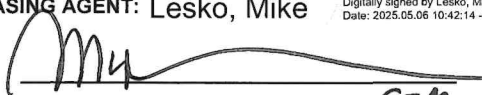
FUNDS CHECK BY: Dakota Capranica

Digitally signed by Dakota
Capranica
Date: 2025.05.06 08:17:50 -05'00'

DIRECTOR / SUPERVISOR: Doug Brown

Digitally signed by Doug Brown
Date: 2025.05.05 16:00:17 -05'00'

CITY PURCHASING AGENT: Lesko, Mike

Digitally signed by Lesko, Mike
Date: 2025.05.06 10:42:14 -05'00'SIGN OFF: 

(Mayor's Signature)

GEM

Date: _____

Date: _____

Date: _____

Ramona Metzger

Digitally signed by Ramona
Metzger
Date: 2025.05.06 15:04:54 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2025-217

AN ORDINANCE APPROVING A FARM LEASE (#C1000)
WITH KYLE MILLER FOR A TEN-MONTH TERM,
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, the City of Springfield Office of Public Utilities Water Division Land and Water Resources Department leases land for agricultural purposes, and

WHEREAS, the City desires to enter into a new ten-month farm lease agreement with Kyle Miller, for the lease of approximately 17.85 acres of farmland for the time-period covering May 1, 2025, to February 28, 2026, unless canceled in accordance with the lease provisions, and

WHEREAS, this Ordinance approves and authorizes the execution of a farm lease agreement (#C1000), a copy of which shall be on file with the City Clerk.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and authorizes the execution of a farm lease agreement (#C1000), a copy of which shall be on file with the City Clerk, on behalf of the Land and Water Resources Department.

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

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:

 5-14-25
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: Kyle Miller
CONTRACT AMOUNT: \$4,551.75
TYPE OF AWARD: Farm Lease / #C1000

PRIOR ORDINANCE INFORMATION:

n/a

INFORMATION:

This Ordinance approves a new farm lease (#C1000) with Kyle Miller for a ten-month term for the Land and Water Resources Department. Under this lease, the City will lease approximately 17.85 acres of land, located at North Grand and Ridge Avenue (Parcel No. 14-24-0.454-005) for the purpose of growing crops. This site is the location for the future dispatch center for the Electric Division (Ordinance #334-07-22).

The time-period of this lease is May 1, 2025, through February 28, 2026, unless canceled in accordance with the lease provisions. The annual income from this lease will be \$4,551.75, with the lease payment being due on June 30, 2025.

All leases contain a provision that allows the City to terminate the lease for the purpose of the change of land use or sale of land and the City retains the right to enter upon the land for purposes of conducting inspections, investigations, surveys, and studies.

**CITY OF SPRINGFIELD
OFFICE OF PUBLIC UTILITIES
FARM LEASE AGREEMENT**

This lease agreement ("lease") is between the City of Springfield, Illinois, a municipal corporation, by and through its Office of Public Utilities, commonly known as City Water Light and Power ("CWLP") and Kyle Miller, as Lessee ("Lessee").

The parties to this lease agree to the following provisions:

A. Description of Land.

CWLP leases to the Lessee to occupy and to use for agricultural purposes only, the following real estate located in Sangamon County, Illinois, legally described in Exhibit A attached hereto consisting of 17.85 acres.

B. Length of tenure.

The term of this lease shall be from May 1, 2025 to the last day of February 2026, and Lessee shall surrender possession at the end of this term or at the end of any extension thereof.

C. Cash rent.

Lessee agrees to pay cash rent to CWLP as follows:

Type of Acreage	Acres	Cost Per Acre	Total Cost
Crop	17.85	\$255.00	\$4,551.75
Hay			\$ 0.00
Pasture			\$ 0.00
Woodland/Recreation			\$ 0.00
Conservation Reserve Program (CRP)		CRP Payment	60% of CRP Payment
			\$ 0.00
Building Rental	# of Buildings	Cost Per	
			\$ 0.00
Grain Bin Rental	# of Grain Bins	Cost per Bin	
			\$ 0.00
Total Acres	17.85		
TOTAL ANNUAL PAYMENT			\$4,551.75
<i>Total annual payment shall be payable on June 30, 2025</i>			

D. Lessee's Investment and Expenses for Farming Operation.

Lessee agrees to provide all necessary labor, machinery, tools, seed, fertilizer, equipment, and any other materials to do all of the work necessary for a farming operation. Lessee also agrees to provide any desired crop insurance. CWLP shall have no investment or expenses with regard to the farming operation during the term of this lease except for payment of the real estate taxes.

E. Fertilizer.

Maintenance fertilizer is required on all crop fields annually by Lessee. Maintenance levels for each crop are to be determined using Illinois Agronomy Handbook Circular 1333 Table 11:24 and based on the previous year's crop yield and productivity of each field.

Soil tests are to be provided each year to CWLP supporting the individual field need and amounts applied.

Receipts and individual field application records are to be submitted supporting the soil tests.

Fall application of anhydrous ammonia is permitted as long as it contains N-Serve stabilizing agent.

All corn crop acreage is required to have a split application of nitrogen with no more than 50% of nitrogen to be applied in the fall.

F. Conservation

Reduced tillage is required on all corn crop acreage to maintain at least 30% crop residue by spring planting to reduce storm water runoff of fertilizer, chemicals and sediment of which includes sheet, rill, and wind erosion.

All soybean crop acreage is required to have either no-till or reduced tillage to maintain at least 30% crop residue to reduce storm water runoff of fertilizer, chemicals and sediment of which includes sheet, rill, and wind erosion.

Cover cropping of all tillable acreage is encouraged but not required at this time.

Failure to meet these above requirements may result in lease cancellation.

G. Insurance.

Lessee shall maintain the following types of insurance:

Commercial or comprehensive general liability insurance with a broad form endorsement providing insurance against claims for bodily injury (including death), property damage upon or in the leased premises and contractual liability, with limits of liability of not less than \$1,000,000.00 as the combined single limit per occurrence;

If required by applicable law, worker's compensation insurance covering Lessee, Lessee's family members and all of Lessee's employees in an amount not less than the required statutory limits, and if applicable, employer's liability insurance with limits of not less than \$500,000.00 per occurrence; and

Comprehensive automobile liability insurance covering owned automobiles and other motor vehicles, automobiles and other motor vehicles under long-term lease, hired automobiles and

other motor vehicles, employer's non-ownership liability, medical payments and uninsured motorist coverage for limits not less than the required statutory limits, if any.

All policies of insurance shall be in a form satisfactory to CWLP and shall be written with companies satisfactory to CWLP. All policies of insurance shall name the City of Springfield, Illinois, as additional insured. All policies of insurance shall provide that they shall not be cancelable on less than 10 days' notice to all insureds. Not less than 10 days prior to the expiration of each policy, a renewal policy shall be delivered to CWLP, and not less than 10 days prior to the date any premium on each policy shall be due and payable there shall be delivered to CWLP evidence of such payment satisfactory to CWLP.

Lessee covenants and agrees that if any such required insurance policies lapse, or are not renewed, or otherwise are not applicable or effective, Lessee shall be liable for loss, injury, damage or claims to persons or property, resulting from or arising in any way out of Lessee's negligence. (A proof of liability insurance document shall be submitted prior to the commencement of this lease and shall be submitted prior to March 1st every year thereafter during the term of this lease.)

Failure to meet this above insurance requirement may result in termination of the lease.

H. Hold Harmless.

CWLP makes no representation or warranty, express or implied, that the leased premises are fit for the particular purposes for which Lessee intends to utilize the leased premises. Lessee agrees and understands that the use of the leased premises are at the sole risk and judgment of Lessee, its agents and employees, and Lessee, for itself and its agents and employees, hereby releases and agrees to indemnify and hold CWLP harmless for injuries to persons or damage to property arising out of Lessee's, or its agent's or employee's, use of said leased premises.

I. Lessee's Duties in Farming Operation

Except as expressly permitted herein, Lessee shall not permit, encourage or invite other persons to use any part of the leased premises.

Lessee agrees to control all weeds and pests with accepted agricultural practices. Lessee shall not allow noxious weeds to go to seed and shall destroy them. Lessee shall mow weeds and grass on any roads or rights-of-way adjoining the leased premises.

Lessee agrees to maintain the leased premises in a sightly fashion and not disturb any natural habitat, aquatic life or wildlife in the leased premises, except in accordance with Paragraph M. Lessee shall take proper care of and prevent injury to all trees and shrubs. Lessee shall not cut live trees except by permission of CWLP.

Lessee shall keep open ditches, tile trains, tile outlets, and grass waterways in good repair. Lessee shall not break up established water course or ditches or undertake any other operation that will injure the leased premises.

Lessee agrees to abide by all State, Federal, and local laws as well as conservation compliance with the U.S. Department of Agriculture (USDA). **Failure to abide by these rules and regulations may result in lease termination or cancellation.**

Lessee shall keep the farmstead neat and orderly and prevent all unnecessary waste, loss, or damage to the leased premises.

Lessee may not burn cornstalks, straw, or other crop residues grown on the farm without CWLP's prior written consent. Lessee shall spread or otherwise leave all such material on the land.

J. Improvements and Reimbursement

Lessee shall not enter into any construction or remodeling projects of any kind on the leased premises without the consent of CWLP. Lessee shall not make any other improvements to the leased premises without CWLP's prior written consent. Lessee waives all right to reimbursement and hereby expressly releases CWLP from all expenses and costs incurred by Lessee for such improvements.

K. No Assignment or Sublease

Lessee shall not assign this lease or sublet any part of the leased premises without CWLP's prior written consent. Lessee further declares that the only persons or parties interested in this lease as principal are those named herein and that the lease is made without collusion with any other party, firm or corporation. Assignment, subcontracting or transfer of all or part of the interests of Lessee in the work covered by this lease is prohibited.

L. Termination or Cancellation for Cause

In addition to the causes for termination or cancellation contained elsewhere herein, enrolling lands in any government program without prior written consent of CWLP shall result in termination or cancellation of the lease, forfeiture of any expenditures made by Lessee pursuant to the lease, and forfeiture of any government payments received or due.

If Lessee violates or fails to carry out any of the covenants of this lease, CWLP may terminate this lease by providing Lessee with written notice.

M. Optional Termination or Cancellation

Should all or a portion of the leased premises be needed by CWLP for development of a new structure, this lease may be terminated or cancelled following thirty (30) days written notice. CWLP will compensate Lessee at fair market value for any crop damage.

Should all or a portion of the leased premises be sold by CWLP, CWLP may terminate this lease following thirty (30) days written notice. CWLP will compensate Lessee at fair market value for any crop damage.

N. Hunting Rights.

Notwithstanding any other provisions of this lease, Lessee and Lessee's invitees may use the leased premises for purposes of hunting, provided that such hunting is conducted in strict compliance with all applicable federal, state and local laws and regulations. The term invitees shall be limited to the Lessee's family and friends. Lessee shall provide the names of all invitees to CWLP, including the number of any applicable hunting license and/or wildlife gaming stamp. CWLP reserves the right to restrict the number of invitees eligible to hunt under this provision. Lessee shall neither seek nor receive any remuneration, fee or gratuity from

any invitee directly or indirectly in connection with permission to hunt by Lessee. With regard to the rights granted hereunder, Lessee hereby indemnifies, releases, and discharges CWLP, its officials, employees, and agents (collectively, the "CWLP Releasees"), from any and all liability of any nature from any cause whatsoever, including the acts or omissions of any of the CWLP Releasees. Lessee further agrees to indemnify and hold harmless the CWLP Releasees, and each of them, from all liability, loss, claim, cost or expense, including attorney's fees, or any damage whatsoever, including death or damage to property, resulting from any claim, suit, demand, or action which may hereafter be made or instituted against any of the CWLP Releasees as a result of the exercise of the rights under this lease by Lessee or any of its invitees. Lessee for itself and its invitees agrees to assume all risks encountered in the course of the exercise of these rights and covenants that each is fully aware that personal risk of injury may be involved.

O. Right of Entry and Inspection.

CWLP reserves the right for itself, its employees, agents or contractors to enter the leased premises to conduct surveys, investigations, environmental remediation, building demolition and other similar activities related to a supplemental water supply project. CWLP also reserves the right to enter on the leased premises at any reasonable time for the purpose of making repairs or improvements on the leased premises, provided that such entry and activity does not interfere with Lessee's occupancy.

P. Failure to Surrender.

Lessee agrees that at the expiration or termination of this lease, Lessee shall yield possession of the leased premises to CWLP without further demand or notice. If the Lessee fails to yield possession, Lessee shall pay CWLP a penalty of \$50/day, in addition to any actual damages caused by Lessee to the leased premises.

Q. Miscellaneous.

This lease is not intended to benefit any third party.

No waiver by CWLP at any time of the terms and conditions of this lease 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.

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

No amendment, alteration, modification of or addition to this lease shall be valid or binding unless expressed in writing and signed by the party or parties to be bound by such change. This lease contains the entire agreement between the parties hereto regarding the subject matter hereof, and supersedes any and all prior agreements, understandings, representations and discussions between the parties.

LESSEE:

Signature: Kyle Miller

Name (Print): Kyle Miller

Title: Owner

Address: 9660 W. St. Rt. 104

Waverly, IL 62482
Email: millerfarms@corn-belt.net
kcmiller@corn-belt.net

Phone: 217-899-3784

CITY OF SPRINGFIELD

By: _____
Mayor GEH

Date: _____

Attest: _____
City Clerk

CITY WATER LIGHT & POWER

By: David L. Brill
Superintendent, Land Water & Real
Estate Resources

Legal Description of Property

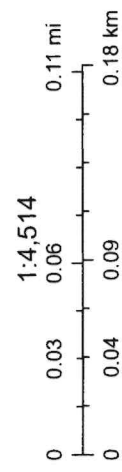
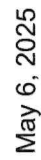
Leased acreage is included within the following legal description:

PT SW1/4 SE1/4 24-16-5 (P-2 SURVEY 2022R09628)

17.85 acres

14-24-0.454-005

2025-218



ORDINANCE FACT SHEET

DATE OF 1st READING: 5-20-25OFFICE REQUESTING: Office of Public UtilitiesCONTACT PERSON: Michelle CarlislePHONE NUMBER: x-2626EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: -4,551.75SUGGESTED TITLE: Approving farm lease / lease # / vendor / dollar amount / for Office of Public UtilitiesCONTRACTOR / VENDOR NAME: Kyle Miller VENDOR NO: _____CONTRACT TERM: May 1, 2025 - Feb. 28, 2026 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 -Is Purchasing Agent approval required? No ☒ Yes ☐Is Purchasing Agent approval attached? No ☒ Yes ☐

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1	102	100		7692	C131 Farm	4,551.75
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.)

Lease No. C1000

STAFF ANALYSIS

Approving a new farm lease of approximately 17.85 acres for a 10-month time-frame at the North Grand & Ridge Ave. location.

FUNDS CHECK BY: Cavanaugh, Rachel H.
Digitally signed by Cavanaugh, Rachel H.
Date: 2025.05.13 11:09:01 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Doug Brown
Digitally signed by Doug Brown
Date: 2025.05.13 10:33:59 -05'00'

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

SIGN OFF: _____

(Mayor's Signature)

GEM

(Director of OBM)

The information supplied on this form is not confidential information.

2025-218

AN ORDINANCE AUTHORIZING A GENERATOR INTERCONNECTION
AGREEMENT IN RELATION TO THE MISO J1610 PROJECT BETWEEN
THE CITY OF SPRINGFIELD, SANGAMON SOLAR LLC AND
MIDCONTINENT INDEPENDENT SYSTEMS OPERATOR, INC. (MISO),
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this ordinance authorizes a Generator Interconnection Agreement (GIA) in relation to the MISO J1610 Project between the City of Springfield, Sangamon Solar LLC and Midcontinent Independent Systems Operator, Inc. (MISO) for the connection of a proposed solar farm to the CWLP transmission system located at the North Auburn Substation, and

WHEREAS, the Federal Energy Regulatory Commission (FERC) requires CWLP, as a Transmission Provider, to provide reliable, non-discriminatory access to the electric transmission system, and

WHEREAS, Sangamon Solar LLC has proposed a 100 MW solar farm connecting to CWLP's North Auburn 138 kV Substation, and

WHEREAS, this connection will require upgrades to the proposed generating facility, and

WHEREAS, this agreement outlines the details on the proposed generating facility, the required transmission system upgrades to connect the proposed generating facility, the reimbursement and construction schedules for the project, and operating requirements for the solar farm, and

WHEREAS, the City's deadline to have this agreement executed prior to June 16th, 2025, and

WHEREAS, a copy of the GIA 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 the Generator Interconnection Agreement (GIA) between City of Springfield, Sangamon Solar LLC and Midcontinent Independent Systems Operator, Inc. (MISO) for the connection of a proposed wind farm to the CWLP transmission system located at the North Auburn Substation.

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

Section 3. All costs, including engineering, material, and construction costs for the modifications required to the CWLP transmission system, shall be paid to the City of Springfield prior to any work being performed.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 5-14-25

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: Sangamon Solar LLC, and Midcontinent Independent Systems Operator, Inc. (MISO).

CONTRACT AMOUNT: \$0 cost for City / Sangamon Solar to pay up-front

TYPE OF AWARD: Generator Interconnection Agreement

PRIOR ORDINANCE INFORMATION:

n/a.

INFORMATION:

This is a new ordinance authorizing a Generator Interconnection Agreement (GIA) in relation to the MISO J1610 Project between the City of Springfield, Sangamon Solar LLC, and Midcontinent Independent Systems Operator, Inc. (MISO). The City's deadline is to have this agreement executed prior to June 16th, 2025; therefore, this ordinance is being brought at this time in anticipation of impending action and deadlines.

The Federal Energy Regulatory Commission (FERC) requires Transmission Providers to provide reliable, nondiscriminatory access to the electric transmission system. Sangamon Solar LLC has proposed a 100 MW solar farm connecting to CWLP's North Auburn 138 kV Substation. This Generator Interconnection Agreement outlines terms for Sangamon Solar LLC, connecting the proposed solar farm to the CWLP transmission system.

The agreement details of the proposed generating facility, the required transmission system upgrades to connect the proposed generating facility, the reimbursement and construction schedules for the project, and operating requirements for the solar farm.

This agreement provides for an up-front payment schedule of all costs, including engineering, material, and construction costs for the modifications required to the CWLP transmission system. No work will proceed without prior receiving of payment.

2025-219

ORDINANCE FACT SHEET

DATE OF 1st READING: 05/20/25

OFFICE REQUESTING: Office of Public UtilitiesCONTACT PERSON: Michelle CarlislePHONE NUMBER: x-2626EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: -2,771,371.25SUGGESTED TITLE: Accepting & authorize GIA / for / vendor / dollar amount / for Office of Public UtilitiesCONTRACTOR / VENDOR NAME: Sangamon Solar LLC & MISO

VENDOR NO: _____

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☐ 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	None					
2						
3						
4						

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

Generator Interconnection Agreement

STAFF ANALYSIS

Ordinance authorizing a Generator Interconnection Agreement in relation to the MISO J1610 Project between the City of Springfield, Sangamon Solar LLC And Midcontinent Independent Systems Operator, Inc. (MISO) - Generator Interconnection Agreement - Sangamon Solar to pay all cost PRIOR to any work being performed.

FUNDS CHECK BY:

DIRECTOR / SUPERVISOR:

Doug Brown

Digitally signed by Doug Brown
Date: 2025.05.12 07:52:52
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CITY PURCHASING AGENT:

SIGN OFF:



(Mayor's Signature)



Date: _____

Date: _____

Date: _____



(Director of OBM)

The information supplied on this form is not confidential information.

2025-219

GENERATOR INTERCONNECTION AGREEMENT (GIA)

THIS GENERATOR INTERCONNECTION AGREEMENT ("GIA") is made and entered into this ____ day of _____, 2025, by and between **Sangamon Solar LLC**, a limited liability company organized and existing under the laws of the State of Delaware ("Interconnection Customer" with a Generating Facility), and **City of Springfield, IL, Office of Public Utilities**, a municipal corporation organized and existing under the laws of the State of Illinois ("Transmission Owner"), and the **Midcontinent Independent System Operator, Inc.**, a non-profit, non-stock corporation organized and existing under the laws of the State of Delaware ("Transmission Provider"). Interconnection Customer, Transmission Owner and Transmission Provider each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Transmission Provider has functional control of the operations of the Transmission System, as defined herein, and is responsible for providing Transmission Service and Interconnection Service on the transmission facilities under its control; and

WHEREAS, Interconnection Customer intends to own, lease and/or control and operate the Generating Facility identified as a Generating Facility in Appendix A to this GIA; and

WHEREAS, Transmission Owner owns or operates the Transmission System, whose operations are subject to the functional control of Transmission Provider, to which Interconnection Customer desires to connect the Generating Facility, and may therefore be required to construct certain Interconnection Facilities and Network Upgrades, as set forth in this GIA; and

WHEREAS, Interconnection Customer, Transmission Owner and Transmission Provider have agreed to enter into this GIA, and where applicable subject to Appendix H for a Provisional Generator Interconnection Agreement, for the purpose of interconnecting the Generating Facility with the Transmission System;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, it is agreed:

ARTICLE 1. DEFINITIONS

When used in this GIA, terms with initial capitalization that are not defined in Article 1 shall have the meanings specified in the Article in which they are used. Those capitalized terms used in this GIA that are not otherwise defined in this GIA have the meaning set forth in the Tariff.

10 kW Inverter Process shall mean the procedure for evaluating an Interconnection Request for a certified inverter-based Small Generating Facility no larger than 10 kW that uses the screen set forth in Section 14.

Adverse System Impact shall mean the negative effects due to technical or operational limits on conductors or equipment being exceeded that may compromise the safety and reliability of the electric system.

Affected System shall mean an electric transmission or distribution system or the electric system associated with an Existing Generating Facility or of a higher queued Generating Facility, which is an electric system other than the Transmission Owner's Transmission System that is affected by the Interconnection Request. An Affected System may or may not be subject to FERC jurisdiction.

Affected System Operator shall mean the entity that operates an Affected System.

Affiliate shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

Ancillary Services shall mean those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Transmission System in accordance with Good Utility Practice.

Applicable Laws and Regulations shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority having jurisdiction over the Parties, their respective facilities and/or the respective services they provide.

Applicable Reliability Council shall mean the Regional Entity of NERC applicable to the Local Balancing Authority of the Transmission System to which the Generating Facility is directly interconnected.

Applicable Reliability Standards shall mean Reliability Standards approved by the Federal Energy Regulatory Commission (FERC) under section 215 of the Federal Power Act, as applicable.

Base Case shall mean the base case power flow, short circuit, and stability databases used for the Interconnection Studies by Transmission Provider or Interconnection Customer.

Base Case Data shall mean base case power flow, short circuit and stability databases, including all underlying assumptions, and contingency lists. Such databases and lists, hereinafter referred to as Base Cases, shall include all (1) generation projects and (2) transmission projects, including merchant transmission projects that are proposed for the Transmission System for which a transmission expansion plan has been submitted and approved by the MISO Board.

Breach shall mean the failure of a Party to perform or observe any material term or condition of this GIA.

Breaching Party shall mean a Party that is in Breach of this GIA.

Business Day shall mean Monday through Friday, excluding Federal Holidays.

Calendar Day shall mean any day including Saturday, Sunday or a Federal Holiday. In the event that a period specified in this GIA is calculated in Calendar Days ends on a non-business day, such period shall be deemed to conclude on the following business day.

Commercial Operation shall mean the status of a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

Commercial Operation Date (COD) of a unit shall mean the date on which the Generating Facility commences Commercial Operation as agreed to by the Parties pursuant to Appendix E to this GIA.

Commitment Projection shall mean a projection of the number of MW expected to commit to the JTIQ Portfolio from all study clusters that already have passed DP1 as described in Section 9.4.2.e.ii of Rate Schedule 6 (MISO SPP-JOA).

Common Use Upgrade (CUU) shall mean an Interconnection Facility, Network Upgrade, System Protection Facility, or any other classified addition, alteration, or improvement on the Transmission System or the transmission system of an Affected System, not classified under Attachment FF as a Baseline Reliability Project, Market Efficiency Project, or Multi-Value Project, that is needed for the interconnection of multiple Interconnection Customers' Generating Facilities and which is the shared responsibility of such Interconnection Customers.

Confidential Information shall mean any proprietary or commercially or competitively sensitive information, trade secret or information regarding a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, or any other information as specified in Article 22, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise, that is received by another Party.

Connection Facilities shall mean the Transmission Owner's Connection Facilities and the MHVDC Connection Customer's Connection Facilities, as defined in the MHCP.

Contingent Facilities shall mean those unbuilt Interconnection Facilities and Network Upgrades upon which the Interconnection Request's costs, timing and study findings are dependent, and if delayed or not built, could cause a need for restudies of the Interconnection Request or a reassessment of the Interconnection Facilities and/or Network Upgrades and/or costs and timing. Contingent Facilities may include facilities identified in MTEP that if delayed or not built could impact the timing of the Interconnection Request.

Default shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 17 of this GIA.

Definitive Planning Phase shall mean the Generator Interconnection Procedures process which leads to a Generator Interconnection Agreement. An Interconnection Customer enters the Definitive Planning Phase pursuant to GIP Section 7.2. The Definitive Planning Phase includes three distinct phases (Definitive Planning Phases I, II, and III) pursuant to Section 7 of the Generator Interconnection Procedures.

Definitive Planning Phase Queue Position shall mean the order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests, in the Definitive Planning Phase. The Definitive Planning Phase Queue Position is established based upon the date Interconnection Customer satisfies all of the requirements of GIP Section 7.2 to enter the Definitive Planning Phase. All Interconnection Requests within the same Definitive Planning Phase cycle shall have equal priority (i.e. similarly queued).

Demonstrated Capability shall mean the continuous net real power output that the Generating Facility is required to demonstrate in compliance with Applicable Reliability Standards.

Dispute Resolution shall mean the procedure for resolution of a dispute between or among the Parties in which they will first attempt to resolve the dispute on an informal basis.

Distribution System shall mean the Transmission Owner's facilities and equipment, or the Distribution System of another party that is interconnected with the Transmission Owner's Transmission System, if any, connected to the Transmission System, over which facilities Transmission Service or Wholesale Distribution Service under the Tariff is available at the time Interconnection Customer has requested interconnection of a Generating Facility for the purpose of either transmitting electric energy in interstate commerce or selling electric energy at wholesale in interstate commerce and which are used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which distribution systems operate differ among Local Balancing Authorities and other entities owning distribution facilities interconnected to the Transmission System.

Distribution Upgrades shall mean the additions, modifications, and upgrades to the

Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the delivery service necessary to affect Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Interconnection Facilities.

Effective Date shall mean the date on which this GIA becomes effective upon execution by the Parties subject to acceptance by the Commission, or if filed unexecuted, upon the date specified by the Commission.

Emergency Condition shall mean a condition or situation: (1) that in the reasonable judgment of the Party making the claim is imminently likely to endanger, or is contributing to the endangerment of, life, property, or public health and safety; or (2) that, in the case of either Transmission Provider or Transmission Owner, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Transmission System, Transmission Owner's Interconnection Facilities or the electric systems of others to which the Transmission System is directly connected; or (3) that, in the case of Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and blackstart shall be considered Emergency Conditions; provided that Interconnection Customer is not obligated by this GIA to possess blackstart capability. Any condition or situation that results from lack of sufficient generating capacity to meet load requirements or that results solely from economic conditions shall not constitute an Emergency Condition, unless one of the enumerated conditions or situations identified in this definition also exists.

Energy Displacement Agreement shall mean an agreement between an Interconnection Customer with an Existing Generating Facility on the Transmission Provider's Transmission System and an Interconnection Customer with a proposed Generating Facility seeking to interconnect with Surplus Interconnection Service. The Energy Displacement Agreement specifies the term of operation, the Generating Facility Interconnection Service limit, and the mode of operation for energy production (common or singular operation).

Energy Resource Interconnection Service (ER Interconnection Service) shall mean an Interconnection Service that allows Interconnection Customer to connect its Generating Facility to the Transmission System or Distribution System, as applicable, to be eligible to deliver the Generating Facility's electric output using the existing firm or non-firm capacity of the Transmission System on an as available basis. Energy Resource Interconnection Service does not convey transmission service.

Engineering & Procurement (E&P) Agreement shall mean an agreement that authorizes Transmission Owner to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

Environmental Law shall mean Applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

Existing Generating Facility shall mean a Generating Facility that is either under construction or is in service, and has an unsuspended interconnection agreement with its host transmission provider.

Expanded Scope Analysis shall mean the analysis described in Section 9.4.2.d.iv.a of Rate Schedule 6 (MISO-SPP JOA).

Facilities Construction Agreement (FCA) shall mean the form of facilities construction agreement, set forth in Appendix 8 to these Generator Interconnection Procedures. The FCA shall be used when an Interconnection Customer causes the need for the construction of Network Upgrades or System Protection Facilities on the transmission system of an Affected System.

Fast Track Process shall mean the procedure for evaluating an Interconnection Request for a certified Small Generating Facility no larger than five MW that includes the screen set forth in Section 14, customer options meeting, and optional supplemental review.

Federal Holiday shall mean a Federal Reserve Bank holiday for a Party that has its principal place of business in the United States and a Canadian Federal or Provincial banking holiday for a Party that has its principal place of business located in Canada.

Federal Power Act shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a *et seq.*

FERC shall mean the Federal Energy Regulatory Commission, also known as Commission, or its successor.

Final System Impact Study shall mean the Interconnection System Impact Study performed during Definitive Planning Phase III.

Force Majeure shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include an act of negligence or intentional wrongdoing by the Party claiming Force Majeure.

Generating Facility shall mean Interconnection Customer's device(s) for the production and/or storage for later injection of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities. A Generating Facility consists of one or more generating unit(s) and/or storage device(s) which usually can operate independently and be brought online or taken offline individually.

Generating Facility Capacity shall mean the net capacity of the Generating Facility and the aggregate net capacity of the Generating Facility where it includes multiple energy production devices.

Generating Facility Modification shall mean modification to an Existing Generating Facility, including comparable replacement of only a portion of its equipment at the Existing Generating Facility.

Generating Facility Replacement shall mean replacement of one or more generating units and/or storage devices at the Existing Generating Facility with one or more new generating units or storage devices at the same electrical Point of Interconnection as the generating units and/or storage devices that is/are being decommissioned and electrically disconnected.

Generator Interconnection Agreement (GIA) shall mean the form of interconnection agreement, set forth herein.

Generator Interconnection Procedures (GIP) shall mean the interconnection procedures set forth in Attachment X of the Tariff.

Generator Upgrades shall mean the additions, modifications, and upgrades to the electric system of an Existing Generating Facility or of a higher queued Generating Facility at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the Transmission Service necessary to affect Interconnection Customer's wholesale sale of electricity in interstate commerce.

Good Utility Practice shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Interconnection Customer, Transmission Provider, Transmission Owner, or any Affiliate thereof.

Group Study(ies) shall mean the process whereby more than one Interconnection Request is studied together, instead of serially, for the purpose of conducting one or more of the required Studies.

Hazardous Substances shall mean any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous constituents," "restricted hazardous materials," "extremely hazardous substances,"

“toxic substances,” “radioactive substances,” “contaminants,” “pollutants,” “toxic pollutants” or words of similar meaning and regulatory effect under any applicable Environmental Law, or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable Environmental Law.

HVDC Facilities shall mean the high voltage direct current transmission facilities, including associated alternating current facilities, if any, that are subject to Section 27A of the Tariff and that are specifically identified in (i) any Agency Agreement pertaining to such facilities between Transmission Provider and Transmission Owner that owns or operates such facilities, or (ii) in any other arrangement that permits or will permit Transmission Provider to provide HVDC Service over such facilities as set forth in Section 27A of the Tariff.

HVDC Service shall mean Firm and Non-Firm Point-To-Point Transmission Service provided by Transmission Provider on HVDC Facilities pursuant to Section 27A of the Tariff.

Initial Synchronization Date shall mean the date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.

Injection Rights shall mean the Transmission Provider’s pre-certification of the Transmission System’s capability to receive capacity and energy from the MHVDC Transmission Line at the requested Point of Connection, and in the specified MW quantity, without degrading the reliability of the Transmission System, as described in Section 16 of the GIP and Section 3.2.3 of the MHCP.

In-Service Date (ISD) shall mean the date upon which Interconnection Customer reasonably expects it will be ready to begin use of the Transmission Owner’s Interconnection Facilities to obtain backfeed power.

Interconnection Customer shall mean any entity, including Transmission Provider, Transmission Owner or any of the Affiliates or subsidiaries of either, that proposes to interconnect its Generating Facility with the Transmission System.

Interconnection Customer Decision Point I shall mean the time period beginning when the Interconnection Customer is provided the Preliminary System Impact Study results including cost estimates for upgrades and concludes after fifteen (15) Business Days.

Interconnection Customer Decision Point II shall mean the time period beginning when the Interconnection Customer is provided the Revised System Impact Study results including cost estimates for upgrades and the Affected Systems analysis results including cost estimates for upgrades on the Affected System and concludes after fifteen (15) Business Days.

Interconnection Customer’s Interconnection Facilities (ICIF) shall mean all facilities and equipment, as identified in Appendix A of this GIA, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Transmission System or Distribution System, as applicable.

Interconnection Customer's Interconnection Facilities are sole use facilities.

Interconnection Facilities shall mean the Transmission Owner's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Transmission System. Interconnection Facilities shall not include Distribution Upgrades, Generator Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Interconnection Facilities Study(ies) shall mean a study conducted by Transmission Provider, or its agent, for Interconnection Customer to determine a list of facilities (including Transmission Owner's Interconnection Facilities, System Protection Facilities, and if such upgrades have been determined, Network Upgrades, Distribution Upgrades, Generator Upgrades, Common Use Upgrades, and upgrades on Affected Systems, as identified in the Interconnection System Impact Study), the cost of those facilities, and the time required to interconnect the Generating Facility with the Transmission System.

Interconnection Facilities Study Agreement shall mean the form of agreement contained in Appendix 4 of the Generator Interconnection Procedures for conducting the Interconnection Facilities Study.

Interconnection Request shall mean (1) an Interconnection Customer's request, in the form of Appendix 1 to the Generator Interconnection Procedures, to interconnect a new Generating Facility, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an Existing Generating Facility that is interconnected with the Transmission System, or to interconnect an Existing Generating Facility that is external to the Transmission System, or to change Energy Resource Interconnection Service to Network Resource Interconnection Service for an Existing Generating Facility; or (2) an MHVDC Connection Customer's request, in the form of Appendix 1 to the Generator Interconnection Procedures, to obtain Injection Rights..

Interconnection Service shall mean the service provided by Transmission Provider associated with interconnecting the Generating Facility to the Transmission System, or external host transmission provider if applicable, and enabling it to receive electric energy and capacity from the Generating Facility at the Point of Interconnection pursuant to the terms of this Generator Interconnection Agreement or Point of Delivery as set forth in the Service Agreement for Network Resource Interconnection Service for an External Generating Facility and, if applicable, the Tariff.

Interconnection Study (or Study) shall mean any of the studies described in the Generator Interconnection Procedures.

Interconnection Study Agreement shall mean the form of agreement contained in Attachment B to Appendix 1 of the Generator Interconnection procedures for conducting all studies required by the Generator Interconnection Procedures.

Interconnection System Impact Study shall mean an engineering study that evaluates the impact of the proposed interconnection on the safety and reliability of Transmission System and, if applicable, an Affected System. The study shall identify and detail the system impacts that would result if the Generating Facility were interconnected without project modifications or system modifications, or to study potential impacts, including but not limited to those identified in the Scoping Meeting as described in the Generator Interconnection Procedures.

Interconnection Study Agreement shall mean the forms of agreement contained in Attachment B to Appendix 1 of the Generator Interconnection Procedures for conducting all studies required by the Generator Interconnection Procedures.

IRS shall mean the Internal Revenue Service.

Joint Operating Agreement between the Midcontinent Independent System Operator, Inc. and Southwest Power Pool, Inc. (MISO-SPP JOA) shall mean Rate Schedule 6 to the MISO Tariff.

Joint Targeted Interconnection Queue (JTIQ) shall refer to the study and processes described in Section 9.4.2 of Rate Schedule 6 (MISO-SPP JOA).

Joint Targeted Interconnection Queue Study (“JTIQ Study”) shall mean a transmission planning study conducted jointly by SPP and MISO to facilitate the interconnection of new generator capacity in both Parties’ regions.

JTIQ Commitment Group Member shall mean any JTIQ Commitment Group Member included in a Commitment Group consistent with Section 9.4 of Rate Schedule 6 (MISO-SPP JOA).

JTIQ Commitment Group or Commitment Group shall mean a group of JTIQ Commitment Group Members that have executed a JTIQ Generator Interconnection Agreement within the twelve (12) month period ending April 30th of each year. The Commitment Group shall also include JTIQ Commitment Group Members for which a JTIQ Generator Interconnection Agreement has been filed unexecuted by SPP or the Transmission Provider and the Commission has accepted the agreement within the twelve (12) month period ending April 30th of each year.

JTIQ Generator Charge shall mean the charge to JTIQ Commitment Group Members to recover the JTIQ Commitment Group Member’s share of the JTIQ Monthly Revenue Requirement for each of the JTIQ Upgrades in the JTIQ Portfolio in the Transmission Provider’s Region.

JTIQ Participation Group shall mean the group of Interconnection Requests that shall consist of all interconnection customers included in the JTIQ Screening Groups whose interconnection request meets the distribution factor and impact criteria specified in Section 9.4.2(d)(ii) of Rate Schedule 6 (MISO-SPP JOA).

JTIQ Portfolio shall mean a group of JTIQ Upgrades identified pursuant to Section 9.4 of Rate Schedule 6 (MISO-SPP JOA).

JTIQ Screening Group shall mean a group of MISO Interconnection Customers and SPP interconnection customers whose Interconnection Requests will be screened for inclusion in a JTIQ Participation Group. The JTIQ Screening Group shall consist of all interconnection customers who have submitted interconnection requests into a MISO DPP study cluster or SPP DISIS study cluster that: (1) has an application deadline that is after the date that the Parties' respective Boards of Directors have approved a JTIQ Portfolio; and (2) has not commenced DPP Phase I or DISIS Phase One studies pursuant to each party's OATT as of the date that the Parties have declared the JTIQ Portfolio fully subscribed.

JTIQ Service Agreements shall mean the JTIQ Commitment Agreement attached to the MISO GIA as Appendix 17 and the SPP's *pro forma* agreement(s) that obligate interconnection customers to provide security for and pay the JTIQ Generator Charge for JTIQ Network Upgrades included in the applicable JTIQ Portfolio.

JTIQ Upgrade shall mean a Network Upgrade included in a JTIQ portfolio pursuant to Section 9.4 of Rate Schedule 6 (MISO-SPP JOA).

Local Balancing Authority shall mean an operational entity or a Joint Registration Organization which is (i) responsible for compliance with the subset of NERC Balancing Authority Reliability Standards defined in the Balancing Authority Agreement for their local area within the MISO Balancing Authority Area, (ii) a Party to Balancing Authority Agreement, excluding MISO, and (iii) provided in the Balancing Authority Agreement.

Loss shall mean any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's performance, or non-performance of its obligations under this GIA on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing, by the indemnified party.

Material Modification shall mean: (1) modification to an Interconnection Request in the queue, that has a material adverse impact on the cost or timing of any other Interconnection Request with a later queue priority date; or Qualified Change.

Metering Equipment shall mean all metering equipment installed or to be installed at the Generating Facility, Interconnection Customer's Interconnection Facilities, and/or Transmission Owner's Interconnection Facilities pursuant to this GIA at the metering points, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics.

Monitoring and Consent Agreement shall mean an agreement that defines the terms and conditions applicable to a Generating Facility acquiring Surplus Interconnection Service.

The Monitoring and Consent Agreement will list the roles and responsibilities of an Interconnection Customer seeking to interconnect with Surplus Interconnection Service and Transmission Owner to maintain the total output of the Generating Facility inside the parameters delineated in the GIA.

Multi-Party Facilities Construction Agreement (MPFCA) shall mean the form of facilities construction agreement, set forth in Appendix 9 to these Generator Interconnection Procedures. The MPFCA shall be used when multiple Interconnection Requests cause the need for the construction of Common Use Upgrades on the Transmission System or the transmission system of an Affected System and share cost responsibility for such Common Use Upgrades.

NERC shall mean the North American Electric Reliability Corporation or its successor organization.

Network Customer shall have that meaning as provided in the Tariff.

Network Resource shall mean any designated generating resource owned, purchased, or leased by a Network Customer under the Tariff. Network Resources do not include any resource, or any portion thereof, that is committed for sale to third parties or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis.

Network Resource Interconnection Service (NR Interconnection Service) shall mean an Interconnection Service that allows Interconnection Customer to integrate its Generating Facility with the Transmission System in the same manner as for any Generating Facility being designated as a Network Resource. Network Resource Interconnection Service does not convey transmission service. Network Resource Interconnection Service shall include any network resource interconnection service established under an agreement with, or the tariff of, a Transmission Owner prior to integration into MISO, that is determined to be deliverable through the integration deliverability study process.

Network Upgrades shall mean the additions, modifications, and upgrades to the Transmission System required at or beyond the point at which the Interconnection Facilities connect to the Transmission System or Distribution System, as applicable, to accommodate the interconnection of the Generating Facility(ies) to the Transmission System. Network Upgrades shall not include any HVDC Facility Upgrades.

Notice of Dispute shall mean a written notice of a dispute or claim that arises out of or in connection with this GIA or its performance.

Optional Interconnection Study shall mean a sensitivity analysis based on assumptions specified by Interconnection Customer in the Optional Interconnection Study Agreement.

Optional Interconnection Study Agreement shall mean the form of agreement contained in Appendix 5 of the Generator Interconnection Procedures for conducting the Optional Interconnection Study.

Outage Transfer Distribution Factor (OTDF) Outage Transfer Distribution Factor, as defined by NERC.

Party or Parties shall mean Transmission Provider, Transmission Owner, Interconnection Customer, or any combination of the above.

Permissible Technological Advancement shall mean advancements to turbines, inverters, plant supervisory controls, excitation systems, or other technological advancements submitted to the Transmission Provider prior to the issuance of this draft Generator Interconnection Agreement for such project provided that such advancements does not: (1) degrade the electrical characteristics of the generating equipment; (2) does not cause any material adverse impact on the Transmission System with regard to short circuit capability limits, steady-state thermal and voltage limits, or dynamic system stability and response; (3) does not increase the installed capacity of the Generating Facility; or (4) change the fuel source of the proposed Generating Facility.

Point of Change of Ownership (PCO) shall mean the point, as set forth in Appendix A to the Generator Interconnection Agreement, where the Interconnection Customer's Interconnection Facilities connect to the Transmission Owner's Interconnection Facilities.

Point of Interconnection (POI) shall mean the point, as set forth in Appendix A of the GIA, where the Interconnection Facilities connect to the Transmission System.

Potential MW Total shall mean a projection of the number of MW that may commit to the JTIQ Portfolio from all study clusters to date, including the current study cluster(s).

Preliminary System Impact Study shall mean the Interconnection System Impact Study performed during Definitive Planning Phase I.

Pre-Queue Phase shall mean Interconnection Customer outreach and education effort undertaken prior to the submission of the Interconnection Request.

Provisional Generator Interconnection Agreement shall mean the interconnection agreement for Provisional Interconnection Service established between the Transmission Provider and/or the Transmission Owner and the Interconnection Customer as set forth in Section 7.9 of this Attachment X. This agreement shall take the form of the Generator Interconnection Agreement modified for provisional purposes. Unless otherwise provided in the GIP, all requirements applicable to the Generator Interconnection Agreement shall apply to the Provisional Generator Interconnection Agreement.

Provisional Interconnection Service shall mean Interconnection Service provided by the Transmission Provider associated with interconnecting the Interconnection Customer's Generating Facility to the Transmission Provider's Transmission System and enabling that Transmission System to receive electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of the Provisional Generator Interconnection Agreement and the Tariff.

Provisional Interconnection Study shall mean an engineering study, performed at Interconnection Customer's request, as a condition to entering into a Provisional Generator Interconnection Agreement, that evaluates the impact of the proposed interconnection on the safety and reliability of the Transmission System and, if applicable, any Affected System. The study shall identify and detail the impacts on the Transmission System and, if applicable, an Affected System, from stability, short circuit, and voltage issues that would result if the Generating Facility were interconnected without project modifications or system modifications.

Qualified Change shall mean a planned modification to an Existing Generating Facility that is undergoing evaluation for a Generating Facility Modification or Generating Facility Replacement, and has a material adverse impact on the Transmission System with respect to: i) steady-state thermal or voltage limits, ii) dynamic system stability and response, or iii) short-circuit capability limit; compared to the impacts of the Existing Generating Facility prior to the modification or replacement.

Queue Position shall mean the order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests. The Queue Position is established based upon the date and time of receipt of the valid Interconnection Request by Transmission Provider.

Reasonable Efforts shall mean, with respect to an action required to be attempted or taken by a Party under this Generator Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Reliability Assessment Study shall mean an engineering study that evaluates the impact of a proposed Generating Facility Replacement on the reliability of Transmission System during the time period between the date that the Existing Generating Facility ceases commercial operations and the Commercial Operation Date of the Replacement Generating Facility.

Replacement Generating Facility shall mean a Generating Facility that replaces an Existing Generating Facility, or a portion thereof, at the same electrical Point of Interconnection pursuant to Section 3.7 of this Attachment X.

Replacement Impact Study shall mean an engineering study that evaluates the impact of a proposed Generating Facility Replacement on the reliability of the Transmission System.

Revised System Impact Study shall mean the Interconnection System Impact Study performed during Definitive Planning Phase II.

Scoping Meeting shall mean the meeting between representatives of Interconnection Customer, Transmission Owner, Affected System Operator(s) and Transmission Provider conducted for the purpose of discussing alternative interconnection options, to exchange information including any transmission data and earlier study evaluations that would be reasonably expected to impact such interconnection options, to analyze such information, and to determine the potential feasible Points of Interconnection.

Shared Network Upgrade shall mean a Network Upgrade or Common Use Upgrade that is funded by an Interconnection Customer(s), including when the Transmission Owner elects to fund the capital cost of such a Network Upgrade or Common Use Upgrade under Section 11.3 of the GIA, and also benefits other Interconnection Customer(s) that are later identified as beneficiaries.

Site Control shall mean a documented right for one or more parcels of land for the purpose of constructing a Generating Facility, Interconnection Customer's Interconnection Facilities, and, if applicable (*i.e.*, when the Interconnection Customer is providing the site for such facilities), the Transmission Owner's Interconnection Facilities and Network Upgrades at the POI that the Interconnection Customer will develop. Such documented right shall be one of the following: (1) ownership of a site; (2) a leasehold interest in a site; or (3) an option to purchase or acquire a leasehold interest in a site; or (4) any other contractual or legal right to possess or occupy a site.

Small Generating Facility shall mean a Generating Facility that has an aggregate net Generating Facility Capacity of no more than five MW and meets the requirements of Section 14 and Appendix 3 of the GIP.

Southwest Power Pool (SPP) shall refer to the Southwest Power Pool, Inc. the Regional Transmission Organization that is the counterparty to Rate Schedule 6 (MISO-SPP JOA).

Special Protection System (SPS) shall mean an automatic protection system or remedial action scheme designed to detect abnormal or predetermined system conditions, and take corrective actions other than and/or in addition to the isolation of faulted components, to maintain system reliability. Such action may include changes in demand (MW and MVar), energy (MWh and MVarh), or system configuration to maintain system stability, acceptable voltage, or power flows. An SPS does not include (a) underfrequency or undervoltage load shedding, (b) fault conditions that must be isolated, (c) out-of-step relaying not designed as an integral part of an SPS, or (d) Transmission Control Devices.

Stand Alone Network Upgrades shall mean Network Upgrades, that are not part of an Affected System or a JTIQ Upgrade, that an Interconnection Customer may construct without affecting day-to-day operations of the Transmission System during their construction. Transmission Provider, Transmission Owner and Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify them in Appendix A to this GIA. If the Transmission Provider or Transmission Owner and Interconnection Customer disagree about whether a particular Network Upgrade is a Stand Alone Network Upgrade, the Transmission Provider or Transmission Owner that disagrees with the Interconnection Customer must provide the Interconnection Customer a written technical explanation outlining why the Transmission Provider or Transmission Owner does not consider the Network Upgrade to be a Stand Alone Network Upgrade within 15 days of its determination.

Supplemental Affected System Analysis shall mean the affected systems analysis described in Section 7.3.2.3.1 of this GIP and Section 9.4.2.e.iii.a.i of the Rate Schedule 6

(MISO-SPP JOA) to determine if Supplemental Affected System Upgrades are required for one or more JTIQ Participation Group member(s).

Supplemental Affected System Upgrade shall mean a Network Upgrade in addition to those required to address the impact of interconnection requests in the current study cluster as described in Section 9.4.2.e.iii.a.i of Rate Schedule 6 (MISO-SPP-JOA).

Surplus Interconnection Service shall mean any Interconnection Service that is derived from the unneeded portion of Interconnection Service established in a GIA or in agreement with, or under the tariff of, a Transmission Owner prior to integration into MISO, such that if Surplus Interconnection Service is utilized the total amount of Interconnection Service at the Point of Interconnection would remain the same.

System Planning and Analysis Phase shall mean the phase of the Generator Interconnection Procedure process, prior to January 4, 2017, which consisted of an Interconnection System Impact Study for those Interconnection Requests that were studied in this phase.

System Protection Facilities shall mean the equipment, including necessary protection signal communications equipment, required to protect (1) the Transmission System or other delivery systems or other generating systems from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the Transmission System or on other delivery systems or other generating systems to which the Transmission System is directly connected.

Target MW Value shall mean the projected new generation interconnection MW enabled by the JTIQ Portfolio. The Target MW Value for each JTIQ Portfolio shall be identified in Section 9.4 and related subsections of Rate Schedule 6.

Tariff shall mean the Transmission Provider's Tariff through which open access transmission service and Interconnection Service are offered, as filed with the Commission, and as amended or supplemented from time to time, or any successor tariff.

Threshold Charge shall mean the charge calculated using an estimate of plant in service value for the JTIQ Portfolio, excluding amounts funded under the GRIP Program, as described in Section 9.4.2 of Rate Schedule 6 (MISO-SPP JOA).

Transmission Control Devices shall mean a generally accepted transmission device that is planned and designed to provide dynamic control of electric system quantities, and are usually employed as solutions to specific system performance issues. Examples of such devices include fast valving, high response exciters, high voltage DC links, active or real power flow control and reactive compensation devices using power electronics (*e.g.*, unified power flow controllers), static var compensators, thyristor controlled series capacitors, braking resistors, and in some cases mechanically-switched capacitors and reactors. In general, such systems are not considered to be Special Protection Systems.

Transmission Owner shall mean that Transmission Owner as defined in the Tariff, which includes an entity that owns, leases or otherwise possesses an interest in the portion of the Transmission System at which Interconnection Customer proposes to interconnect or otherwise integrate the operation of the Generating Facility. Transmission Owner should be read to include any Independent Transmission Company that manages the transmission facilities of Transmission Owner and shall include, as applicable, the owner and/or operator of distribution facilities interconnected to the Transmission System, over which facilities transmission service or Wholesale Distribution Service under the Tariff is available at the time Interconnection Customer requests Interconnection Service and to which Interconnection Customer has requested interconnection of a Generating Facility for the purpose of either transmitting electric energy in interstate commerce or selling electric energy at wholesale in interstate commerce.

Transmission Provider shall mean the Midcontinent Independent System Operator, Inc. ("MISO"), the Regional Transmission Organization that controls or operates the transmission facilities of its transmission-owning members used for the transmission of electricity in interstate commerce and provides transmission service under the Tariff.

Transmission Owner's Interconnection Facilities (TOIF) shall mean all facilities and equipment owned by Transmission Owner from the Point of Change of Ownership to the Point of Interconnection as identified in Appendix A to this GIA, including any modifications, additions or upgrades to such facilities and equipment. Transmission Owner's Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Generator Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Transmission System shall mean the facilities owned by Transmission Owner and controlled or operated by Transmission Provider or Transmission Owner that are used to provide Transmission Service (including HVDC Service) or Wholesale Distribution Service under the Tariff.

Trial Operation shall mean the period during which Interconnection Customer is engaged in on-site test operations and commissioning of the Generating Facility prior to Commercial Operation.

Variable Energy Resource shall mean a device for the production of electricity that is characterized by an energy source that: (1) is renewable; (2) cannot be stored by the facility owner or operator; and (3) has variability that is beyond the control of the facility owner or operator.

Wholesale Distribution Service shall have that meaning as provided in the Tariff. Wherever the term "transmission delivery service" is used, Wholesale Distribution Service shall also be implied.

ARTICLE 2. EFFECTIVE DATE, TERM AND TERMINATION

- 2.1 Effective Date.** This GIA shall become effective upon execution by the Parties subject to acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by FERC. Transmission Provider shall promptly file this GIA with FERC upon execution in accordance with Article 3.1, if required.
- 2.2 Term of Agreement.** Subject to the provisions of Article 2.3, this GIA shall remain in effect for a period of thirty (30) years from the Effective Date and shall be automatically renewed for each successive one-year period thereafter on the anniversary of the Effective Date.
- 2.3 Termination Procedures.** This GIA may be terminated as follows:
- 2.3.1 Written Notice.** This GIA may be terminated by Interconnection Customer after giving Transmission Provider and Transmission Owner ninety (90) Calendar Days advance written notice. This GIA shall be terminated by Transmission Provider if the Generating Facility or a portion of the Generating Facility fails to achieve Commercial Operation by the Commercial Operation Date established in accordance with Section 4.4.4 of Attachment X, including any extension provided thereunder, or has ceased Commercial Operation for three (3) consecutive years, beginning with the last date of Commercial Operation for the Generating Facility, after giving Interconnection Customer ninety (90) Calendar Days advance written notice. Where only a portion of the Generating Facility fails to achieve Commercial Operation by the Commercial Operation Date established in accordance with Section 4.4.4 of Attachment X, including any extension provided thereunder, Transmission Provider shall only terminate that portion of the GIA. Notwithstanding the foregoing, in the limited circumstance that the Interconnection Request is served by a contingent Network Upgrade with an in-service date that is farther out than the Commercial Operation Date permitted under Section 4.4.4 of Attachment X, Transmission Provider shall only terminate this GIA for failure to achieve Commercial Operation by that later in-service date of the contingent Network Upgrade. The Generating Facility will not be deemed to have ceased Commercial Operation for purposes of this Article 2.3.1 if Interconnection Customer can document that it has taken other significant steps to maintain or restore operational readiness of the Generating Facility for the purpose of returning the Generating Facility to Commercial Operation as soon as possible.
- 2.3.1.1 Surplus Interconnection Service.** Where this GIA provides for Surplus Interconnection Service and the Energy Displacement Agreement or the Monitoring and Consent Agreement required for Surplus Interconnection Service are no longer in effect, Interconnection Customer shall immediately cease Commercial Operation of the Generating Facility and this GIA shall be deemed terminated. In the event that the Existing Generating Facility retires and/or permanently ceases commercial

operation, the Surplus Interconnection Service provided under this GIA shall terminate except as provided in Section 3.3.1.3 of the GIP.

2.3.2 Default. Any Party may terminate this GIA in accordance with Article 17.

2.3.3 Notwithstanding Articles 2.3.1 and 2.3.2, no termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, including the filing with FERC of a notice of termination of this GIA, if required, which notice has been accepted for filing by FERC.

2.4 Termination Costs. If a Party elects to terminate this GIA pursuant to Article 2.3 above, each Party shall pay all costs incurred for which that Party is responsible (including any cancellation costs relating to orders or contracts for Interconnection Facilities, applicable upgrades, and related equipment) or charges assessed by the other Parties, as of the date of the other Parties' receipt of such notice of termination, under this GIA. In the event that this GIA is terminated by Interconnection Customer, Interconnection Customer is responsible for all financial impact that is caused as a result of this termination or the termination of Interconnection Customer's FCA(s) or MPFCA(s), such financial impact being determined through the financial impact analysis performed in accordance with Section 7.8 of Attachment X. In the event of termination by a Party, the Parties shall use commercially Reasonable Efforts to mitigate the costs, damages and charges arising as a consequence of termination. Upon termination of this GIA, unless otherwise ordered or approved by FERC:

2.4.1 With respect to any portion of the Transmission Owner's Interconnection Facilities, Network Upgrades, System Protection Facilities, Distribution Upgrades, Generator Upgrades, and if so determined and made a part of this GIA, upgrades on Affected Systems, that have not yet been constructed or installed, Transmission Owner shall to the extent possible and to the extent of Interconnection Customer's written notice under Article 2.3.1, cancel any pending orders of, or return, any materials or equipment for, or contracts for construction of, such facilities; provided that in the event Interconnection Customer elects not to authorize such cancellation, Interconnection Customer shall assume all payment obligations with respect to such materials, equipment, and contracts, and Transmission Owner shall deliver such material and equipment, and, if necessary, assign such contracts, to Interconnection Customer as soon as practicable, at Interconnection Customer's expense. To the extent that Interconnection Customer has already paid Transmission Owner for any or all such costs of materials or equipment not taken by Interconnection Customer or upgrades not yet constructed, Transmission Owner shall promptly transfer such amounts to Transmission Provider, less any costs, including penalties incurred by Transmission Owner to cancel any pending orders of or return such materials, equipment, or contracts. Transmission Provider will perform a financial impact analysis in accordance with Section 7.8 of Attachment X to determine the amount that should be refunded to Interconnection Customer. Transmission Provider shall

refund such remaining amounts to Interconnection Customer, less the amount of Automatic Withdrawal Penalty funds received by the Interconnection Customer in accordance with Section 7.8.1 of the Attachment X and less any financial impact caused by the termination of this GIA or Interconnection Customer's FCA(s) or MPFCA(s), as determined through the analysis performed in accordance with Section 7.8 of Attachment X. If Interconnection Customer made its payment(s) through a letter of credit, surety bond, or parental guarantee, Transmission Owner will draw against that letter of credit, surety bond, or parental guarantee in an amount determined through the analysis performed in accordance with Section 7.8 of Attachment X plus the amount of any Automatic Withdrawal Penalty funds received by the Interconnection Customer in accordance with Section 7.8.1 of the Attachment X, and transfer that amount to Transmission Provider, unless Interconnection Customer funds the financial impact through another means.

If an Interconnection Customer terminates this GIA, it shall be responsible for all costs incurred in association with that Interconnection Customer's interconnection, including any cancellation costs relating to orders or contracts for Interconnection Facilities and equipment, and other expenses including any upgrades or related equipment for which Transmission Owner has incurred expenses and has not been reimbursed by Interconnection Customer.

- 2.4.2 Transmission Owner may, at its option, retain any portion of such materials, equipment, or facilities that Interconnection Customer chooses not to accept delivery of, in which case Transmission Owner shall be responsible for all costs associated with procuring such materials, equipment, or facilities. If Transmission Owner does not so elect, then Interconnection Customer shall be responsible for such costs.
- 2.4.3 With respect to any portion of the Interconnection Facilities, and any other facilities already installed or constructed pursuant to the terms of this GIA, Interconnection Customer shall be responsible for all costs associated with the removal, relocation, reconfiguration or other disposition or retirement of such materials, equipment, or facilities, and such other expenses actually incurred by Transmission Owner necessary to return the Transmission, Distribution or Generator System, as applicable, to safe and reliable operation.
- 2.5 **Disconnection.** Upon termination of this GIA, the Parties will take all appropriate steps to disconnect the Generating Facility from the Transmission or Distribution System, as applicable. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this GIA or such non-terminating Party otherwise is responsible for these costs under this GIA.
- 2.6 **Survival.** This GIA shall continue in effect after termination to the extent necessary to provide for final billings and payments and for costs incurred hereunder, including billings and payments pursuant to this GIA; to permit the determination and enforcement

of liability and indemnification obligations arising from acts or events that occurred while this GIA was in effect; and to permit each Party to have access to the lands of the other Party pursuant to this GIA or other applicable agreements, to disconnect, remove or salvage its own facilities and equipment.

ARTICLE 3. REGULATORY FILINGS

- 3.1 Filing.** Transmission Provider shall file this GIA (and any amendment hereto) with the appropriate Governmental Authority, if required. A Party may request that any information so provided be subject to the confidentiality provisions of Article 22. If that Party has executed this GIA, or any amendment thereto, the Party shall reasonably cooperate with Transmission Provider with respect to such filing and to provide any information reasonably requested by Transmission Provider needed to comply with applicable regulatory requirements.

ARTICLE 4. SCOPE OF SERVICE

- 4.1 Interconnection Product Options.** Interconnection Customer has selected the following (checked) type of Interconnection Service:

Check: _____ SI or _____ ER and/or X NR (See Appendix A for details)

4.1.1 Energy Resource Interconnection Service (ER Interconnection Service).

- 4.1.1.1 The Product.** ER Interconnection Service allows Interconnection Customer to connect the Generating Facility to the Transmission or Distribution System, as applicable, and be eligible to deliver the Generating Facility's output using the existing firm or non-firm capacity of the Transmission System on an "as available" basis. To the extent Interconnection Customer wants to receive ER Interconnection Service, Transmission Owner shall construct facilities consistent with the studies identified in Appendix A.

An Interconnection Customer seeking ER Interconnection Service for new or added capacity at a Generating Facility may be granted conditional ER Interconnection Service status to the extent there is such capacity available on the Transmission System to accommodate the Interconnection Customer's Generating Facility. At the request of Interconnection Customer, conditional ER Interconnection Service status may be granted subject to the system being able to accommodate the interconnection without upgrades, until such time as a higher queued project(s) with a later service date affecting the same common elements is placed into service. The conditional ER Interconnection Service shall be terminated in the event Interconnection Customer fails to fund the necessary studies and the Network Upgrades necessary to grant the Interconnection Customer's ER Interconnection Service upon the

completion of higher queued projects involving the same common elements.

4.1.1.2 Transmission Delivery Service Implications. Under ER Interconnection Service, Interconnection Customer will be eligible to inject power from the Generating Facility into and deliver power across the Transmission System on an “as available” basis up to the amount of MW identified in the applicable stability and steady state studies to the extent the upgrades initially required to qualify for ER Interconnection Service have been constructed. After that date FERC makes effective MISO’s Energy Market Tariff filed in Docket No. ER04-691-000, Interconnection Customer may place a bid to sell into the market up to the maximum identified Generating Facility output, subject to any conditions specified in the Interconnection Service approval, and the Generating Facility will be dispatched to the extent the Interconnection Customer’s bid clears. In all other instances, no transmission or other delivery service from the Generating Facility is assured, but Interconnection Customer may obtain Point-To-Point Transmission Service, Network Integration Transmission Service or be used for secondary network transmission service, pursuant to the Tariff, up to the maximum output identified in the stability and steady state studies. In those instances, in order for Interconnection Customer to obtain the right to deliver or inject energy beyond the Point of Interconnection or to improve its ability to do so, transmission delivery service must be obtained pursuant to the provisions of the Tariff. The Interconnection Customer’s ability to inject its Generating Facility output beyond the Point of Interconnection, therefore, will depend on the existing capacity of the Transmission or Distribution System as applicable, at such time as a Transmission Service request is made that would accommodate such delivery. The provision of Firm Point-To-Point Transmission Service or Network Integration Transmission Service may require the construction of additional Network or Distribution Upgrades.

4.1.2 Network Resource Interconnection Service (NR Interconnection Service).

4.1.2.1 The Product. Transmission Provider must conduct the necessary studies and Transmission Owner shall construct the facilities identified in Appendix A of this GIA, subject to the approval of Governmental Authorities, needed to integrate the Generating Facility in the same manner as for any Generating Facility being designated as a Network Resource.

4.1.2.2 Transmission Delivery Service Implications. NR Interconnection Service allows the Generating Facility to be designated by any Network Customer under the Tariff on the Transmission System as a Network Resource, up to the Generating Facility’s full output, on the same basis

as existing Network Resources that are interconnected to the Transmission or Distribution System, as applicable, and to be studied as a Network Resource on the assumption that such a designation will occur. Although NR Interconnection Service does not convey a reservation of Transmission Service, any Network Customer can utilize Network Integration Transmission Service under the Tariff to obtain delivery of energy from the Generating Facility in the same manner as it accesses Network Resources. A Generating Facility receiving NR Interconnection Service may also be used to provide Ancillary Services after technical studies and/or periodic analyses are performed with respect to the Generating Facility's ability to provide any applicable Ancillary Services, provided that such studies and analyses have been or would be required in connection with the provision of such Ancillary Services by any existing Network Resource. However, if the Generating Facility has not been designated as a Network Resource by any Network Customer, it cannot be required to provide Ancillary Services except to the extent such requirements extend to all generating facilities that are similarly situated. The provision of Network Integration Transmission Service or Firm Point-To-Point Transmission Service may require additional studies and the construction of additional upgrades. Because such studies and upgrades would be associated with a request for delivery service under the Tariff, cost responsibility for the studies and upgrades would be in accordance with FERC's policy for pricing transmission delivery services.

NR Interconnection Service does not necessarily provide Interconnection Customer with the capability to physically deliver the output of its Generating Facility to any particular load on the Transmission System without incurring congestion costs. In the event of transmission or distribution constraints on the Transmission or Distribution System, as applicable, the Generating Facility shall be subject to the applicable congestion management procedures in the Transmission System in the same manner as Network Resources.

There is no requirement either at the time of study or interconnection, or at any point in the future, that the Generating Facility be designated as a Network Resource by a Network Customer or that Interconnection Customer identify a specific buyer (or sink). To the extent a Network Customer does designate the Generating Facility as a Network Resource, it must do so pursuant to the Tariff.

Once an Interconnection Customer satisfies the requirements for obtaining NR Interconnection Service, any future Transmission Service request for delivery from the Generating Facility within the Transmission System of any amount of capacity and/or energy, up to the amount initially studied, will not require that any additional studies be

performed or that any further upgrades associated with such Generating Facility be undertaken, regardless of whether such Generating Facility is ever designated by a Network Customer as a Network Resource and regardless of changes in ownership of the Generating Facility. To the extent Interconnection Customer enters into an arrangement for long term Transmission Service for deliveries from the Generating Facility to customers other than the studied Network Customers, or for any Point-To-Point Transmission Service, such request may require additional studies and upgrades in order for Transmission Provider to grant such request. However, the reduction or elimination of congestion or redispatch costs may require additional studies and the construction of additional upgrades.

To the extent Interconnection Customer enters into an arrangement for long term Transmission Service for deliveries from the Generating Facility outside the Transmission System, such request may require additional studies and upgrades in order for Transmission Provider to grant such request.

4.1.2.3 Conditional NR Interconnection Service. An Interconnection Customer seeking NR Interconnection Service for new or added capacity at a Generating Facility may be granted conditional NR Interconnection Service status to the extent there is such capacity available on the Transmission System to accommodate the Interconnection Customer's Generating Facility. At the request of Interconnection Customer, conditional NR Interconnection Service status may be granted subject to the system being able to accommodate the interconnection without upgrades, until such time as higher queued project(s) with a later service date affecting the same common elements is placed into service. The conditional NR Interconnection Service status may be converted to ER Interconnection Service if either of the following occurs:

- 1) Interconnection Customer fails to fund necessary studies and Network Upgrades required to allow the Interconnection Customer's Generating Facility to receive NR Interconnection Service upon the completion of higher queued projects involving the same common elements; or
- 2) The higher queued project(s) or planned and required Network Upgrades are placed in service and the Network Upgrades required to provide NR Interconnection Service status to the Interconnection Customer's Generating Facility are not in service.

In the event Interconnection Customer fails to fund the necessary studies and Network Upgrades for NR Interconnection Service, the Interconnection Customer's conditional NR Interconnection Service status

shall be converted to ER Interconnection Service status unless Interconnection Customer makes a new Interconnection Request. Such new Interconnection Request shall be evaluated in accordance with the GIP and its new queue position.

Some or all of the conditional NR Interconnection Service status may be temporarily revoked if the Network Upgrades are not in service when the higher queued project(s) are placed in service. The availability of conditional NR Interconnection Service status will be determined by Transmission Provider's studies. Upon funding and completion of the Network Upgrades required to establish the Generating Facility's NR Interconnection Service status, the Generating Facility will be granted NR Interconnection Service status.

The Parties agree that the portion of the Generating Facility classified as NR Interconnection Service is the first portion of the output of the combined output of all the units at the Generating Facility except in circumstances where Interconnection Customer otherwise elects this GIA, as amended, to allocate that portion to the output of specific unit(s) at the Generating Facility, the total of which will not exceed the output eligible for NR Interconnection Service as shown by the additional studies. To the extent Interconnection Customer desires to obtain NR Interconnection Service for any portion of the Generating Facility in addition to that supported by such additional studies, Interconnection Customer will be required to request such additional NR Interconnection Service through a separate Interconnection Request in accordance with the GIP.

4.1.3 Surplus Interconnection Service (SI).

4.1.3.1 The Product. Surplus Interconnection Service is restricted Interconnection Service that allows an Interconnection Customer to increase the gross generating capability at the same Point of Interconnection of an Existing Generating Facility without increasing the total amount of Interconnection Service at the Point of Interconnection.

4.1.3.2 Transmission Delivery Service Implications. Surplus Interconnection Service does not convey any right to deliver electricity to any specific customer or Point of Delivery.

4.2 Provision of Service. Transmission Provider shall provide Interconnection Service for the Generating Facility at the Point of Interconnection.

4.3 Performance Standards. Each Party shall perform all of its obligations under this GIA in accordance with Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice. To the extent a Party is required or prevented or limited in taking any action by such regulations and standards, or if the obligations of any Party

may become limited by a change in Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice after the execution of this GIA, that Party shall not be deemed to be in Breach of this GIA for its compliance therewith. The Party so limited shall notify the other Parties whereupon Transmission Provider shall amend this GIA in concurrence with the other Parties and submit the amendment to the Commission for approval.

- 4.4 No Transmission Delivery Service.** The execution of this GIA does not constitute a request for, or the provision of, any transmission delivery service under the Tariff, and does not convey any right to deliver electricity to any specific customer or Point of Delivery.
- 4.5 Interconnection Customer Provided Services.** The services provided by Interconnection Customer under this GIA are set forth in Article 9.6 and Article 13.4.1. Interconnection Customer shall be paid for such services in accordance with Article 11.7.

ARTICLE 5. INTERCONNECTION FACILITIES ENGINEERING, PROCUREMENT, AND CONSTRUCTION

- 5.1 Options.** Unless otherwise mutually agreed to between the Parties, Interconnection Customer shall select: 1) the In-Service Date, Initial Synchronization Date, and Commercial Operation Date based on a reasonable construction schedule that will allow sufficient time for design, construction, equipment procurement, and permit acquisition of Transmission System equipment or right-of-way; and 2) either the Standard Option or Alternate Option set forth below and such dates and selected option shall be set forth in Appendix B. If the dates designated by Interconnection Customer are not acceptable to Transmission Owner, Transmission Owner shall so notify Interconnection Customer within thirty (30) Calendar Days. Upon receipt of the notification that Interconnection Customer's designated dates are not acceptable to Transmission Owner, the Interconnection Customer shall notify Transmission Owner within thirty (30) Calendar Days whether it elects to exercise the Option to Build if it has not already elected to exercise the Option to Build.
- 5.1.1 Standard Option.** Transmission Owner shall design, procure, and construct the Transmission Owner's Interconnection Facilities, Network Upgrades, System Protection Facilities, Distribution Upgrades, and Generator Upgrades using Reasonable Efforts to complete the Transmission Owner's Interconnection Facilities, Network Upgrades, System Protection Facilities, Distribution Upgrades and Generator Upgrades by the dates set forth in Appendix B, Milestones, subject to the receipt of all approvals required from Governmental Authorities and the receipt of all land rights necessary to commence construction of such facilities, and such other permits or authorizations as may be required. Transmission Provider or Transmission Owner shall not be required to undertake any action which is inconsistent with its standard safety practices, its material and equipment specifications, its design criteria and construction procedures, its labor agreements, Applicable Laws and Regulations and Good Utility Practice. In the

event Transmission Owner reasonably expects that it will not be able to complete the Transmission Owner's Interconnection Facilities, Network Upgrades, System Protection Facilities, Distribution Upgrades and Generator Upgrades by the specified dates, Transmission Owner shall promptly provide written notice to Interconnection Customer and Transmission Provider and shall undertake Reasonable Efforts to meet the earliest dates thereafter.

- 5.1.2 Alternate Option.** If the dates designated by Interconnection Customer are acceptable to Transmission Provider and Transmission Owner, Transmission Provider shall so notify Interconnection Customer within thirty (30) Calendar Days, and Transmission Owner shall assume responsibility for the design, procurement and construction of the Transmission Owner's Interconnection Facilities by the designated dates.

If Transmission Owner subsequently fails to complete the Transmission Owner's Interconnection Facilities by the In-Service Date, to the extent necessary to provide back feed power; or fails to complete Network Upgrades by the Initial Synchronization Date to the extent necessary to allow for Trial Operation at full power output, unless other arrangements are made by the Parties for such Trial Operation; or fails to complete the Network Upgrades by the Commercial Operation Date, as such dates are reflected in Appendix B, Milestones; Transmission Owner shall pay Interconnection Customer liquidated damages in accordance with Article 5.3, Liquidated Damages, provided, however, the dates designated by Interconnection Customer shall be extended day for day for each Calendar Day that Transmission Provider refuses to grant clearances to install equipment.

Transmission Owner and Interconnection Customer may adopt an incentive payment schedule that is mutually agreeable to encourage Transmission Owner to meet specified accelerated dates. Such payment by Interconnection Customer is not subject to refund.

- 5.1.3 Option to Build.** Pursuant to Section 7.3.2.5 & 7.3.3.5 of the GIP, Interconnection Customer shall have the option to assume responsibility for the design, procurement and construction of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades by the dates originally designated by Interconnection Customer under Article 5.1.2. The Parties must agree as to what constitutes Stand Alone Network Upgrades and identify such Stand Alone Network Upgrades in Appendix A. Except for Stand Alone Network Upgrades, Interconnection Customer shall have no right to construct Network Upgrades under this option.

- 5.1.4 Negotiated Option.** If the dates designated by Interconnection Customer pursuant to Article 5.1 are not acceptable to Transmission Owner, the Parties shall in good faith attempt to negotiate terms and conditions (including revision of the

specified dates and liquidated damages, the provision of incentives, or the procurement and construction of all facilities other than Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades if the Interconnection Customer elects to exercise the Option to Build under Article 5.1.3). If the Parties are unable to reach agreement on such terms and conditions, then, pursuant to Article 5.1.1 (Standard Option), Transmission Owner shall assume responsibility for the design, procurement and construction of all facilities other than Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades if the Interconnection Customer has elected to exercise the Option to Build.

Transmission Owner and Interconnection Customer may adopt an incentive payment schedule that is mutually agreeable to encourage Transmission Owner to meet specified accelerated dates. Such payment by Interconnection Customer is not subject to refund.

5.2 General Conditions Applicable to Option to Build. If Interconnection Customer assumes responsibility for the design, procurement and construction of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades after receipt of all required approvals from Governmental Authorities necessary to commence construction,

(1) Interconnection Customer shall engineer, procure equipment, and construct the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades (or portions thereof) using Good Utility Practice and using standards and specifications provided in advance by Transmission Owner, or as required by any Governmental Authority;

(2) Interconnection Customer's engineering, procurement and construction of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades shall comply with all requirements of law or Governmental Authority to which Transmission Owner would be subject in the engineering, procurement or construction of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades;

(3) Transmission Provider, at Transmission Provider's option, and Transmission Owner shall be entitled to review and approve the engineering design, equipment acceptance tests (including witnessing of acceptance tests), and the construction (including monitoring of construction) of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades, and shall have the right to reject any design, procurement, construction or acceptance test of any equipment that does not meet the standards and specifications of Transmission Provider, Transmission Owner and any Governmental Authority;

(4) prior to commencement of construction, Interconnection Customer shall provide to Transmission Provider and Transmission Owner a schedule for

construction of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades, and shall promptly respond to requests for information from Transmission Provider and Transmission Owner;

(5) at any time during construction, Transmission Provider and Transmission Owner shall have unrestricted access to the construction site for the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades and to conduct inspections of the same;

(6) at any time during construction, should any phase of the engineering, equipment procurement, or construction of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades not meet the standards and specifications provided by Transmission Owner, Interconnection Customer shall be obligated to remedy deficiencies in that portion of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to meet the standards and specifications provided by Transmission Provider and Transmission Owner;

(7) Interconnection Customer shall indemnify Transmission Provider and Transmission Owner for claims arising from the Interconnection Customer's construction of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades under the terms and procedures applicable to Article 18.1, Indemnity;

(8) Interconnection Customer shall transfer control of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to Transmission Owner;

(9) Unless Parties otherwise agree, Interconnection Customer shall transfer ownership of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to Transmission Owner in accordance with Appendix B;

(10) Transmission Provider, at Transmission Provider's option, and Transmission Owner shall approve and accept for operation and maintenance the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades to the extent engineered, procured, and constructed in accordance with this Article 5.2 only if the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades meet the standards and specifications of Transmission Provider, Transmission Owner and any Governmental Authority.

(11) Interconnection Customer shall deliver to Transmission Owner "as-built" drawings, information, and any other documents that are reasonably required by Transmission Owner to assure that the Interconnection Facilities and Stand-Alone Network Upgrades are built to the standards and specifications required by Transmission Owner.

(12) If Interconnection Customer exercises the Option to Build pursuant to Article 5.1.3, Interconnection Customer shall pay Transmission Owner the agreed upon amount of \$645,662.92 for Transmission Owner to execute the responsibilities enumerated to Transmission Owner under Article 5.2. Transmission Owner shall invoice Interconnection Customer for this total amount to be divided on a monthly basis pursuant to Article 12.

(13) If Interconnection Customer exercises the Option to Build pursuant to Article 5.1.3, and the Transmission Owner has elected to fund the costs of Network Upgrades pursuant to Article 11.3, then prior to Interconnection Customer incurring any construction costs relating to the Option to Build and by the date specified in Appendix B, Interconnection Customer shall invoice the Transmission Owner for the estimated amount to be expended by the Interconnection Customer to construct any Stand Alone Network Upgrades for which the Interconnection Customer has exercised its Option to Build in accordance with Appendix B. The Transmission Owner shall be required to reimburse Interconnection Customer for the full amount of such invoiced costs by the date specified in Appendix B, which shall be prior to the date by which Interconnection Customer must make any construction payment for such Stand Alone Network Upgrades. After completion of the construction of Stand Alone Network Upgrades by the Interconnection Customer and by the date specified in Appendix B for the Interconnection Customer to transfer such Stand Alone Network Upgrades to the Transmission Owner, Interconnection Customer shall provide an invoice of the final cost of the construction of Stand Alone Upgrades and shall set forth such costs in sufficient detail to enable the Transmission Owner to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. In the event that the actual costs exceed the estimated costs previously invoiced by Interconnection Customer and paid by Transmission Owner, Transmission Owner shall pay to Interconnection Customer the difference between the amount previously paid and the actual costs within thirty (30) Calendar Days after receipt of a final construction invoice from Interconnection Customer. In the event that the actual costs are less than the estimated costs previously invoiced by Interconnection Customer and paid by Transmission Owner, Interconnection Customer shall refund, with interest (calculated in accordance with 18 C.F.R. Section 35.19a(a)(2)(iii)), to Transmission Owner any amount by which the actual payment by Transmission Owner for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice. Following the transfer of the Stand Alone Network Upgrades from the Interconnection Customer to the Transmission Owner, the Interconnection Customer shall make payments for such facilities to the Transmission Owner pursuant to an agreement between and among the Parties.

5.3 Liquidated Damages. The actual damages to Interconnection Customer, in the event the Transmission Owner's Interconnection Facilities or Network Upgrades are not completed

by the dates designated by Interconnection Customer and accepted by Transmission Provider and Transmission Owner pursuant to subparagraphs 5.1.2 or 5.1.4, above, may include Interconnection Customer's fixed operation and maintenance costs and lost opportunity costs. Such actual damages are uncertain and impossible to determine at this time. Because of such uncertainty, any liquidated damages paid by Transmission Owner to Interconnection Customer in the event that Transmission Owner does not complete any portion of the Transmission Owner's Interconnection Facilities or Network Upgrades by the applicable dates, shall be an amount equal to $\frac{1}{2}$ of 1 percent per day of the actual cost of the Transmission Owner's Interconnection Facilities and Network Upgrades, in the aggregate, for which Transmission Owner has assumed responsibility to design, procure and construct.

However, in no event shall the total liquidated damages exceed 20 percent of the actual cost of the Transmission Owner's Interconnection Facilities and Network Upgrades for which Transmission Owner has assumed responsibility to design, procure, and construct. The foregoing payments will be made by Transmission Owner to Interconnection Customer as just compensation for the damages caused to Interconnection Customer, which actual damages are uncertain and impossible to determine at this time, and as reasonable liquidated damages, but not as a penalty or a method to secure performance of this GIA. Liquidated damages, when the Parties agree to them, are the exclusive remedy for the Transmission Owner's failure to meet its schedule.

No liquidated damages shall be paid to Interconnection Customer if: (1) Interconnection Customer is not ready to commence use of the Transmission Owner's Interconnection Facilities or Network Upgrades to take the delivery of power for the Generating Facility's Trial Operation or to export power from the Generating Facility on the specified dates, unless Interconnection Customer would have been able to commence use of the Transmission Owner's Interconnection Facilities or Network Upgrades to take the delivery of power for Generating Facility's Trial Operation or to export power from the Generating Facility, but for Transmission Owner's delay; (2) the Transmission Owner's failure to meet the specified dates is the result of the action or inaction of Transmission Provider, Interconnection Customer or any other earlier queued Interconnection Customer who has entered into an earlier GIA with Transmission Provider and/or a Transmission Owner or with an Affected System Operator, or any cause beyond Transmission Owner's reasonable control or reasonable ability to cure; (3) Interconnection Customer has assumed responsibility for the design, procurement and construction of the Transmission Owner's Interconnection Facilities and Stand Alone Network Upgrades; (4) the delay is due to the inability of Transmission Owner to obtain all required approvals from Governmental Authorities in a timely manner for the construction of any element of the Interconnection Facilities, Network Upgrades or Stand Alone Network Upgrades, or any other permit or authorization required, or any land rights or other private authorizations that may be required, and Transmission Owner has exercised Reasonable Efforts in procuring such approvals, permits, rights or authorizations; or (5) the Parties have otherwise agreed.

5.4 Power System Stabilizers. Interconnection Customer shall procure, install, maintain

and operate power system stabilizers in accordance with the guidelines and procedures established by the Applicable Reliability Council. Transmission Provider and Transmission Owner reserve the right to reasonably establish minimum acceptable settings for any installed power system stabilizers, subject to the design and operating limitations of the Generating Facility. If the Generating Facility's power system stabilizers are removed from service or are not capable of automatic operation, Interconnection Customer shall immediately notify the Transmission Provider's system operator, or its designated representative. The requirements of this paragraph shall not apply to induction generators.

- 5.5 Equipment Procurement.** If responsibility for construction of the Transmission Owner's Interconnection Facilities, Network Upgrades and/or Distribution Upgrades is to be borne by Transmission Owner, then Transmission Owner shall commence design of the Transmission Owner's Interconnection Facilities, Network Upgrades and/or Distribution Upgrades, and procure necessary equipment as soon as practicable after all of the following conditions are satisfied, unless the Parties otherwise agree in writing:

5.5.1 Transmission Provider has completed the Interconnection Facilities Study pursuant to the Interconnection Facilities Study Agreement; and

5.5.2 Where applicable, Interconnection Customer has provided security to Transmission Owner in accordance with Article 11.6 by the dates specified in Appendix B, Milestones.

- 5.6 Construction Commencement.** Transmission Owner shall commence construction of the Transmission Owner's Interconnection Facilities, Network Upgrades, Transmission Owner's System Protection Facilities, Distribution Upgrades, and Generator Upgrades for which it is responsible as soon as practicable after the following additional conditions are satisfied:

5.6.1 Approval of the appropriate Governmental Authority has been obtained for any facilities requiring regulatory approval; and

5.6.2 Where applicable, Interconnection Customer has provided security to Transmission Owner in accordance with Article 11.6 by the dates specified in Appendix B, Milestones.

- 5.7 Work Progress.** Transmission Owner and Interconnection Customer will keep each other and Transmission Provider advised periodically as to the progress of their respective design, procurement and construction efforts. Either Transmission Owner or Interconnection Customer may, at any time, request a progress report from the other, with a copy to be provided to the other Parties. If, at any time, Interconnection Customer determines that the completion of the Transmission Owner's Interconnection Facilities, Network Upgrades, or Transmission Owner's System Protection Facilities will not be required until after the specified In-Service Date, Interconnection Customer will provide written notice to Transmission Provider and Transmission Owner of such later date upon

which the completion of the Transmission Owner's Interconnection Facilities, Network Upgrades or Transmission Owner's System Protection Facilities will be required. Transmission Owner may delay the In-Service Date of its facilities accordingly.

- 5.8 Information Exchange.** As soon as reasonably practicable after the Effective Date, the Parties shall exchange information regarding the design and compatibility of the Interconnection Facilities and compatibility of the Interconnection Facilities with the Transmission System or Distribution System, as applicable, and shall work diligently and in good faith to make any necessary design changes.

5.9 Other Interconnection Options.

- 5.9.1 Limited Operation.** If any of the Transmission Owner's Interconnection Facilities, Network Upgrades, or Transmission Owner's System Protection Facilities, Distribution Upgrades or Generator Upgrades are not reasonably expected to be completed prior to the Commercial Operation Date of the Generating Facility, Transmission Provider shall, upon the request and at the expense of Interconnection Customer, perform operating studies on a timely basis to determine the extent to which the Generating Facility and the Interconnection Customer's Interconnection Facilities may operate prior to the completion of the Transmission Owner's Interconnection Facilities, Network Upgrades, Transmission Owner's System Protection Facilities, Distribution Upgrades or Generator Upgrades consistent with Applicable Laws and Regulations, Applicable Reliability Standards, Good Utility Practice, and this GIA. Transmission Provider and Transmission Owner shall permit Interconnection Customer to operate the Generating Facility and the Interconnection Customer's Interconnection Facilities in accordance with the results of such studies; provided, however, such studies reveal that such operation may occur without detriment to the Transmission System as then configured and in accordance with the safety requirements of Transmission Owner and any Governmental Authority.

The maximum permissible output of the Generating Facility will be updated on a quarterly basis if the Network Upgrades necessary for the interconnection of the Generating Facility pursuant to this GIA are not in service within six (6) months following the Commercial Operation Date of the Generating Facility as specified in Appendix B of this GIA. These quarterly studies will be performed using the same methodology set forth in Section 11.5 of the GIP. These quarterly updates will end when all Network Upgrades necessary for the interconnection of the Generating Facility pursuant to this GIA are in service.

5.9.2 Provisional Interconnection Service.

Upon the request of Interconnection Customer, and prior to completion of requisite Interconnection Facilities, Network Upgrades, Distribution Upgrades, or System Protection Facilities Transmission Provider may execute a Provisional Generator Interconnection Agreement or Interconnection Customer may request the filing of an unexecuted Provisional Generator Interconnection Agreement

with the Interconnection Customer for limited interconnection service at the discretion of Transmission Provider based upon an evaluation that will consider the results of available studies. Transmission Provider shall determine, through available studies or additional studies as necessary, whether stability, short circuit, thermal, and/or voltage issues would arise if Interconnection Customer interconnects without modifications to the Generating Facility or Transmission Provider's system. Transmission Provider shall determine whether any Interconnection Facilities, Network Upgrades, Distribution Upgrades, or System Protection Facilities that are necessary to meet the requirements of NERC, or any applicable Regional Entity for the interconnection of a new, modified and/or expanded Generating Facility are in place prior to the commencement of interconnection service from the Generating Facility. Where available studies indicate that such Interconnection Facilities, Network Upgrades, Distribution Upgrades, and/or System Protection Facilities that are required for the interconnection of a new, modified and/or expanded Generating Facility are not currently in place, Transmission Provider will perform a study, at the Interconnection Customer's expense, to confirm the facilities that are required for Provisional Interconnection Service. The maximum permissible output of the Generating Facility in the Provisional Generator Interconnection Agreement shall be studied and updated on a quarterly basis. Interconnection Customer assumes all risk and liabilities with respect to changes between the Provisional Generator Interconnection Agreement and the Generator Interconnection Agreement, including changes in output limits and Interconnection Facilities, Network Upgrades, Distribution Upgrades, and/or System Protection Facilities cost responsibilities.

5.10 Interconnection Customer's Interconnection Facilities. Interconnection Customer shall, at its expense, design, procure, construct, own or control, and install the ICIF, as set forth in Appendix A.

5.10.1 Interconnection Customer's Interconnection Facility Specifications. Interconnection Customer shall submit initial design and specifications for the ICIF, including Interconnection Customer's System Protection Facilities, to Transmission Provider and Transmission Owner at least one hundred eighty (180) Calendar Days prior to the Initial Synchronization Date; and final design and specifications for review and comment at least ninety (90) Calendar Days prior to the Initial Synchronization Date. Transmission Provider at Transmission Provider's option, and Transmission Owner shall review such specifications to ensure that the ICIF are compatible with their respective technical specifications, operational control, and safety requirements and comment on such design and specifications within thirty (30) Calendar Days of Interconnection Customer's submission. All specifications provided hereunder shall be deemed confidential.

5.10.2 Transmission Provider's and Transmission Owner's Review. Transmission Provider's and Transmission Owner's review of Interconnection Customer's

final specifications shall not be construed as confirming, endorsing, or providing a warranty as to the design, fitness, safety, durability or reliability of the Generating Facility, or the ICIF. Interconnection Customer shall make such changes to the ICIF as may reasonably be required by Transmission Provider and Transmission Owner, in accordance with Good Utility Practice, to ensure that the ICIF are compatible with the technical specifications, operational control and safety requirements of Transmission Provider and Transmission Owner.

5.10.3 ICIF Construction. The ICIF shall be designed and constructed in accordance with Good Utility Practice. Within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Interconnection Customer shall deliver to Transmission Provider and Transmission Owner “as-built” drawings, information and documents for the ICIF, such as: a one-line diagram, a site plan showing the Generating Facility and the ICIF, plan and elevation drawings showing the layout of the ICIF, a relay functional diagram, relaying AC and DC schematic wiring diagrams and relay settings for all facilities associated with the Interconnection Customer’s step-up transformers, the facilities connecting the Generating Facility to the step-up transformers and the ICIF, and the impedances (determined by factory tests) for the associated step-up transformers and the Generating Facility. Interconnection Customer shall provide Transmission Provider and Transmission Owner with Interconnection Customer’s specifications for the excitation system, automatic voltage regulator, Generating Facility control and protection settings, transformer tap settings, and communications, if applicable.

5.11 Transmission Owner’s Interconnection Facilities Construction. The Transmission Owner’s Interconnection Facilities shall be designed and constructed in accordance with Good Utility Practice. Upon request, within one hundred twenty (120) Calendar Days after the Commercial Operation Date, unless the Parties agree on another mutually acceptable deadline, Transmission Owner shall deliver to Transmission Provider (if requested) and Interconnection Customer the “as-built” drawings, information and documents for the Transmission Owner’s Interconnection Facilities specified in Appendix C to this GIA.

Such drawings, information and documents shall be deemed Confidential Information.

Upon completion, the Transmission Owner’s Interconnection Facilities and Stand Alone Network Upgrades shall be under the control of Transmission Provider or its designated representative.

5.12 Access Rights. Upon reasonable notice by a Party, and subject to any required or necessary regulatory approvals, a Party (“Granting Party”) shall furnish *at no cost* to the other Party (“Access Party”) any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents (if allowed under

the applicable agency agreement), or any Affiliate, that are necessary to enable the Access Party to obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Generating Facility with the Transmission System; (ii) operate and maintain the Generating Facility, the Interconnection Facilities and the Transmission System; and (iii) disconnect or remove the Access Party's facilities and equipment upon termination of this GIA. In exercising such licenses, rights of way and easements, the Access Party shall not unreasonably disrupt or interfere with normal operation of the Granting Party's business and shall adhere to the safety rules and procedures established in advance, as may be changed from time to time, by the Granting Party and provided to the Access Party.

- 5.13 Lands of Other Property Owners.** If any part of the Transmission Owner's Interconnection Facilities, Network Upgrades, and/or Distribution Upgrades is to be installed on property owned by persons other than Interconnection Customer or Transmission Owner, Transmission Owner shall at Interconnection Customer's expense use efforts, similar in nature and extent to those that it typically undertakes on its own behalf or on behalf of its Affiliates, including use of its eminent domain authority to the extent permitted and consistent with Applicable Laws and Regulations and, to the extent consistent with such Applicable Laws and Regulations, to procure from such persons any rights of use, licenses, rights of way and easements that are necessary to construct, operate, maintain, test, inspect, replace or remove the Transmission Owner's Interconnection Facilities, Network Upgrades and/or Distribution Upgrades upon such property.
- 5.14 Permits.** Transmission Provider or Transmission Owner and Interconnection Customer shall cooperate with each other in good faith in obtaining all permits, licenses and authorizations that are necessary to accomplish the interconnection in compliance with Applicable Laws and Regulations. With respect to this paragraph, Transmission Owner shall provide permitting assistance to Interconnection Customer comparable to that provided to the Transmission Owner's own, or an Affiliate's, generation to the extent that Transmission Owner or its Affiliate owns generation.
- 5.15 Early Construction of Base Case Facilities.** (Includes facilities required for all queued projects with interconnection agreements).Interconnection Customer may request Transmission Owner to construct, and Transmission Owner shall construct, using Reasonable Efforts to accommodate Interconnection Customer's In-Service Date, all or any portion of any Network Upgrades, Transmission Owner's System Protection Facilities or Distribution Upgrades required for Interconnection Customer to be interconnected to the Transmission or Distribution System, as applicable, which are included in the Base Case of the Interconnection Facilities Study for Interconnection Customer, and which also are required to be constructed for another Interconnection Customer with a prior GIA, but where such construction is not scheduled to be completed in time to achieve Interconnection Customer's In-Service Date. Any such Network Upgrades, System Protection Facilities or Distribution Upgrades are included in the facilities to be constructed and as set forth in Appendix A to this GIA to the extent they

are reasonably known.

5.16 Suspension.

5.16.1 Interconnection Customer's Right to Suspend for Force Majeure Event;

Obligations. Provided that such suspension is permissible under the authorizations, permits or approvals granted for the construction of such Interconnection Facilities, Network Upgrades or Stand Alone Network Upgrades, Interconnection Customer will not suspend unless a Force Majeure event occurs.

Interconnection Customer must provide written notice of its request for suspension to Transmission Provider and Transmission Owner, and provide a description of the Force Majeure event that is acceptable to Transmission Provider. Suspension will only apply to Interconnection Customer milestones and Interconnection Facilities described in the Appendices of this GIA. Prior to suspension, Interconnection Customer must also provide security acceptable to Transmission Owner, equivalent to the higher of \$5 million or the total cost of all Network Upgrades, Transmission Owner's System Protection Facilities, and Distribution Upgrades listed in Appendix A of this GIA. Network Upgrades and Transmission Owner's Interconnection Facilities will be constructed on the schedule described in the Appendices of this GIA unless: (1) construction is prevented by the order of a Governmental Authority; (2) the Network Upgrades are not needed by any other project; or (3) Transmission Owner or Transmission Provider determines that a Force Majeure event prevents construction. In the event of (1), (2), or (3) security shall be released upon the determination that the Network Upgrades will no longer be constructed.

If suspension occurs, the Transmission or Distribution System, as applicable, shall be left in a safe and reliable condition in accordance with Good Utility Practice and the Transmission Provider's and Transmission Owner's safety and reliability criteria. In such event, Interconnection Customer shall be responsible for all reasonable and necessary costs which Transmission Provider and Transmission Owner (i) have incurred pursuant to this GIA prior to the suspension and (ii) incur in suspending such work, including any costs incurred to perform such work as may be necessary to ensure the safety of persons and property and the integrity of the Transmission or Distribution System, as applicable, during such suspension and, if applicable, any costs incurred in connection with the cancellation or suspension of material, equipment and labor contracts which Transmission Provider and Transmission Owner cannot reasonably avoid; provided, however, that prior to canceling or suspending any such material, equipment or labor contract, Transmission Provider and Transmission Owner shall obtain Interconnection Customer's authorization to do so.

Transmission Provider and Transmission Owner shall each invoice Interconnection Customer for such costs pursuant to Article 12 and shall use Reasonable Efforts to minimize its costs. In the event Interconnection Customer

suspends work by Transmission Owner required under this GIA pursuant to this Article 5.16, and has not requested Transmission Owner to recommence the work required under this GIA on or before the expiration of three (3) years following commencement of such suspension, this GIA shall be deemed terminated. The three-year period shall begin on the date the suspension is requested, or the date of the written notice to Transmission Provider, if no effective date is specified.

5.16.2 Effect of Missed Interconnection Customer Milestones. If Interconnection Customer fails to provide notice of suspension pursuant to Article 5.16, and Interconnection Customer fails to fulfill or complete any Interconnection Customer Milestone provided in Appendix B ("Milestone"), this constitutes a Breach under this GIA. Depending upon the consequences of the Breach and effectiveness of the cure pursuant to Article 17, the Transmission Owner's Milestones may be revised, following consultation with Interconnection Customer, consistent with Reasonable Efforts, and in consideration of all relevant circumstances. Parties shall employ Reasonable Efforts to maintain their remaining respective Milestones.

5.16.3 Effect of Suspension; Parties Obligations. In the event that Interconnection Customer suspends work pursuant to this Article 5.16, no construction duration, timelines and schedules set forth in Appendix B shall be suspended during the period of suspension unless ordered by a Governmental Authority, with such order being the Force Majeure event causing the suspension. Should Interconnection Customer request that work be recommenced, Transmission Owner shall be obligated to proceed with Reasonable Efforts and in consideration of all relevant circumstances including regional outage schedules, construction availability and material procurement in performing the work as described in Appendix A and Appendix B. Transmission Owner will provide Interconnection Customer with a revised schedule for the design, procurement, construction, installation and testing of the Transmission Owner's Interconnection Facilities and Network Upgrades. Upon any suspension by Interconnection Customer pursuant to Article 5.16, Interconnection Customer shall be responsible for only those costs specified in this Article 5.16.

5.17 Taxes.

5.17.1 Interconnection Customer Payments Not Taxable. The Parties intend that all payments or property transfers made by Interconnection Customer to Transmission Owner for the installation of the Transmission Owner's Interconnection Facilities, Network Upgrades, Transmission Owner's System Protection Facilities, Distribution Upgrades and Generator Upgrades shall be non-taxable, either as contributions to capital, or as an advance, in accordance with the Internal Revenue Code and any applicable state income tax laws and shall not be taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws. To the extent that Transmission Owner is a limited liability company and not a corporation, and has

elected to be taxed as a partnership, then the following shall apply: Transmission Owner represents, and the Parties acknowledge, that Transmission Owner is a limited liability company and is treated as a partnership for federal income tax purposes. Any payment made by Interconnection Customer to Transmission Owner for Network Upgrades is to be treated as an upfront payment in accordance with Rev Proc 2005-35. It is anticipated by the parties that any amounts paid by Interconnection Customer to Transmission Owner for Network Upgrades will be reimbursed to Interconnection Customer in accordance with the terms of this GIA, provided Interconnection Customer fulfills its obligations under this GIA.

- 5.17.2 Representations and Covenants.** In accordance with IRS Notice 2016-36, Interconnection Customer represents and covenants that (i) ownership of the electricity generated at the Generating Facility will pass to another party prior to the transmission of the electricity on the Transmission System, (ii) for income tax purposes, the amount of any payments and the cost of any property transferred to Transmission Owner for the Transmission Owner's Interconnection Facilities will be capitalized by Interconnection Customer as an intangible asset and recovered using the straight-line method over a useful life of twenty (20) years, and (iii) any portion of the Transmission Owner's Interconnection Facilities that is a "dual-use intertie," within the meaning of IRS Notice 2016-36, is reasonably expected to carry only a de minimis amount of electricity in the direction of the Generating Facility. For this purpose, "de minimis amount" means no more than 5 percent of the total power flows in both directions, calculated in accordance with the "5 percent test" set forth in IRS Notice 2016-36. This is not intended to be an exclusive list of the relevant conditions that must be met to conform to IRS requirements for non-taxable treatment.

At Transmission Owner's request, Interconnection Customer shall provide Transmission Owner with a report from an independent engineer confirming its representation in clause (iii), above, with a copy to Transmission Provider. Transmission Owner represents and covenants that the cost of the Transmission Owner's Interconnection Facilities paid for by Interconnection Customer will have no net effect on the base upon which rates are determined.

- 5.17.3 Indemnification for the Cost Consequences of Current Tax Liability** Upon Transmission Owner. Notwithstanding Article 5.17.1 and to the extent permitted by law, Interconnection Customer shall protect, indemnify and hold harmless Transmission Owner from the cost consequences of any tax liability imposed against Transmission Owner as the result of payments or property transfers made by Interconnection Customer to Transmission Owner under this GIA for Interconnection Facilities, as well as any interest and penalties, other than interest and penalties attributable to any delay caused by Transmission Owner.

Transmission Owner shall not include a gross-up for the cost consequences of any current tax liability in the amounts it charges Interconnection Customer under this GIA unless (i) Transmission Owner has determined, in good faith, that the payments or property transfers made by Interconnection Customer to Transmission Owner should be reported as income subject to taxation or (ii) any Governmental Authority directs Transmission Owner to report payments or property as income subject to taxation; provided, however, that Transmission Owner may require Interconnection Customer to provide security for Interconnection Facilities, in a form reasonably acceptable to Transmission Owner (such as a parental guarantee or a letter of credit), in an amount equal to the cost consequences or any current tax liability under this Article 5.17. Interconnection Customer shall reimburse Transmission Owner for such costs on a fully grossed-up basis, in accordance with Article 5.17.4, within thirty (30) Calendar Days of receiving written notification from Transmission Owner of the amount due, including detail about how the amount was calculated.

The indemnification obligation shall terminate at the earlier of (1) the expiration of the ten-year testing period and the applicable statute of limitation, as it may be extended by Transmission Owner upon request of the IRS, to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations as contemplated by this Article 5.17.

5.17.4 Tax Gross-Up Amount. Interconnection Customer's liability for the cost consequences of any current tax liability under this Article 5.17 shall be calculated on a fully grossed-up basis. Except as may otherwise be agreed to by the parties, this means that Interconnection Customer will pay Transmission Owner, in addition to the amount paid for the Interconnection Facilities, Network Upgrades, Transmission Owner's System Protection Facilities, and/or Distribution Upgrades, an amount equal to (1) the current taxes imposed on Transmission Owner ("Current Taxes") on the excess of (a) the gross income realized by Transmission Owner as a result of payments or property transfers made by Interconnection Customer to Transmission Owner under this GIA (without regard to any payments under this Article 5.17) (the "Gross Income Amount") over (b) the present value of future tax deductions for depreciation that will be available as a result of such payments or property transfers (the "Present Value Depreciation Amount"), plus (2) an additional amount sufficient to permit Transmission Owner to receive and retain, after the payment of all Current Taxes, an amount equal to the net amount described in clause (1).

For this purpose, (i) Current Taxes shall be computed based on Transmission Owner's composite federal and state tax rates at the time the payments or property transfers are received and Transmission Owner will be treated as being subject to tax at the highest marginal rates in effect at that time (the "Current Tax Rate"), and (ii) the Present Value Depreciation Amount shall be computed by discounting Transmission Owner's anticipated tax depreciation deductions as

a result of such payments or property transfers by Transmission Owner's current weighted average cost of capital. Thus, the formula for calculating Interconnection Customer's liability to Transmission Owner pursuant to this Article 5.17.4 can be expressed as follows: $(\text{Current Tax Rate} \times (\text{Gross Income Amount} - \text{Present Value of Tax Depreciation})) / (1 - \text{Current Tax Rate})$. Interconnection Customer's estimated tax liability in the event taxes are imposed shall be stated in Appendix A, Interconnection Facilities, Network Upgrades and Distribution Upgrades.

- 5.17.5 Private Letter Ruling or Change or Clarification of Law.** At Interconnection Customer's request and expense, Transmission Owner shall file with the IRS a request for a private letter ruling as to whether any property transferred or sums paid, or to be paid, by Interconnection Customer to Transmission Owner under this GIA are subject to federal income taxation. Interconnection Customer will prepare the initial draft of the request for a private letter ruling, and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of Interconnection Customer's knowledge. Transmission Owner and Interconnection Customer shall cooperate in good faith with respect to the submission of such request.

Transmission Owner shall keep Interconnection Customer fully informed of the status of such request for a private letter ruling and shall execute either a privacy act waiver or a limited power of attorney, in a form acceptable to the IRS, that authorizes Interconnection Customer to participate in all discussions with the IRS regarding such request for a private letter ruling. Transmission Owner shall allow Interconnection Customer to attend all meetings with IRS officials about the request and shall permit Interconnection Customer to prepare the initial drafts of any follow-up letters in connection with the request.

- 5.17.6 Subsequent Taxable Events.** If, within 10 years from the date on which the relevant Transmission Owner's Interconnection Facilities are placed in service, (i) Interconnection Customer breaches the covenant contained in Article 5.17.2, (ii) a "disqualification event" occurs within the meaning of IRS Notice 88-129, or (iii) this GIA terminates and Transmission Owner retains ownership of the Interconnection Facilities, Network Upgrades, Transmission Owner's System Protection Facilities, and/or Distribution Upgrades, Interconnection Customer shall pay a tax gross-up for the cost consequences of any current tax liability imposed on Transmission Owner, calculated using the methodology described in Article 5.17.4 and in accordance with IRS Notice 90-60.

- 5.17.7 Contests.** In the event any Governmental Authority determines that Transmission Owner's receipt of payments or property constitutes income that is subject to taxation, Transmission Owner shall notify Interconnection Customer, in writing, within thirty (30) Calendar Days of receiving notification of such determination by a Governmental Authority. Upon the timely written request by Interconnection Customer and at Interconnection Customer's sole

expense, Transmission Owner may appeal, protest, seek abatement of, or otherwise oppose such determination. Upon Interconnection Customer's written request and sole expense, Transmission Owner shall file a claim for refund with respect to any taxes paid under this Article 5.17, whether or not it has received such a determination. Transmission Owner reserves the right to make all decisions with regard to the prosecution of such appeal, protest, abatement or other contest, including the selection of counsel and compromise or settlement of the claim, but Transmission Owner shall keep Interconnection Customer informed, shall consider in good faith suggestions from Interconnection Customer about the conduct of the contest, and shall reasonably permit Interconnection Customer or an Interconnection Customer representative to attend contest proceedings.

Interconnection Customer shall pay to Transmission Owner on a periodic basis, as invoiced by Transmission Owner, Transmission Owner's documented reasonable costs of prosecuting such appeal, protest, abatement or other contest. At any time during the contest, Transmission Owner may agree to a settlement either with Interconnection Customer's consent or after obtaining written advice from nationally-recognized tax counsel, selected by Transmission Owner, but reasonably acceptable to Interconnection Customer, that the proposed settlement represents a reasonable settlement given the hazards of litigation. Interconnection Customer's obligation shall be based on the amount of the settlement agreed to by Interconnection Customer, or if a higher amount, so much of the settlement that is supported by the written advice from nationally-recognized tax counsel selected under the terms of the preceding sentence. The settlement amount shall be calculated on a fully grossed-up basis to cover any related cost consequences of the current tax liability. Any settlement without Interconnection Customer's consent or such written advice will relieve Interconnection Customer from any obligation to indemnify Transmission Owner for the tax at issue in the contest.

- 5.17.8 Refund.** In the event that (a) a private letter ruling is issued to Transmission Owner which holds that any amount paid or the value of any property transferred by Interconnection Customer to Transmission Owner under the terms of this GIA is not subject to federal income taxation, (b) any legislative change or administrative announcement, notice, ruling or other determination makes it reasonably clear to Transmission Owner in good faith that any amount paid or the value of any property transferred by Interconnection Customer to Transmission Owner under the terms of this GIA is not taxable to Transmission Owner, (c) any abatement, appeal, protest, or other contest results in a determination that any payments or transfers made by Interconnection Customer to Transmission Owner are not subject to federal income tax, or (d) if Transmission Owner receives a refund from any taxing authority for any overpayment of tax attributable to any payment or property transfer made by Interconnection Customer to Transmission Owner pursuant to this GIA, Transmission Owner shall promptly refund to Interconnection Customer the

following:

any payment made by Interconnection Customer under this Article 5.17 for taxes that is attributable to the amount determined to be non-taxable, together with interest thereon,

(ii) interest on any amounts paid by Interconnection Customer to Transmission Owner for such taxes which Transmission Owner did not submit to the taxing authority, calculated in accordance with the methodology set forth in 18 C.F.R. Section 35.19a(a)(2)(iii) from the date payment was made by Interconnection Customer to the date Transmission Owner refunds such payment to Interconnection Customer, and

(iii) with respect to any such taxes paid by Transmission Owner, any refund or credit Transmission Owner receives or to which it may be entitled from any Governmental Authority, interest (or that portion thereof attributable to the payment described in clause (i), above) owed to Transmission Owner for such overpayment of taxes (including any reduction in interest otherwise payable by Transmission Owner to any Governmental Authority resulting from an offset or credit); provided, however, that Transmission Owner will remit such amount promptly to Interconnection Customer only after and to the extent that Transmission Owner has received a tax refund, credit or offset from any Governmental Authority for any applicable overpayment of income tax related to the Transmission Owner's Interconnection Facilities.

The intent of this provision is to leave both parties, to the extent practicable, in the event that no taxes are due with respect to any payment for Interconnection Facilities and Network Upgrades hereunder, in the same position they would have been in had no such tax payments been made.

5.17.9 Taxes Other Than Income Taxes. Upon the timely request by Interconnection Customer, and at Interconnection Customer's sole expense, Transmission Owner shall appeal, protest, seek abatement of, or otherwise contest any tax (other than federal or state income tax) asserted or assessed against Transmission Owner for which Interconnection Customer may be required to reimburse Transmission Owner under the terms of this GIA. Interconnection Customer shall pay to Transmission Owner on a periodic basis, as invoiced by Transmission Owner, Transmission Owner's documented reasonable costs of prosecuting such appeal, protest, abatement, or other contest. Interconnection Customer and Transmission Owner shall cooperate in good faith with respect to any such contest. Unless the payment of such taxes is a prerequisite to an appeal or abatement or cannot be deferred, no amount shall be payable by Interconnection Customer to Transmission Owner for such taxes until they are assessed by a final, non-appealable order by any court or agency of competent

jurisdiction. In the event that a tax payment is withheld and ultimately due and payable after appeal, Interconnection Customer will be responsible for all taxes, interest and penalties, other than penalties attributable to any delay caused by Transmission Owner.

5.18 Tax Status. Each Party shall cooperate with the other Parties to maintain each Party's tax status. Nothing in this GIA is intended to adversely affect any Party's tax-exempt status with respect to the issuance of bonds including, but not limited to, Local Furnishing Bonds.

5.19 Modification.

5.19.1 General. Either Party may undertake modifications to its facilities. If a Party plans to undertake a modification that reasonably may be expected to affect another Party's facilities, that Party shall provide to the other Parties sufficient information regarding such modification so that the other Parties may evaluate the potential impact of such modification prior to commencement of the work. Such information shall be deemed to be Confidential Information hereunder and shall include information concerning the timing of such modifications and whether such modifications are expected to interrupt the flow of electricity from the Generating Facility. The Party desiring to perform such work shall provide the relevant drawings, plans, and specifications to the other Parties at least ninety (90) Calendar Days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement shall not unreasonably be withheld, conditioned or delayed.

In the case of Generating Facility modifications that do not require Interconnection Customer to submit an Interconnection Request, Transmission Provider shall provide, within thirty (30) Calendar Days (or such other time as the Parties may agree), an estimate of any additional modifications to the Transmission or Distribution System as applicable, Transmission Owner's Interconnection Facilities, Network Upgrades, Transmission Owner's System Protection Facilities, and/or Distribution Upgrades necessitated by such Interconnection Customer modification and a good faith estimate of the costs thereof which shall be the responsibility of Interconnection Customer.

5.19.2 Standards. Any additions, modifications, or replacements made to a Party's facilities shall be designed, constructed and operated in accordance with this GIA and Good Utility Practice.

5.19.3 Modification Costs. Interconnection Customer shall not be directly assigned the costs of any additions, modifications, or replacements that Transmission Owner makes to the Transmission Owner's Interconnection Facilities, Network Upgrades, Transmission Owner's System Protection Facilities, Distribution Upgrades, or the Transmission or Distribution System, as applicable, to facilitate the interconnection of a third party to the Transmission Owner's

Interconnection Facilities or the Transmission or Distribution System, as applicable, or to provide transmission service to a third party under the Tariff. Interconnection Customer shall be responsible for the costs of any additions, modifications, or replacements to the Interconnection Customer's Interconnection Facilities that may be necessary to maintain or upgrade such Interconnection Customer's Interconnection Facilities consistent with Applicable Laws and Regulations, Applicable Reliability Standards or Good Utility Practice.

ARTICLE 6. TESTING AND INSPECTION

- 6.1 Pre-Commercial Operation Date Testing and Modifications.** Prior to the Commercial Operation Date, Transmission Owner shall test the Transmission Owner's Interconnection Facilities, Network Upgrades, Transmission Owner's System Protection Facilities and Distribution Upgrades, and Interconnection Customer shall test each electric production device at the Generating Facility, Interconnection Customer's System Protection Facilities, including control equipment to limit injection at the POI to the level of Interconnection Service set forth in Appendix A and the Interconnection Customer's Interconnection Facilities to ensure their safe and reliable operation. Similar testing may be required after initial operation. Transmission Owner and Interconnection Customer shall make any modifications to their respective facilities that are found to be necessary as a result of such testing. Interconnection Customer shall bear the cost of all such testing and modifications. Interconnection Customer shall generate test energy at the Generating Facility only if it has arranged for the delivery of such test energy.
- 6.2 Post-Commercial Operation Date Testing and Modifications.** Each Party shall at its own expense perform routine inspection and testing of its facilities and equipment in accordance with Good Utility Practice as may be necessary to ensure the continued interconnection of the Generating Facility with the Transmission or Distribution System, as applicable, in a safe and reliable manner. Each Party shall have the right, upon advance written notice, to require reasonable additional testing of the Interconnection Facilities, at the requesting Party's expense, as may be in accordance with Good Utility Practice.
- 6.3 Right to Observe Testing.** Each Party shall notify the other Parties in advance of its performance of tests of its Interconnection Facilities. The other Parties shall each have the right, at its own expense, to observe such testing.
- 6.4 Right to Inspect.** Each Party shall have the right, but shall have no obligation to:
- (i) observe Transmission Owner's and Interconnection Customer's tests and/or inspection of any of their respective System Protection Facilities and other protective equipment, including power system stabilizers and control equipment; (ii) review the settings of the System Protection Facilities and other protective equipment; and (iii) review the maintenance records relative to the Interconnection Facilities, the System Protection Facilities and other protective equipment. A Party may exercise these rights from time to time as it deems necessary upon reasonable notice to the other Parties. The exercise or

non-exercise by a Party of any such rights shall not be construed as an endorsement or confirmation of any element or condition of the Interconnection Facilities or the System Protection Facilities or other protective equipment or the operation thereof, or as a warranty as to the fitness, safety, desirability, or reliability of same. Any information that a Party obtains through the exercise of any of its rights under this Article 6.4 shall be deemed to be Confidential Information and treated pursuant to Article 22 of this GIA.

ARTICLE 7. METERING

- 7.1 General.** Each Party shall comply with the Applicable Reliability Council requirements. Unless the Interconnection Customer is utilizing shared Interconnection Customer Interconnection Facilities, or unless otherwise agreed by the Parties, Transmission Owner, at its election, or otherwise Interconnection Customer, shall install Metering Equipment (the "Metering Party") at the Point of Interconnection prior to any operation of the Generating Facility. Transmission Owner, at its election, or otherwise Interconnection Customer shall own, operate, test and maintain such Metering Equipment. Power flows to and from the Generating Facility shall be measured at or, at the Metering Party's option, compensated to, the Point of Interconnection. If Interconnection Customer will share Interconnection Facilities with any other projects, Interconnection Customer shall install Metering Equipment either on its own Generating Facility or its own non-shared facilities sufficient to measure the output of such Interconnection Customer's Generating Facility separately from any other Generating Facilities with which it will share Interconnection Facilities. The Metering Party shall provide metering quantities, in analog and/or digital form, to the other Parties upon request. Interconnection Customer shall bear all reasonable documented costs associated with the purchase, installation, operation, testing and maintenance of the Metering Equipment.
- 7.2 Check Meters.** Interconnection Customer, at its option and expense, may install and operate, on its premises and on its side of the Point of Interconnection, one or more check meters to check the Metering Equipment owned by the Metering Party. Such check meters shall be for check purposes only and shall not be used for the measurement of power flows for purposes of this GIA, except as provided in Article 7.4 below. The check meters shall be subject at all reasonable times to inspection and examination by Transmission Provider, Transmission Owner or their designees. The installation, operation and maintenance thereof shall be performed entirely by Interconnection Customer in accordance with Good Utility Practice.
- 7.3 Standards.** The Metering Party shall install, calibrate, and test revenue quality Metering Equipment in accordance with applicable ANSI standards.
- 7.4 Testing of Metering Equipment.** The Metering Party shall inspect and test Metering Equipment upon installation and at least once every two (2) years thereafter. If requested to do so by a Party, the Metering Party shall, at the requesting Party's expense, inspect or test Metering Equipment more frequently than every two (2) years. The Metering Party shall give reasonable notice to the other Parties of the time when any inspection or test

shall take place, and the other Parties may have representatives present at the test or inspection. If at any time Metering Equipment is found to be inaccurate or defective, it shall be adjusted, repaired or replaced at Interconnection Customer's expense, in order to provide accurate metering, unless the inaccuracy or defect is due to the Metering Party's failure to maintain, then the Metering Party shall pay. If Metering Equipment fails to register, or if the measurement made by Metering Equipment during a test varies by more than two percent (2%) from the measurement made by the standard meter used in the test, the Metering Party shall adjust the measurements by correcting all measurements for the period during which Metering Equipment was in error by using Interconnection Customer's check meters, if installed. If no such check meters are installed or if the period cannot be reasonably ascertained, the adjustment shall be for the period immediately preceding the test of the Metering Equipment equal to one-half the time from the date of the previous test of the Metering Equipment.

- 7.5 Metering Data.** At Interconnection Customer's expense, the metered data shall be telemetered to one or more locations designated by Transmission Provider and Transmission Owner and one or more locations designated by Interconnection Customer. Such telemetered data shall be used, under normal operating conditions, as the official measurement of the amount of energy delivered from the Generating Facility to the Point of Interconnection.

ARTICLE 8. COMMUNICATIONS

- 8.1 Interconnection Customer Obligations.** Interconnection Customer shall maintain satisfactory operating communications with Transmission Provider's Transmission System dispatcher or representative designated by Transmission Provider. Interconnection Customer shall provide standard voice line, dedicated voice line and facsimile communications at its Generating Facility control room or central dispatch facility through use of either the public telephone system, or a voice communications system that does not rely on the public telephone system. Interconnection Customer shall also provide the dedicated data circuit(s) necessary to provide Interconnection Customer data to Transmission Provider as set forth in Appendix D, Security Arrangements Details. The data circuit(s) shall extend from the Generating Facility to the location(s) specified by Transmission Provider. Any required maintenance of such communications equipment shall be performed by and at the cost of Interconnection Customer. Operational communications shall be activated and maintained under, but not be limited to, the following events: system paralleling or separation, scheduled and unscheduled shutdowns, equipment clearances, and hourly and daily load data.

Unless the Generating Facility is an Intermittent Resource not relying on wind or solar as a fuel source, Interconnection Customer shall install communication and control equipment such that the Generating Facility can receive and respond to the appropriate dispatch signals while operating under the Tariff. Where applicable, the requirements of the communication and control equipment will be enumerated in Appendix C to this GIA.

- 8.2 Remote Terminal Unit (RTU).** Prior to the Initial Synchronization Date of the

Generating Facility, a remote terminal unit, or equivalent data collection and transfer equipment acceptable to both Parties, shall be installed by Interconnection Customer, or by Transmission Owner at Interconnection Customer's expense, to gather accumulated and instantaneous data to be telemetered to the location(s) designated by Transmission Owner and Transmission Provider through use of a dedicated point-to-point data circuit(s) as indicated in Article 8.1. The communication protocol for the data circuit(s) shall be specified by Transmission Owner and Transmission Provider. Instantaneous bi-directional analog real power and reactive power flow information must be telemetered directly to the location(s) specified by Transmission Provider and Transmission Owner.

Each Party will promptly advise the other Parties if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction. The Party owning such equipment shall correct such error or malfunction as soon as reasonably feasible.

8.3 No Annexation. Any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property, unless otherwise mutually agreed by the Parties.

8.4 Provision of Data from a Variable Energy Resource. The Interconnection Customer whose Generating Facility is a Variable Energy Resource shall provide meteorological and forced outage data to the Transmission Provider to the extent necessary for the Transmission Provider's development and deployment of power production forecasts for that class of Variable Energy Resources. The Interconnection Customer with a Variable Energy Resource having wind as the energy source will, upon request by the Transmission Provider, be required to provide the Transmission Provider with site-specific meteorological data including: temperature, wind speed, wind direction, and atmospheric pressure. The Interconnection Customer with a Variable Energy Resource having solar as the energy source will, upon request by the Transmission Provider, be required to provide the Transmission Provider with site-specific meteorological data including: temperature, atmospheric pressure, and irradiance. The Transmission Provider and Interconnection Customer whose Generating Facility is a Variable Energy Resource shall mutually agree to any additional meteorological data that are required for the development and deployment of a power production forecast. The Interconnection Customer whose Generating Facility is a Variable Energy Resource also shall submit data to the Transmission Provider regarding all forced outages to the extent necessary for the Transmission Provider's development and deployment of power production forecasts for that class of Variable Energy Resources. The exact specifications of the meteorological and forced outage data to be provided by the Interconnection Customer to the Transmission Provider, including the frequency and timing of data submittals, shall be made taking into account the size and configuration of the Variable Energy Resource, its characteristics, location, and its importance in maintaining generation resource adequacy and transmission system reliability in its area. All requirements for meteorological and forced outage data must be commensurate with the power production forecasting employed by the Transmission Provider. Data requirements for meteorological and

forced outage data will be negotiated by the Transmission Provider and the Interconnection Customer, and will be set forth in Appendix C, Interconnection Details, of this GIA.

ARTICLE 9. OPERATIONS

- 9.1 General.** Each Party shall comply with the Applicable Reliability Council requirements. Each Party shall provide to any Party all information that may reasonably be required by that Party to comply with Applicable Laws and Regulations and Applicable Reliability Standards.
- 9.2 Local Balancing Authority Notification.** At least three (3) months before Initial Synchronization Date, Interconnection Customer shall notify Transmission Provider and Transmission Owner in writing of the Local Balancing Authority in which the Generating Facility will be located. If Interconnection Customer elects to locate the Generating Facility through dynamic metering/scheduling in a Local Balancing Authority other than the Local Balancing Authority in which the Generating Facility is physically located, and if permitted to do so by the relevant transmission tariffs, all necessary arrangements, including but not limited to those set forth in Article 7 and Article 8 of this GIA, and remote Local Balancing Authority generator interchange agreements, if applicable, and the appropriate measures under such agreements, shall be executed and implemented prior to the placement of the Generating Facility in the other Local Balancing Authority.
- 9.3 Transmission Provider and Transmission Owner Obligations.** Transmission Provider shall cause the Transmission System and the Transmission Owner's Interconnection Facilities to be operated, maintained and controlled in a safe and reliable manner in accordance with this GIA. Transmission Provider, or its designee, may provide operating instructions to Interconnection Customer consistent with this GIA and the Tariff and, if applicable, Transmission Owner's operating protocols and procedures as they may change from time to time. Transmission Provider will consider changes to its operating protocols and procedures proposed by Interconnection Customer.
- 9.4 Interconnection Customer Obligations.** Interconnection Customer shall at its own expense operate, maintain and control the Generating Facility and the Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this GIA. The Generating Facility must be operated in accordance with the operating limits, if any, in the Interconnection Facilities Study and specified in Appendix C of this GIA. Interconnection Customer shall operate the Generating Facility and the Interconnection Customer's Interconnection Facilities in accordance with all applicable requirements of Transmission Provider or its designated Local Balancing Authority Operator of which the Generating Facility is part, as such requirements are set forth in Appendix C, Interconnection Details, of this GIA. Appendix C, Interconnection Details, will be modified to reflect changes to the requirements as they may change from time to time. Any Party may request that a Party provide copies of the requirements set forth in Appendix C, Interconnection Details, of this GIA.

9.5 Start-Up and Synchronization. Consistent with the Parties' mutually acceptable procedures, Interconnection Customer is responsible for the proper synchronization of the Generating Facility to the Transmission or Distribution System, as applicable.

9.6 Reactive Power and Primary Frequency Response.

9.6.1 Power Factor Design Criteria.

9.6.1.1 Synchronous Generation. Interconnection Customer shall design the Generating Facility to be capable of maintaining a composite power delivery at continuous rated power output at the Point of Interconnection at all power factors over 0.95 leading to 0.95 lagging, unless the Transmission Provider has established different requirements that apply to all synchronous generators in the Local Balancing Authority on a comparable basis. The applicable Local Balancing Authority power factor requirements are listed on the Transmission Provider's website at

https://cdn.misoenergy.org/Reactive_Generator_Requirements108137.pdf

and may be referenced in the Appendices to this GIA. The Generating Facility shall be capable of continuous dynamic operation throughout the power factor design range as measured at the Point of Interconnection. Such operation shall account for the net effect of all energy production devices on the Interconnection Customer's side of the Point of Interconnection.

9.6.1.2 Inverter-Based Resource Plants. Interconnection Customer shall design the Generating Facility to be capable of maintaining a composite power delivery at continuous rated power output at the high-side of the generator substation at all power factors over 0.95 leading to 0.95 lagging, unless the Transmission Provider has established different requirements that apply to all inverter-based resource plants in the Local Balancing Authority on a comparable basis. The applicable Local Balancing Authority power factor requirements are listed on the Transmission Provider's website at

https://cdn.misoenergy.org/Reactive_Generator_Requirements108137.pdf

and may be referenced in the Appendices to this GIA. This power factor range standard shall be dynamic and can be met using, for example, power electronics designed to supply this level of reactive capability (taking into account any limitations due to voltage level, real power output, etc.) or fixed and switched capacitors, or a combination of the two. This requirement shall only apply to newly interconnecting inverter-based resource plants that have not yet completed a System Impact Study as of the effective date of the Final Rule establishing this requirement (Order No. 827). These requirements apply to existing inverter-based resource plants making upgrades that require a new Generator Interconnection Agreement only where the Transmission Provider's System

Impact Study shows the need for reactive power as a result of an upgrade. If applicable, these requirements will be memorialized in Appendix C to this GIA.

Additional reactive power requirements for inverter-based resource plants are provided in Appendix G of this GIA.

9.6.2 Voltage Schedules. Once Interconnection Customer has synchronized the Generating Facility with the Transmission System, Transmission Provider shall require Interconnection Customer to operate the Generating Facility to produce or absorb reactive power within the design limitations of the Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria), to maintain the output voltage or power factor at the Point of Interconnection as specified by Transmission Provider. Transmission Provider's voltage schedules shall treat all sources of reactive power in the Local Balancing Authority in an equitable and not unduly discriminatory manner. Transmission Provider shall exercise Reasonable Efforts to provide Interconnection Customer with such schedules at least one (1) Calendar Day in advance, and may make changes to such schedules as necessary to maintain the reliability of the Transmission or Distribution System as applicable. Interconnection Customer shall operate the Generating Facility to maintain the specified output voltage or power factor at the Point of Interconnection within the design limitations of the Generating Facility set forth in Article 9.6.1 (Power Factor Design Criteria). If Interconnection Customer is unable to maintain the specified voltage or power factor, it shall promptly notify Transmission Provider's system operator, or its designated representative.

9.6.2.1 Voltage Regulators. Whenever the Generating Facility is operated in parallel with the Transmission or Distribution System as applicable and voltage regulators are capable of operation, Interconnection Customer shall operate the Generating Facility with its speed governors and voltage regulators in automatic operation. If the Generating Facility's voltage regulators are not capable of such automatic operation, Interconnection Customer shall immediately notify Transmission Provider's system operator, or its designated representative, and ensure that such Generating Facility's reactive power production or absorption (measured in MVARs) are within the design capability of the Generating Facility's generating unit(s) and steady state stability limits. Interconnection Customer shall not cause its Generating Facility to disconnect automatically or instantaneously from the Transmission or Distribution System, as applicable, or trip any generating unit comprising the Generating Facility for an under or over frequency condition unless the abnormal frequency condition persists for a time period beyond the limits set forth in ANSI/IEEE Standard C37.106, or such other standard as applied to other generators in the Local Balancing Authority on a comparable basis.

9.6.3 Payment for Reactive Power. Payments for reactive power shall be pursuant to any tariff or rate schedule filed by Transmission Provider and approved by the FERC.

9.6.4 Primary Frequency Response. This Section 9.6.4 shall only apply in the event that the Interconnection Request for the Generating Facility completed Definitive Planning Phase Interconnection Customer Decision Point 2 after May 15, 2018.

Interconnection Customer shall ensure the primary frequency response capability of its Generating Facility by installing, maintaining, and operating a functioning governor or equivalent controls. The term “functioning governor or equivalent controls” as used herein shall mean the required hardware and/or software that provides frequency responsive real power control with the ability to sense changes in system frequency and autonomously adjust the Generating Facility’s real power output in accordance with the droop and deadband parameters and in the direction needed to correct frequency deviations. Interconnection Customer is required to install a governor or equivalent controls with the capability of operating: (1) with a maximum 5 percent droop and ± 0.036 Hz deadband; or (2) in accordance with the relevant droop, deadband, and timely and sustained response settings from an approved NERC Reliability Standard providing for equivalent or more stringent parameters. The droop characteristic shall be: (1) based on the nameplate capacity of the Generating Facility, and shall be linear in the range of frequencies between 59 to 61 Hz that are outside of the deadband parameter; or (2) based on an approved NERC Reliability Standard providing for an equivalent or more stringent parameter. The deadband parameter shall be: the range of frequencies above and below nominal (60 Hz) in which the governor or equivalent controls is not expected to adjust the Generating Facility’s real power output in response to frequency deviations. The deadband shall be implemented: (1) without a step to the droop curve, that is, once the frequency deviation exceeds the deadband parameter, the expected change in the Generating Facility’s real power output in response to frequency deviations shall start from zero and then increase (for under-frequency deviations) or decrease (for over-frequency deviations) linearly in proportion to the magnitude of the frequency deviation; or (2) in accordance with an approved NERC Reliability Standard providing for an equivalent or more stringent parameter. Interconnection Customer shall notify Transmission Provider that the primary frequency response capability of the Generating Facility has been tested and confirmed during commissioning. Once Interconnection Customer has synchronized the Generating Facility with the Transmission System, Interconnection Customer shall operate the Generating Facility consistent with the provisions specified in Sections 9.6.4.1 and 9.6.4.2 of this GIA. The primary frequency response requirements contained herein shall apply to both synchronous and inverter-based resource plant Generating Facilities.

9.6.4.1 Governor or Equivalent Controls. Whenever the Generating Facility is operated in parallel with the Transmission System, Interconnection Customer shall operate the Generating Facility with its governor or

equivalent controls in service and responsive to frequency. Interconnection Customer shall: (1) in coordination with Transmission Provider and/or the relevant balancing authority, set the deadband parameter to: (a) a maximum of ± 0.036 Hz and set the droop parameter to a maximum of 5 percent; or (b) implement the relevant droop and deadband settings from an approved NERC Reliability Standard that provides for equivalent or more stringent parameters. Interconnection Customer shall be required to provide the status and settings of the governor or equivalent controls to Transmission Provider and/or the relevant balancing authority upon request. If Interconnection Customer needs to operate the Generating Facility with its governor or equivalent controls not in service, Interconnection Customer shall immediately notify Transmission Provider and the relevant balancing authority, and provide both with the following information: (1) the operating status of the governor or equivalent controls (i.e., whether it is currently out of service or when it will be taken out of service); (2) the reasons for removing the governor or equivalent controls from service; and (3) a reasonable estimate of when the governor or equivalent controls will be returned to service. Interconnection Customer shall make Reasonable Efforts to return its governor or equivalent controls into service as soon as practicable. Interconnection Customer shall make Reasonable Efforts to keep outages of the Generating Facility's governor or equivalent controls to a minimum whenever the Generating Facility is operated in parallel with the Transmission System.

9.6.4.2 Timely and Sustained Response. Interconnection Customer shall ensure that the Generating Facility's real power response to sustained frequency deviations outside of the deadband setting is automatically provided and shall begin immediately after frequency deviates outside of the deadband, and to the extent the Generating Facility has operating capability in the direction needed to correct the frequency deviation. Interconnection Customer shall not block or otherwise inhibit the ability of the governor or equivalent controls to respond and shall ensure that the response is not inhibited, except under certain operational constraints including, but not limited to, ambient temperature limitations, physical energy limitations, outages of mechanical equipment, or regulatory requirements. The Generating Facility shall sustain the real power response at least until system frequency returns to a value within the deadband setting of the governor or equivalent controls. A Commission-approved Reliability Standard with equivalent or more stringent requirements shall supersede the above requirements.

9.6.4.3 Exemptions. Generating Facilities that are regulated by the United States Nuclear Regulatory Commission shall be exempt from Sections 9.6.4, 9.6.4.1, and 9.6.4.2 of this GIA. Generating Facilities that are behind the meter generation that is sized-to-load (i.e., the thermal load

and the generation are near-balanced in real-time operation and the generation is primarily controlled to maintain the unique thermal, chemical, or mechanical output necessary for the operating requirements of its host facility) shall be required to install primary frequency response capability in accordance with the droop and deadband capability requirements specified in Section 9.6.4, but shall be otherwise exempt from the operating requirements in Sections 9.6.4, 9.6.4.1, 9.6.4.2, and 9.6.4.4 of this GIA.

9.6.4.4 Electric Storage Resources. Interconnection Customer interconnecting an electric storage resource shall establish an operating range in Appendix C that specifies a minimum state of charge and a maximum state of charge between which the electric storage resource will be required to provide primary frequency response consistent with the conditions set forth in Sections 9.6.4, 9.6.4.1, 9.6.4.2 and 9.6.4.3 of this GIA. Appendix C shall specify whether the operating range is static or dynamic, and shall consider (1) the expected magnitude of frequency deviations in the interconnection; (2) the expected duration that system frequency will remain outside of the deadband parameter in the interconnection; (3) the expected incidence of frequency deviations outside of the deadband parameter in the interconnection; (4) the physical capabilities of the electric storage resource; (5) operational limitations of the electric storage resource due to manufacturer specifications; and (6) any other relevant factors agreed to by Transmission Provider and Interconnection Customer, and in consultation with the relevant transmission owner or balancing authority as appropriate. If the operating range is dynamic, then Appendix C must establish how frequently the operating range will be reevaluated and the factors that may be considered during its reevaluation.

Interconnection Customer's electric storage resource is required to provide timely and sustained primary frequency response consistent with Section 9.6.4.2 of this GIA when it is online and dispatched to inject electricity to the Transmission System and/or receive electricity from the Transmission System. This excludes circumstances when the electric storage resource is not dispatched to inject electricity to the Transmission System and/or dispatched to receive electricity from the Transmission System.

9.6.4.5 Inverter-Based Resource Plants. Additional primary frequency response requirements for inverter-based resource plants, including electric storage resources, are provided in Appendix G of this GIA.

9.7 Outages and Interruptions.

9.7.1 Outages.

- 9.7.1.1 Outage Authority and Coordination.** Interconnection Customer and Transmission Owner may each in accordance with Good Utility Practice in coordination with the other Party and Transmission Provider remove from service any of its respective Interconnection Facilities, System Protection Facilities, Network Upgrades, System Protection Facilities or Distribution Upgrades that may impact the other Party's facilities as necessary to perform maintenance or testing or to install or replace equipment. Absent an Emergency Condition, the Party scheduling a removal of such facility(ies) from service will use Reasonable Efforts to notify one another and schedule such removal on a date and time mutually acceptable to the Parties. In all circumstances, any Party planning to remove such facility(ies) from service shall use Reasonable Efforts to minimize the effect on the other Parties of such removal.
- 9.7.1.2 Outage Schedules.** Transmission Provider shall post scheduled outages of transmission facilities on the OASIS. Interconnection Customer shall submit its planned maintenance schedules for the Generating Facility to Transmission Provider and Transmission Owner for a minimum of a rolling twenty-four (24) month period in accordance with the Transmission Provider's procedures. Interconnection Customer shall update its planned maintenance schedules as necessary. Transmission Provider may request Interconnection Customer to reschedule its maintenance as necessary to maintain the reliability of the Transmission System; provided, however, adequacy of generation supply shall not be a criterion in determining Transmission System reliability.

Transmission Provider shall compensate, pursuant to applicable Transmission Provider tariff or rate schedule, Interconnection Customer for any additional direct costs that Interconnection Customer incurs as a result of having to reschedule maintenance, including any additional overtime, breaking of maintenance contracts or other costs above and beyond the cost Interconnection Customer would have incurred absent the Transmission Provider's request to reschedule maintenance. Interconnection Customer will not be eligible to receive compensation, if during the twelve (12) months prior to the date of the scheduled maintenance, Interconnection Customer had modified its schedule of maintenance activities.

Costs shall be determined by negotiation between Transmission Provider and Interconnection Customer prior to implementation of the voluntary change in outage schedules, or if such request is made by or on behalf of a Transmission Customer requesting firm service, costs and recovery of costs shall be determined through a bilateral agreement between the Transmission Customer and Interconnection Customer. Voluntary changes to outage schedules under this Article 9.7.1.2 are separate from

actions and compensation required under Article 13 and for which costs are recovered in accordance with Transmission Provider's applicable tariff or rate schedule.

9.7.1.3 Outage Restoration. If an outage on either the Interconnection Customer's or Transmission Owner's Interconnection Facilities, Network Upgrades, System Protection Facilities or Distribution Upgrades adversely affects a Party's operations or facilities, the Party that owns or controls the facility that is out of service shall use Reasonable Efforts to promptly restore such facility(ies) to a normal operating condition consistent with the nature of the outage. The Party that owns or controls the facility that is out of service shall provide the other Parties, to the extent such information is known, information on the nature of the Emergency Condition, an estimated time of restoration, and any corrective actions required. Initial verbal notice shall be followed up as soon as practicable with written notice to the other Parties explaining the nature of the outage.

9.7.2 Interruption of Service. If required by Good Utility Practice to do so, Transmission Provider may require Interconnection Customer to interrupt or reduce deliveries of electricity if such delivery of electricity could adversely affect Transmission Provider's ability to perform such activities as are necessary to safely and reliably operate and maintain the Transmission System. The following provisions shall apply to any interruption or reduction permitted under this Article 9.7.2:

- 9.7.2.1** The interruption or reduction shall continue only for so long as reasonably necessary under Good Utility Practice;
- 9.7.2.2** Any such interruption or reduction shall be made on an equitable, non-discriminatory basis with respect to all generating facilities directly connected to the Transmission or Distribution System, as applicable;
- 9.7.2.3** When the interruption or reduction must be made under circumstances which do not allow for advance notice, Transmission Provider shall notify Interconnection Customer by telephone as soon as practicable of the reasons for the curtailment, interruption, or reduction, and, if known, its expected duration. Telephone notification shall be followed by written notification as soon as practicable;
- 9.7.2.4** Except during the existence of an Emergency Condition, when the interruption or reduction can be scheduled without advance notice, Transmission Provider shall notify Interconnection Customer in advance regarding the timing of such scheduling and further notify Interconnection Customer of the expected duration. Transmission Provider shall coordinate with Interconnection Customer using Good

Utility Practice to schedule the interruption or reduction during periods of least impact to Interconnection Customer, Transmission Owner and Transmission Provider;

9.7.2.5 The Parties shall cooperate and coordinate with each other to the extent necessary in order to restore the Generating Facility, Interconnection Facilities, and the Transmission or Distribution System, as applicable to their normal operating state, consistent with system conditions and Good Utility Practice.

9.7.3 Under-Frequency, Over-Frequency, Under-Voltage, and Over-Voltage Conditions. The Transmission System is designed to automatically activate a load-shed program as required by the Applicable Reliability Council in the event of an under-frequency or under-voltage system disturbance. Interconnection Customer shall implement under-frequency, over-frequency, under-voltage, and over-voltage relay set points for the Generating Facility as required by the Applicable Reliability Council to ensure “ride through” capability of the Transmission System. Generating Facility response to frequency and/or voltage deviations of pre-determined magnitudes, including under-frequency, over-frequency, under-voltage, and over-voltage, shall be studied and coordinated with Transmission Provider in accordance with Good Utility Practice. The term “ride through” as used herein shall mean the ability of a Generating Facility to stay connected to and synchronized with the Transmission System during system disturbances within a range of under-frequency, over-frequency, under-voltage, and over-voltage conditions, in accordance with Good Utility Practice.

9.7.4 System Protection and Other Control Requirements.

9.7.4.1 System Protection Facilities. Interconnection Customer shall, at its expense, install, operate and maintain its System Protection Facilities as a part of the Generating Facility or the Interconnection Customer’s Interconnection Facilities. Transmission Owner shall install at Interconnection Customer’s expense any Transmission Owner’s System Protection Facilities that may be required on the Transmission Owner’s Interconnection Facilities or the Transmission Owner’s transmission or distribution facilities as a result of the interconnection of the Generating Facility and the Interconnection Customer’s Interconnection Facilities.

9.7.4.2 Interconnection Customer’s and Transmission Owner’s System Protection Facilities shall be designed and coordinated with Affected Systems in accordance with Good Utility Practice.

9.7.4.3 Each Party shall be responsible for protection of its facilities consistent with Good Utility Practice.

9.7.4.4 Each Party’s protective relay design shall incorporate the necessary test

switches to perform the tests required in Article 6. The required test switches will be placed such that they allow operation of lockout relays while preventing breaker failure schemes from operating and causing unnecessary breaker operations and/or the tripping of the Generating Facility.

9.7.4.5 Each Party will test, operate and maintain their respective System Protection Facilities in accordance with Good Utility Practice.

9.7.4.6 Prior to the In-Service Date, and again prior to the Commercial Operation Date, Interconnection Customer or Transmission Owner, or their respective agents, shall perform a complete calibration test and functional trip test of the System Protection Facilities. At intervals suggested by Good Utility Practice and following any apparent malfunction of the System Protection Facilities, Interconnection Customer or Transmission Owner shall each perform both calibration and functional trip tests of their respective System Protection Facilities. These tests do not require the tripping of any in-service generating unit. These tests do, however, require that all protective relays and lockout contacts be activated.

9.7.5 Requirements for Protection. In compliance with Good Utility Practice, Interconnection Customer shall provide, install, own, and maintain relays, circuit breakers and all other devices necessary to remove any fault contribution of the Generating Facility to any short circuit occurring on the Transmission or Distribution System, as applicable, not otherwise isolated by Transmission Owner's equipment, such that the removal of the fault contribution shall be coordinated with the protective requirements of the Transmission or Distribution System, as applicable. Such protective equipment shall include, without limitation, a disconnecting device or switch with load-interrupting capability located between the Generating Facility and the Transmission or Distribution System, as applicable, at a site selected upon mutual agreement (not to be unreasonably withheld, conditioned or delayed) of the Parties. Interconnection Customer shall be responsible for protection of the Generating Facility and Interconnection Customer's other equipment from such conditions as negative sequence currents, over- or under-frequency, sudden load rejection, over- or under-voltage, and generator loss-of-field. Interconnection Customer shall be solely responsible to disconnect the Generating Facility and Interconnection Customer's other equipment if conditions on the Transmission or Distribution System, as applicable, could adversely affect the Generating Facility.

9.7.6 Power Quality. Neither Party's facilities shall cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by ANSI Standard C84.1, in accordance with IEEE Standard 519, or any applicable superseding electric industry standard. In the event of a conflict between ANSI Standard C84.1, and any applicable superseding electric industry

standard, the applicable superseding electric industry standard shall control.

9.8 Switching and Tagging Rules. Prior to the Initial Synchronization Date, each Party shall provide the other Parties a copy of its switching and tagging rules that are applicable to the other Parties' activities. Such switching and tagging rules shall be developed on a non-discriminatory basis. The Parties shall comply with applicable switching and tagging rules, as amended from time to time, in obtaining clearances for work or for switching operations on equipment.

9.9 Use of Interconnection Facilities by Other Parties.

9.9.1 Purpose of Interconnection Facilities. Except as may be required by Applicable Laws and Regulations, or as otherwise agreed to among the Parties, the Interconnection Facilities shall be constructed for the sole purpose of interconnecting the Generating Facility to the Transmission or Distribution System, as applicable, and shall be used for no other purpose.

9.9.2 Other Users. If required by Applicable Laws and Regulations or if the Parties mutually agree, such agreement not to be unreasonably withheld or delayed, to allow one or more Parties to use the Transmission Owner's Interconnection Facilities, or any part thereof, Interconnection Customer will be entitled to compensation for the capital expenses it incurred in connection with the Interconnection Facilities based upon the pro rata use of the Interconnection Facilities by Transmission Owner, all non-Party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually-agreed upon methodology. In addition, cost responsibility for ongoing costs, including operation and maintenance costs associated with the Interconnection Facilities, will be allocated between Interconnection Customer and any non-Party users based upon the pro rata use of the Interconnection Facilities by Transmission Owner, all non-Party users, and Interconnection Customer, in accordance with Applicable Laws and Regulations or upon some other mutually agreed upon methodology. If the issue of such compensation or allocation cannot be resolved through such negotiations, it shall be submitted to Dispute Resolution pursuant to Section 12 of the Tariff.

9.10 Disturbance Analysis Data Exchange. The Parties will cooperate with one another in the analysis of disturbances to either the Generating Facility or the Transmission System by gathering and providing access to any information relating to any disturbance, including information from oscillography, protective relay targets, breaker operations and sequence of events records, and any disturbance information required by Good Utility Practice.

ARTICLE 10. MAINTENANCE

10.1 Transmission Owner Obligations. Transmission Owner shall maintain the Transmission Owner's Interconnection Facilities in a safe and reliable manner and in

accordance with this GIA and all Applicable Laws and Regulations.

- 10.2 Interconnection Customer Obligations.** Interconnection Customer shall maintain the Generating Facility and the Interconnection Customer's Interconnection Facilities in a safe and reliable manner and in accordance with this GIA and all Applicable Laws and Regulations.
- 10.3 Coordination.** The Parties shall confer regularly to coordinate the planning, scheduling and performance of preventive and corrective maintenance on the Generating Facility and the Interconnection Facilities.
- 10.4 Secondary Systems.** Each Party shall cooperate with the other in the inspection, maintenance, and testing of control or power circuits that operate below 600 volts, AC or DC, including, but not limited to, any hardware, control or protective devices, cables, conductors, electric raceways, secondary equipment panels, transducers, batteries, chargers, and voltage and current transformers that directly affect the operation of a Party's facilities and equipment which may reasonably be expected to impact another Party. Each Party shall provide advance notice to the other Parties before undertaking any work on such circuits, especially on electrical circuits involving circuit breaker trip and close contacts, current transformers, or potential transformers.
- 10.5 Operating and Maintenance Expenses.** Subject to the provisions herein addressing the use of facilities by others, and except for operations and maintenance expenses associated with modifications made for providing Interconnection Service or Transmission Service to a non-Party and such non-Party pays for such expenses, Interconnection Customer shall be responsible for all reasonable expenses including overheads, associated with: (1) owning, operating, maintaining, repairing, and replacing Interconnection Customer's Interconnection Facilities; and (2) operation, maintenance, repair and replacement of Transmission Owner's Interconnection Facilities to the extent required by Transmission Owner on a comparable basis.

ARTICLE 11. PERFORMANCE OBLIGATION

- 11.1 Interconnection Customer's Interconnection Facilities.** Interconnection Customer shall design, procure, construct, install, own and/or control the Interconnection Customer's Interconnection Facilities described in Appendix A at its sole expense.
- 11.2 Transmission Owner's Interconnection Facilities.** Transmission Owner shall design, procure, construct, install, own and/or control the Transmission Owner's Interconnection Facilities described in Appendix A at the sole expense of Interconnection Customer.
- 11.3 Network Upgrades, System Protection Facilities and Distribution Upgrades.** Transmission Owner shall design, procure, construct, install, and own the Network Upgrades, Transmission Owner's System Protection Facilities and Distribution Upgrades described in Appendix A. Interconnection Customer shall be responsible for all costs related to Distribution Upgrades and/or Generator Upgrades. As required by Section

7.3.2.1 and 7.3.3.1 of Attachment X, Transmission Owner shall have provided Transmission Provider with written notice if Transmission Owner elects to fund the capital for the Network Upgrades and Transmission Owner's System Protection Facilities; otherwise, such facilities, if any, shall be solely funded by Interconnection Customer. In the event that the Transmission Owner elects to fund the capital costs of the Network Upgrades and/or Transmission Owner's System Protection Facilities, then the Parties shall enter into a Facilities Service Agreement. The Facilities Service Agreement shall take the form of the *pro forma* Facilities Service Agreement that is included as Appendix 14 of Attachment X to the MISO Tariff.

11.3.1 Contingencies Affecting Network Upgrades, System Protection Facilities and Distribution Upgrades. Network Upgrades, System Protection Facilities and Distribution Upgrades that are required to accommodate the Generating Facility may be modified because (1) a higher queued Interconnection Request withdrew or was deemed to have withdrawn, (2) the interconnection agreement associated with a higher queued Interconnection Request was terminated prior to the project's In-Service Date, (3) the Commercial Operation Date for a higher queued Interconnection Request is delayed, or the project itself is delayed (including due to suspension) such that facilities required to accommodate lower queued projects or the project itself may be altered, (4) the queue position is reinstated for a higher-queued Interconnection Request whose queue position was subject to dispute resolution, (5) changes occur in Transmission Provider or Transmission Owner equipment design standards or reliability criteria giving rise to the need for restudy, (6) the facilities required to accommodate a higher queued Interconnection Request were modified constituting a Material Modification pursuant to Section 4.4 of the GIP, (7) a GIA with an effective date prior to this GIA is terminated, (8) when ordered to restudy by FERC, or (9) the Network Upgrade Facilities Study for a Network Upgrade, which is to be included in this GIA, is completed after execution of this GIA. The higher queued Interconnection Requests that could impact the Network Upgrades, System Protection Facilities and Distribution Upgrades required to accommodate the Generating Facility, and possible Modifications that may result from the above listed events affecting the higher queued Interconnection Requests, to the extent such modifications are reasonably known and can be determined, and estimates of the costs associated with such required Network Upgrades, System Protection Facilities and Distribution Upgrades, are provided in Appendix A.

11.3.2 Agreement to Restudy and Cost Reallocation. In the event that one of the contingencies listed in Article 11.3.1 occurs, at any time before the Network Upgrades, Common Use Upgrades, Shared Network Upgrades, System Protection Facilities and/or Distribution Upgrades associated with higher queued Interconnection Requests with GIA in effect prior to this GIA are completed, Transmission Provider may determine, in its discretion, that a restudy is required. If a restudy is required, Transmission Provider will provide notice to Interconnection Customer and Interconnection Customer agrees to enter into an Interconnection Study Agreement for such restudy. Transmission Provider will

reevaluate the need for any Common Use Upgrade(s) and/or Shared Network Upgrade(s), and if still required, reallocate the cost and responsibility for any Common Use Upgrade and/or Shared Network Upgrade, without a restudy when possible, or with a restudy if the Transmission Provider deems it necessary in order to ensure reliability of the Transmission System. The Parties agree to amend Appendix A to this GIA in accordance with Article 30.10 to reflect the results of any cost reallocation required under this Article 11.3.2.

11.3.3 Agreement to Fund Shared Network Upgrades. Interconnection Customer agrees to fund Shared Network Upgrades, as determined by Transmission Provider. Where applicable, payments to fund Shared Network Upgrade(s) that are made to Transmission Provider by Interconnection Customer will be disbursed by Transmission Provider to the appropriate entities that funded the Shared Network Upgrades in accordance with Attachment X and Attachment FF of the Tariff. In the event that Interconnection Customer fails to meet its obligation to fund Shared Network Upgrades, Transmission Owner and Transmission Provider shall not be responsible for the Interconnection Customer's funding obligation.

11.4 Transmission Credits.

11.4.1 Repayment of Amounts Advanced for Network Upgrades. Interconnection Customer shall be entitled to a cash repayment by Transmission Owner(s) and the Affected System Owner(s) that own the Network Upgrades, of the amount paid respectively to Transmission Owner and Affected System Operator, if any, for the Network Upgrades, as provided under Attachment FF of this Tariff and including any tax gross-up or other tax-related payments associated with the repayable portion of the Network Upgrades, and not repaid to Interconnection Customer pursuant to Article 5.17.8 or otherwise, to be paid to Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, as payments are made under the Tariff and Affected System's Tariff for Transmission Services with respect to the Generating Facility. Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. § 35.19 (a)(2)(iii) from the date of any payment for Network Upgrades through the date on which Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. Interest shall not accrue during periods in which Interconnection Customer has suspended construction pursuant to Article 11 or the Network Upgrades have been determined not to be needed pursuant to this Article 11.4.1. Interconnection Customer may assign such repayment rights to any person.

If the Generating Facility is designated a Network Resource under the Tariff, or if there are otherwise no incremental payments for Transmission Service resulting from the use of the Generating Facility by Transmission Customer, and in the absence of another mutually agreeable payment schedule any repayments provided under Attachment FF shall be established equal to the applicable rate

for Firm Point-To-Point Transmission Service for the pricing zone where the Network Load is located multiplied by the portion of the demonstrated output of the Generating Facility designated as a Network Resource by the Network Customer(s) or in the absence of such designation, equal to the monthly firm single system-wide rate defined under Schedule 7 of the Tariff multiplied by the portion of the demonstrated output of the Generating Facility under contract to Network Customer(s) and consistent with studies pursuant to Section 3.2.2.2 of the GIP.

Notwithstanding the foregoing, as applicable and consistent with the provisions of Attachment FF of this Tariff, Interconnection Customer, Transmission Provider, Transmission Owner, and Affected System Operator may adopt any alternative payment schedule that is mutually agreeable so long as Transmission Owner and Affected System Operator take one of the following actions no later than five (5) years from the Commercial Operation Date: (1) return to Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that Transmission Owner or Affected System Operator will continue to provide payments to Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the Commercial Operation Date.

If the Generating Facility is installed in phases, the amount eligible for refund as each phase achieves Commercial Operation will be reduced by the proportional amount of generation capacity not yet installed. However, all facilities in Appendix A other than the Generating Facility shall be built without consideration for the phasing of the Generating Facility as though the entire Generating Facility will be placed in Commercial Operation for the full output or increased output of the Generating Facility constructed by Interconnection Customer under this GIA.

If the Generating Facility fails to achieve Commercial Operation, but it or another generating facility is later constructed and makes use of the Network Upgrades, Transmission Owner and Affected System Operator shall at that time reimburse Interconnection Customer for the remaining applicable amounts that may be refundable pursuant to Attachment FF of this Tariff that were advanced for the Network Upgrades on their respective systems as described above. Before any such reimbursement can occur, Interconnection Customer, or the entity that ultimately constructs the Generating Facility, if different, is responsible for identifying the entity to which the reimbursement must be made.

11.4.2 Special Provisions for Transmission Provider as an Affected System to be covered under Separate Agreements. When the Transmission Owner's Transmission or Distribution System (including for this Article 11.4.2

independent distribution systems connected to the Transmission System) is an Affected System for an interconnection in another electric system, Transmission Provider will coordinate the performance of Interconnection Studies with the other system. Transmission Provider will determine if any Network Upgrades or Distribution Upgrades, which may be required on the Transmission System as a result of the interconnection, would not have been needed but for the interconnection. Unless Transmission Owner provides, under the interconnection agreement between Interconnection Customer and the other system, for the repayment of amounts advanced to Transmission Provider or an impacted Transmission Owner for Network Upgrades, Interconnection Customer, Transmission Provider, and the impacted Transmission Owner(s) shall enter into an agreement that provides for such repayment by Transmission Owner(s) as directed by Transmission Provider. The agreement shall specify the terms governing payments to be made by Interconnection Customer to the Affected System Operator as well as the payment of refunds by the Affected System Operator.

11.4.3 Notwithstanding any other provision of this GIA, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that Interconnection Customer, shall be entitled to, now or in the future under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursement or transmission credits for transmission service that is not associated with the Generating Facility.

11.5 Initial Payment. For upgrades that the Transmission Owner has elected to self-fund, the Interconnection Customer is responsible for making the initial payment for the total cost of Network Upgrades (excluding JTIQ Upgrades) or Transmission Owner's System Protection Facilities in the form of security pursuant to Article 11.6. For upgrades where the Transmission Owner did not elect to self-fund, the Interconnection Customer shall elect (and provide its election to the Transmission Provider within five days of the commencement of negotiation of the GIA pursuant to Section 11.2 of the GIP) to make either 1) an initial payment equal to twenty (20) percent of the total cost of Network Upgrades (excluding JTIQ Upgrades), Transmission Owner Interconnection Facilities, Transmission Owner's System Protection Facilities, Distribution Upgrades and/or Generator Upgrades (if the In-Service Date is less than or equal to five (5) years of the initial payment date); or 2) an initial payment equal to ten (10) percent of the total cost of Network Upgrades (excluding JTIQ Upgrades), Transmission Owner Interconnection Facilities, Transmission Owner's System Protection Facilities, Distribution Upgrades and/or Generator Upgrades (if the In-Service Date exceeds the initial payment date by more than five (5) years); or 3) the total cost of Network Upgrades (excluding JTIQ Upgrades), Transmission Owner Interconnection Facilities, Transmission Owner's System Protection Facilities, Distribution Upgrades and/or Generator Upgrades in the form of security pursuant to Article 11.6. The initial payment shall be provided to

Transmission Owner by Interconnection Customer pursuant to this Article 11.5 within the later of a) forty-five (45) Calendar Days of the execution of the GIA by all Parties, or b) forty-five (45) Calendar Days of acceptance by FERC if the GIA is filed unexecuted and the payment is being protested by Interconnection Customer, or c) forty-five (45) Calendar Days of the filing if the GIA is filed unexecuted and the initial payment is not being protested by Interconnection Customer. If the Interconnection Customer made its milestone payments in the form of cash and the Interconnection Customer elects a cash initial payment, then the Transmission Provider shall transfer those funds to the Transmission Owner on the Interconnection Customer's behalf.

- 11.6 Provision of Security.** Unless a milestone cash payment schedule is provided in Appendix B, Interconnection Customer shall, at least forty-five (45) Calendar Days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of a facility, not otherwise funded under Article 11.5, provide additional security. Additionally, the Interconnection Customer will be required to provide security more than forty-five (45) Calendar Days in advance if requested by Transmission Owner because regulatory approvals are required for the construction of such facilities. Interconnection Customer shall provide Transmission Owner, at Interconnection Customer's selection, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to Transmission Owner and is consistent with the Uniform Commercial Code of the jurisdiction identified in Article 14.2.1. Such security for payment shall be in an amount sufficient to cover the applicable costs and cost commitments, in addition to those funded under Article 11.5, required of the Party responsible for building the facilities pursuant to the construction schedule developed in Appendix B for designing, engineering, seeking regulatory approval from any Governmental Authority, constructing, procuring and installing the applicable portion of the Transmission Owner's Interconnection Facilities, Transmission Owner's System Protection Facilities, Network Upgrades, Distribution Upgrades or Stand-Alone Network Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to Transmission Owner for these purposes.

In addition:

- 11.6.1** The guarantee must be made by an entity that meets the creditworthiness requirements of Transmission Owner, and contain terms and conditions that guarantee payment of any amount that may be due from Interconnection Customer, up to an agreed-to maximum amount.
- 11.6.2** The letter of credit must be issued by a financial institution reasonably acceptable to Transmission Owner and must specify a reasonable expiration date.
- 11.6.3** The surety bond must be issued by an insurer reasonably acceptable to Transmission Owner and must specify a reasonable expiration date.
- 11.6.4** If the Shared Network Upgrade is not in service, Interconnection Customer will

not be required to make a payment under Schedule 26-B until the Shared Network Upgrade is in service, but Interconnection Customer will provide, as applicable, an Irrevocable Letter of Credit to fund any Shared Network Upgrade pursuant to Attachment FF of the Tariff. The Irrevocable Letter of Credit shall be in an amount sufficient to cover the Interconnection Customer's share of the applicable costs and cost commitments associated with the Shared Network Upgrades. Transmission Provider may periodically adjust the Interconnection Customer's share of the applicable costs and cost commitment of Shared Network Upgrades and may require Interconnection Customer to adjust the amount of the Irrevocable Letter of Credit accordingly.

- 11.7 Interconnection Customer Compensation.** If Transmission Provider requests or directs Interconnection Customer to provide a service pursuant to Article 13.4 of this GIA, Transmission Provider shall compensate Interconnection Customer in accordance with any tariff or rate schedule filed by Transmission Provider and approved by the FERC.
- 11.8 Provision of Security for JTIQ Upgrades.** If the Transmission Provider determines that the Interconnection Request meets the distribution factor and impact criteria specified in Section 9.4.2(d)(ii) of Rate Schedule 6 (MISO SPP JOA) and is included in the JTIQ Participation Group, Interconnection Customer shall be required to provide security in accordance with Attachment X, Appendix 18 (MISO JTIQ Commitment Agreement) and SPP's JTIQ Service Agreement.

ARTICLE 12. INVOICE

- 12.1 General.** Each Party shall submit to the other Party, on a monthly basis, invoices of amounts due, if any, for the preceding month. Each invoice shall state the month to which the invoice applies and fully describe the services and equipment provided. The Parties may discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts a Party owes to the other Party under this GIA, including interest payments or credits, shall be netted so that only the net amount remaining due shall be paid by the owing Party.
- 12.2 Final Invoice.** Within six (6) months after completion of the construction of the Transmission Owner's Interconnection Facilities, Transmission Owner's System Protection Facilities, Distribution Upgrades and the Network Upgrades, Transmission Owner shall provide an invoice of the final cost of the construction of the Transmission Owner's Interconnection Facilities, Transmission Owner's System Protection Facilities, Distribution Upgrades and the Network Upgrades and shall set forth such costs in sufficient detail to enable Interconnection Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Transmission Owner shall refund, with interest (calculated in accordance with 18 C.F.R. Section 35.19a(a)(2)(iii)), to Interconnection Customer any amount by which the actual payment by Interconnection Customer for estimated costs exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.

- 12.3 Payment.** Invoices shall be rendered to the paying Party at the address specified in Appendix F. The Party receiving the invoice shall pay the invoice within thirty (30) Calendar Days of receipt. All payments shall be made in immediately available funds payable to the other Party, or by wire transfer to a bank named and account designated by the invoicing Party. Payment of invoices by a Party will not constitute a waiver of any rights or claims that Party may have under this GIA.
- 12.4 Disputes.** In the event of a billing dispute among the Parties, Transmission Provider shall continue to provide Interconnection Service under this GIA as long as Interconnection Customer: (i) continues to make all payments not in dispute; and (ii) pays to Transmission Provider or Transmission Owner or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If Interconnection Customer fails to meet these two requirements for continuation of service, then Transmission Provider may or, at Transmission Owner's request upon Interconnection Customer's failure to pay, Transmission Owner, shall provide notice to Interconnection Customer of a Default pursuant to Article 17. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to another Party shall pay the amount due with interest calculated in accord with the methodology set forth in 18 C.F.R. § 35.19a(a)(2)(iii).

ARTICLE 13. EMERGENCIES

- 13.1 Obligations.** Each Party shall comply with the Emergency Condition procedures of Transmission Provider, NERC, the Applicable Reliability Council, and Applicable Laws and Regulations.
- 13.2 Notice.** Transmission Provider or Transmission Owner shall notify the other Parties promptly when it becomes aware of an Emergency Condition that affects the Transmission Owner's Interconnection Facilities or the Transmission or Distribution System, as applicable, that may reasonably be expected to affect Interconnection Customer's operation of the Generating Facility or the Interconnection Customer's Interconnection Facilities.

Interconnection Customer shall notify Transmission Provider and Transmission Owner, which includes by definition if applicable, the operator of a Distribution System, promptly when it becomes aware of an Emergency Condition that affects the Generating Facility or the Interconnection Customer's Interconnection Facilities that may reasonably be expected to affect the Transmission or Distribution System, as applicable, or the Transmission Owner's Interconnection Facilities.

To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of Interconnection Customer's or Transmission Provider's or Transmission Owner's facilities and operations, its anticipated duration and the corrective action taken and/or to be taken. The initial notice shall be followed as soon as practicable with written notice.

13.3 Immediate Action. Unless, in a Party's reasonable judgment, immediate action is required, the Party exercising such judgment shall notify and obtain the consent of the other Parties, such consent to not be unreasonably withheld, prior to performing any manual switching operations at the Generating Facility or the Interconnection Customer's Interconnection Facilities in response to an Emergency Condition either declared by Transmission Provider or otherwise regarding the Transmission or Distribution System, as applicable.

13.4 Transmission Provider and Transmission Owner Authority.

13.4.1 General. Transmission Provider or Transmission Owner may take whatever actions or inactions with regard to the Transmission System or the Transmission Owner's Interconnection Facilities it deems necessary during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Transmission System or the Transmission Owner's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service.

Transmission Provider or Transmission Owner shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Generating Facility or the Interconnection Customer's Interconnection Facilities. Transmission Provider or Transmission Owner may, on the basis of technical considerations, require the Generating Facility to mitigate an Emergency Condition by taking actions necessary and limited in scope to remedy the Emergency Condition, including, but not limited to, directing Interconnection Customer to shut-down, start-up, increase or decrease the real or reactive power output of the Generating Facility; implementing a reduction or disconnection pursuant to Article 13.4.2; directing Interconnection Customer to assist with blackstart (if available) or restoration efforts; or altering the outage schedules of the Generating Facility and the Interconnection Customer's Interconnection Facilities. Interconnection Customer shall comply with all of Transmission Provider's or Transmission Owner's operating instructions concerning Generating Facility real power and reactive power output within the manufacturer's design limitations of the Generating Facility's equipment that is in service and physically available for operation at the time, in compliance with Applicable Laws and Regulations.

13.4.2 Reduction and Disconnection. Transmission Provider or Transmission Owner may reduce Interconnection Service or disconnect the Generating Facility or the Interconnection Customer's Interconnection Facilities, when such reduction or disconnection is necessary under Good Utility Practice due to Emergency Conditions. These rights are separate and distinct from any right of curtailment of Transmission Provider pursuant to the Tariff. When Transmission Provider can schedule the reduction or disconnection in advance, Transmission Provider shall notify Interconnection Customer of the reasons, timing and expected duration of the reduction or disconnection. Transmission Provider shall coordinate with Interconnection Customer and Transmission Owner using Good

Utility Practice to schedule the reduction or disconnection during periods of least impact to Interconnection Customer, Transmission Owner and Transmission Provider. Any reduction or disconnection shall continue only for so long as reasonably necessary pursuant to Good Utility Practice. The Parties shall cooperate with each other to restore the Generating Facility, the Interconnection Facilities, and the Transmission System to their normal operating state as soon as practicable consistent with Good Utility Practice.

- 13.5 Interconnection Customer Authority.** Consistent with Good Utility Practice and this GIA and the GIP, Interconnection Customer may take whatever actions or inactions with regard to the Generating Facility or the Interconnection Customer's Interconnection Facilities during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Generating Facility or the Interconnection Customer's Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service. Interconnection Customer shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Transmission System and the Transmission Owner's Interconnection Facilities. Transmission Provider and Transmission Owner shall use Reasonable Efforts to assist Interconnection Customer in such actions.
- 13.6 Limited Liability.** Except as otherwise provided in Article 11.6 of this GIA, no Party shall be liable to any other for any action it takes in responding to an Emergency Condition so long as such action is made in good faith and is consistent with Good Utility Practice.
- 13.7 Audit.** In accordance with Article 25.3, any Party may audit the performance of another Party when that Party declared an Emergency Condition.

ARTICLE 14. REGULATORY REQUIREMENTS AND GOVERNING LAW

- 14.1 Regulatory Requirements.** Each Party's obligations under this GIA shall be subject to its receipt of any required approval or certificate from one or more Governmental Authorities in the form and substance satisfactory to the applying Party, or the Party making any required filings with, or providing notice to, such Governmental Authorities, and the expiration of any time period associated therewith. Each Party shall in good faith seek, and if necessary assist the other Party and use its Reasonable Efforts to obtain such other approvals. Nothing in this GIA shall require Interconnection Customer to take any action that could result in its inability to obtain, or its loss of, status or exemption under the Federal Power Act, the Public Utility Holding Company Act of 2005, as amended, or the Public Utility Regulatory Policies Act of 1978.
- 14.2 Governing Law.**
- 14.2.1** The validity, interpretation and performance of this GIA and each of its provisions shall be governed by the laws of the state where the Point of Interconnection is located, without regard to its conflicts of law principles.

14.2.2 This GIA is subject to all Applicable Laws and Regulations.

14.2.3 Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, rules, or regulations of a Governmental Authority.

ARTICLE 15. NOTICES

15.1 General. Unless otherwise provided in this GIA, any notice, demand or request required or permitted to be given by any Party to the other Parties and any instrument required or permitted to be tendered or delivered by a Party in writing to the other Parties shall be effective when delivered and may be so given, tendered or delivered, by recognized national courier, or by depositing the same with the United States Postal Service with postage prepaid, for delivery by certified or registered mail, addressed to the Party, or personally delivered to the Party, at the address set out in Appendix F, Addresses for Delivery of Notices and Billings.

Either Party may change the notice information in this GIA by giving five (5) Business Days written notice prior to the effective date of the change.

15.2 Billings and Payments. Billings and payments shall be sent to the addresses set out in Appendix F.

15.3 Alternative Forms of Notice. Any notice or request required or permitted to be given by any Party to the other and not required by this GIA to be given in writing may be so given by telephone, facsimile or email to the telephone numbers and email addresses set out in Appendix F.

15.4 Operations and Maintenance Notice. Each Party shall notify the other Parties in writing of the identity of the person(s) that it designates as the point(s) of contact with respect to the implementation of Articles 9 and 10.

ARTICLE 16. FORCE MAJEURE

16.1 Force Majeure.

16.1.1 Economic hardship is not considered a Force Majeure event.

16.1.2 A Party shall not be considered to be in Default with respect to any obligation hereunder, (including obligations under Article 4 and 5), other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Parties in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone, facsimile or email notices given pursuant to

this Article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall exercise Reasonable Efforts to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.

ARTICLE 17. DEFAULT

17.1 Default

- 17.1.1** General. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this GIA or the result of an act or omission of another Party. Upon a Breach, the non-Breaching Party or Parties shall give written notice of such Breach to the Breaching Party with a copy to the other Party if one Party gives notice of such Breach. Except as provided in Article 17.1.2, the Breaching Party shall have thirty (30) Calendar Days from receipt of the Breach notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) Calendar Days, the Breaching Party shall commence such cure within thirty (30) Calendar Days after notice and continuously and diligently complete such cure within ninety (90) Calendar Days from receipt of the Breach notice; and, if cured within such time, the Breach specified in such notice shall cease to exist.
- 17.1.2** Termination. If a Breach is not cured as provided in this Article, or if a Breach is not capable of being cured within the period provided for herein, the non-Breaching Party or Parties shall terminate this GIA, subject to Article 2.3.2 of this GIA, by written notice to the Breaching Party, with a copy to the other Party if one Party gives notice of termination, and be relieved of any further obligation hereunder and, whether or not that Party(ies) terminates this GIA, to recover from the Breaching Party all amounts due hereunder, plus all other damages and remedies to which it is (they are) entitled at law or in equity. The provisions of this Article will survive termination of this GIA.
- 17.1.3** Cross-Default. Pursuant to Article 11.3 of this GIA, the Parties shall enter into a Facilities Service Agreement if the Transmission Owner has elected to fund the capital for the Network Upgrades and/or Transmission Owner's System Protection Facilities. Notwithstanding anything to the contrary contained in this GIA, a breach by Interconnection Customer of any provision, covenant, or other term or condition contained in the Facilities Service Agreement shall be considered a breach under this GIA. Such breach shall be subject to the terms of Article 17 of this GIA. If a default under this GIA results from the Interconnection Customer's breach of the Facilities Service Agreement and subsequent failure to cure, the Transmission Owner and Transmission Provider shall be entitled, but in no event required, to apply all rights and remedies

available by reason of default under the Facilities Service Agreement and this GIA.

Pursuant to Section 11.3 of the GIP, an Interconnection Customer included in a JTIQ Participation Group shall execute or request the unexecuted filing both of the Transmission Provider's JTIQ Commitment Agreement and the JTIQ Service Agreement included in SPP's tariff. Notwithstanding anything to the contrary contained in this GIA, a breach by Interconnection Customer of any provision, covenant, or other term or condition contained in the JTIQ Commitment Agreement or SPP's JTIQ Service Agreement shall be considered a breach under this GIA. Such breach shall be subject to the terms of Article 17 of this GIA provided, however, that the manner and timing of cure of such breach shall adhere to the requirements of the applicable agreement and cure in accordance with the provisions of such agreement shall also cure the breach of this GI. If a default under this GIA results from the Interconnection Customer's breach of the JTIQ Commitment Agreement or SPP JTIQ Service Agreement and subsequent failure to cure, the Transmission Owner and Transmission Provider shall be entitled, but in no event required, to apply all rights and remedies available by reason of default under the JTIQ Commitment Agreement, SPP JTIQ Service Agreement, and this GIA.

ARTICLE 18. LIMITATION OF LIABILITY, INDEMNITY, CONSEQUENTIAL DAMAGES AND INSURANCE

- 18.1 Limitation of Liability.** A Party shall not be liable to another Party or to any third party or other person for any damages arising out of actions under this GIA, including, but not limited to, any act or omission that results in an interruption, deficiency or imperfection of Interconnection Service, except as provided in this Tariff. The provisions set forth in the Tariff shall be additionally applicable to any Party acting in good faith to implement or comply with its obligations under this GIA, regardless of whether the obligation is preceded by a specific directive.
- 18.2 Indemnity.** To the extent permitted by law, an Indemnifying Party shall at all times indemnify, defend and hold the other Parties harmless from Loss.
- 18.2.1 Indemnified Party.** If an Indemnified Party is entitled to indemnification under this Article 18 as a result of a claim by a non-Party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed under Article 18.2, to assume the defense of such claim, such Indemnified Party may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
- 18.2.2 Indemnifying Party.** If an Indemnifying Party is obligated to indemnify and hold any Indemnified Party harmless under this Article 18, the amount owing to the Indemnified Party shall be the amount of such Indemnified Party's actual

Loss, net of any insurance or other recovery.

- 18.2.3 Indemnity Procedures.** Promptly after receipt by an Indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in Article 18.2 may apply, the Indemnified Party shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party.

The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by such Indemnifying Party and reasonably satisfactory to the Indemnified Party. If the defendants in any such action include one or more Indemnified Parties and the Indemnifying Party and if the Indemnified Party reasonably concludes that there may be legal defenses available to it and/or other Indemnified Parties which are different from or additional to those available to the Indemnifying Party, the Indemnified Party shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on its own behalf. In such instances, the Indemnifying Party shall only be required to pay the fees and expenses of one additional attorney to represent an Indemnified Party or Indemnified Parties having such differing or additional legal defenses.

The Indemnified Party shall be entitled, at its expense, to participate in any such action, suit or proceeding, the defense of which has been assumed by the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party (i) shall not be entitled to assume and control the defense of any such action, suit or proceedings if and to the extent that, in the opinion of the Indemnified Party and its counsel, such action, suit or proceeding involves the potential imposition of criminal liability on the Indemnified Party, or there exists a conflict or adversity of interest between the Indemnified Party and the Indemnifying Party, in such event the Indemnifying Party shall pay the reasonable expenses of the Indemnified Party, and (ii) shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the Indemnified Party, which shall not be reasonably withheld, conditioned or delayed.

- 18.3 Consequential Damages.** Other than the Liquidated Damages heretofore described, in no event shall either Party be liable under any provision of this GIA for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided; however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

18.4 Insurance. Transmission Owner and Interconnection Customer shall, at their own expense, maintain in force throughout the period of this GIA pursuant to 18.4.9, and until released by the other Party, the following minimum insurance coverages, with insurers authorized to do business or an approved surplus lines carrier in the state where the Point of Interconnection is located:

18.4.1 Employers' Liability and Workers' Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the state in which the Point of Interconnection is located.

18.4.2 Commercial General Liability Insurance including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of One Million Dollars (\$1,000,000) per occurrence/One Million Dollars (\$1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage.

18.4.3 Comprehensive Automobile Liability Insurance, for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers licensed for travel on public roads, with a minimum combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury, including death, and property damage.

18.4.4 Excess Public Liability Insurance over and above the Employer's Liability, Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of Twenty Million Dollars (\$20,000,000) per occurrence/Twenty Million Dollars (\$20,000,000) aggregate.

18.4.5 The Commercial General Liability Insurance, Comprehensive Automobile Insurance and Excess Public Liability Insurance policies shall name the other Parties, their parents, associated and Affiliate companies and their respective directors, officers, agents, servants and employees ("Other Party Group") as additional insured. All policies shall contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this GIA against the Other Party Groups and provide thirty (30) Calendar Days' advance written notice to the Other Party Groups prior to anniversary date of cancellation or any material change in coverage or condition.

18.4.6 The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies shall contain

provisions that specify that the policies are primary and shall apply to such extent without consideration for other policies separately carried and shall state that each insured is provided coverage as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount for which the insurer would have been liable had only one insured been covered. Each Party shall be responsible for its respective deductibles or retentions.

18.4.7 The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Excess Public Liability Insurance policies, if written on a Claims First Made Basis, shall be maintained in full force and effect for two (2) years after termination of this GIA, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by Transmission Owner and Interconnection Customer.

18.4.8 The requirements contained herein as to the types and limits of all insurance to be maintained by Transmission Owner and Interconnection Customer are not intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by Transmission Owner and Interconnection Customer under this GIA.

18.4.9 As of the date set forth in Appendix B, Milestones, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) Calendar Days thereafter, Interconnection Customer and Transmission Owner shall provide the other Party with certification of all insurance required in this GIA, executed by each insurer or by an authorized representative of each insurer.

18.4.10 Notwithstanding the foregoing, Transmission Owner or Interconnection Customer may self-insure to meet the minimum insurance requirements of Articles 18.4.1 through 18.4.8, to the extent it maintains a self-insurance program; provided that, Transmission Owner's or Interconnection Customer's senior secured debt is rated at investment grade, or better, by Standard & Poor's and that its self-insurance program meets minimum insurance requirements under Articles 18.4.1 through 18.4.8. For any period of time that a Transmission Owner's or Interconnection Customer's senior secured debt is unrated by Standard & Poor's or is rated at less than investment grade by Standard & Poor's, such Party shall comply with the insurance requirements applicable to it under Articles 18.4.1 through 18.4.9. In the event that Transmission Owner or Interconnection Customer is permitted to self-insure pursuant to this article, it shall notify the other Party that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in Article 18.4.9.

18.4.11 Transmission Owner and Interconnection Customer agree to report to each other

in writing as soon as practical all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this GIA.

ARTICLE 19. ASSIGNMENT

- 19.1 Assignment.** This GIA may be assigned by any Party only with the written consent of the other Parties; provided that a Party may assign this GIA without the consent of the other Parties to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this GIA; and provided further that Interconnection Customer shall have the right to assign this GIA, without the consent of either Transmission Provider or Transmission Owner, for collateral security purposes to aid in providing financing for the Generating Facility, provided that Interconnection Customer will promptly notify Transmission Provider of any such assignment. Any financing arrangement entered into by Interconnection Customer pursuant to this Article will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify Transmission Provider of the date and particulars of any such exercise of assignment right(s), including providing Transmission Provider and Transmission Owner with proof that it meets the requirements of Article 11.5 and 18.4. Any attempted assignment that violates this Article is void and ineffective. Any assignment under this GIA shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

ARTICLE 20. SEVERABILITY

- 20.1 Severability.** If any provision in this GIA is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this GIA; provided that if Interconnection Customer (or any non-Party, but only if such non-Party is not acting at the direction of either Transmission Provider or Transmission Owner) seeks and obtains such a final determination with respect to any provision of the Alternate Option (Article 5.1.2), or the Negotiated Option (Article 5.1.4), then none of these provisions shall thereafter have any force or effect and the Parties' rights and obligations shall be governed solely by the Standard Option (Article 5.1.1).

ARTICLE 21. COMPARABILITY

- 21.1 Comparability.** The Parties will comply with all applicable comparability and code of conduct laws, rules and regulations including such laws, rules and regulations of Governmental Authorities establishing standards of conduct, as amended from time to time.

ARTICLE 22. CONFIDENTIALITY

- 22.1 Confidentiality.** Confidential Information shall include, without limitation, all information relating to a Party's technology, research and development, business affairs, and pricing, and any information supplied by a Party to another Party prior to the execution of this GIA.

Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document, or, if the information is conveyed orally or by inspection, if the Party providing the information orally informs the Party receiving the information that the information is confidential. The Parties shall maintain as confidential any information that is provided and identified by a Party as Critical Energy Infrastructure Information (CEII), as that term is defined in 18 C.F.R. Section 388.113(c). Such confidentiality will be maintained in accordance with this Article 22.

If requested by the receiving Party, the disclosing Party shall provide in writing, the basis for asserting that the information referred to in this Article warrants confidential treatment, and the requesting Party may disclose such writing to the appropriate Governmental Authority. Each Party shall be responsible for the costs associated with affording confidential treatment to its information.

- 22.1.1 Term.** During the term of this GIA, and for a period of three (3) years after the expiration or termination of this GIA, except as otherwise provided in this Article 22 or with regard to CEII, each Party shall hold in confidence and shall not disclose to any person Confidential Information. CEII shall be treated in accordance with Commission policy and regulations.

- 22.1.2 Scope.** Confidential Information shall not include information that the receiving Party can demonstrate: (1) is generally available to the public other than as a result of a disclosure by the receiving Party; (2) was in the lawful possession of the receiving Party on a non-confidential basis before receiving it from the disclosing Party; (3) was supplied to the receiving Party without restriction by a non-Party, who, to the knowledge of the receiving Party after due inquiry, was under no obligation to the disclosing Party to keep such information confidential; (4) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; (5) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or Breach of this GIA; or (6) is required, in accordance with Article 22.1.7 of this GIA, Order of Disclosure, to be disclosed by any Governmental Authority or is otherwise required to be disclosed by law or subpoena, or is necessary in any legal proceeding establishing rights and obligations under this GIA. Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as confidential notifies the receiving Party that it no longer is confidential.

- 22.1.3 Release of Confidential Information.** No Party shall release or disclose

Confidential Information to any other person, except to its Affiliates (limited by the Standards of Conduct requirements), subcontractors, employees, agents, consultants, or to non-parties who may be or are considering providing financing to or equity participation with Interconnection Customer, or to potential purchasers or assignees of Interconnection Customer, on a need-to-know basis in connection with this GIA, unless such person has first been advised of the confidentiality provisions of this Article 22 and has agreed to comply with such provisions. Notwithstanding the foregoing, a Party providing Confidential Information to any person shall remain primarily responsible for any release of Confidential Information in contravention of this Article 22.

- 22.1.4** Rights. Each Party retains all rights, title, and interest in the Confidential Information that it discloses to the receiving Party. The disclosure by a Party to the receiving Party of Confidential Information shall not be deemed a waiver by the disclosing Party or any other person or entity of the right to protect the Confidential Information from public disclosure.
- 22.1.5** No Warranties. By providing Confidential Information, no Party makes any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, no Party obligates itself to provide any particular information or Confidential Information to another Party nor to enter into any further agreements or proceed with any other relationship or joint venture.
- 22.1.6** Standard of Care. Each Party shall use at least the same standard of care to protect Confidential Information it receives as it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination. Each Party may use Confidential Information solely to fulfill its obligations to another Party under this GIA or its regulatory requirements.
- 22.1.7** Order of Disclosure. If a court or a Governmental Authority or entity with the right, power, and apparent authority to do so requests or requires any Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the disclosing Party with prompt notice of such request(s) or requirement(s) so that the disclosing Party may seek an appropriate protective order or waive compliance with the terms of this GIA. Notwithstanding the absence of a protective order or waiver, the Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use Reasonable Efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.
- 22.1.8** Termination of Agreement. Upon termination of this GIA for any reason, each Party shall, within ten (10) Calendar Days of receipt of a written request from another Party, use Reasonable Efforts to destroy, erase, or delete (with such

destruction, erasure, and deletion certified in writing to the requesting Party) or return to the requesting Party, without retaining copies thereof, any and all written or electronic Confidential Information received from the requesting Party, except that each Party may keep one copy for archival purposes, provided that the obligation to treat it as Confidential Information in accordance with this Article 22 shall survive such termination.

- 22.1.9 Remedies.** The Parties agree that monetary damages would be inadequate to compensate a Party for another Party's Breach of its obligations under this Article 22. Each Party accordingly agrees that the disclosing Party shall be entitled to equitable relief, by way of injunction or otherwise, if the receiving Party Breaches or threatens to Breach its obligations under this Article 22, which equitable relief shall be granted without bond or proof of damages, and the Breaching Party shall not plead in defense that there would be an adequate remedy at law. Such remedy shall not be deemed an exclusive remedy for the Breach of this Article 22, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. No Party, however, shall be liable for indirect, incidental, or consequential or punitive damages of any nature or kind resulting from or arising in connection with this Article 22.
- 22.1.10 Disclosure to FERC, its Staff or a State.** Notwithstanding anything in this Article 22 to the contrary, and pursuant to 18 CFR § 1b.20, if FERC or its staff, during the course of an investigation or otherwise, requests information from a Party that is otherwise required to be maintained in confidence pursuant to this GIA, the Party shall provide the requested information to FERC or its staff, within the time provided for in the request for information. In providing the information to FERC or its staff, the Party must, consistent with 18 CFR § 388.112, request that the information be treated as confidential and non-public by FERC and its staff and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Parties to this GIA prior to the release of the Confidential Information to FERC or its staff. The Party shall notify the other Parties to this GIA when it is notified by FERC or its staff that a request to release Confidential Information has been received by FERC, at which time any of the Parties may respond before such information would be made public, pursuant to 18 CFR § 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.
- 22.1.11** Subject to the exception in Article 22.1.10, any information that a disclosing Party claims is competitively sensitive, commercial or financial information under this GIA shall not be disclosed by the receiving Party to any person not employed or retained by the receiving Party, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the receiving Party to be required to be disclosed in connection with a dispute between or among the Parties, or the

defense of litigation or dispute; (iii) otherwise permitted by consent of the disclosing Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this GIA or as the Regional Transmission Organization or a Local Balancing Authority operator including disclosing the Confidential Information to a regional or national reliability organization. The Party asserting confidentiality shall notify the receiving Party in writing of the information that Party claims is confidential. Prior to any disclosures of that Party's Confidential Information under this subparagraph, or if any non-Party or Governmental Authority makes any request or demand for any of the information described in this subparagraph, the Party who received the Confidential Information from the disclosing Party agrees to promptly notify the disclosing Party in writing and agrees to assert confidentiality and cooperate with the disclosing Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order or other reasonable measures.

ARTICLE 23. ENVIRONMENTAL RELEASES

- 23.1** Each Party shall notify the other Parties, first orally and then in writing, of the release of any Hazardous Substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect another Party. The notifying Party shall: (i) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than twenty-four hours after such Party becomes aware of the occurrence; and (ii) promptly furnish to the other Parties copies of any publicly available reports filed with any Governmental Authorities addressing such events.

ARTICLE 24. INFORMATION REQUIREMENTS

- 24.1 Information Acquisition.** Transmission Provider, Transmission Owner and Interconnection Customer shall submit specific information regarding the electrical characteristics of their respective facilities to each other as described below and in accordance with Applicable Reliability Standards.
- 24.2 Information Submission by Transmission Provider and Transmission Owner** The initial information submission by Transmission Provider to Interconnection Customer, with copy provided to Transmission Owner, shall occur no later than one hundred eighty (180) Calendar Days prior to Trial Operation and shall include Transmission or Distribution System information, as applicable and available, necessary to allow Interconnection Customer to select equipment and meet any system protection and stability requirements, unless otherwise mutually agreed to by the Parties. On a monthly basis, Transmission Owner shall provide Interconnection Customer a status report on the construction and installation of Transmission Owner's Interconnection Facilities, Transmission Owner's System Protection Facilities, Distribution Upgrades and Network Upgrades, including, but not limited to, the following information: (1) progress to date;

(2) a description of the activities since the last report (3) a description of the action items for the next period; and (4) the delivery status of equipment ordered.

- 24.3 Updated Information Submission by Interconnection Customer.** The updated information submission by Interconnection Customer to Transmission Provider, with copy to Transmission Owner, including manufacturer information, shall occur no later than one hundred eighty (180) Calendar Days prior to the Trial Operation. Interconnection Customer shall submit to Transmission Provider and Transmission Owner a completed copy of the Generating Facility data requirements contained in Appendix 1 to the GIP. It shall also include any additional information provided to Transmission Provider for the Interconnection Facilities Study. Information in this submission shall be the most current Generating Facility design or expected performance data. Information submitted for stability models shall be compatible with Transmission Provider standard models. If there is no compatible model, Interconnection Customer will work with a consultant mutually agreed to by Transmission Provider and Interconnection Customer to develop and supply a standard model and associated information.

If the Interconnection Customer's data is materially different from what was originally provided to Transmission Provider pursuant to the Interconnection Study Agreement between Transmission Provider and Interconnection Customer, then Transmission Provider will conduct appropriate studies to determine the impact on the Transmission System based on the actual data submitted pursuant to this Article 24.3. Interconnection Customer shall not begin Trial Operation until such studies are completed.

- 24.4 Information Supplementation.** Prior to the Commercial Operation Date, the Parties shall supplement their information submissions described above in this Article 24 with any and all "as-built" Generating Facility information or "as-tested" performance information that differs from the initial submissions or, alternatively, written confirmation that no such differences exist. Interconnection Customer shall conduct tests on the Generating Facility as required by Good Utility Practice, such as an open circuit "step voltage" test on the Generating Facility to verify proper operation of the Generating Facility's automatic voltage regulator.

Unless otherwise agreed, the test conditions shall include: (1) Generating Facility at synchronous speed; (2) automatic voltage regulator on and in voltage control mode; and (3) a five percent (5 %) change in Generating Facility terminal voltage initiated by a change in the voltage regulators reference voltage. Interconnection Customer shall provide validated test recordings showing the responses in Generating Facility terminal and field voltages. In the event that direct recordings of these voltages is impractical, recordings of other voltages or currents that mirror the response of the Generating Facility's terminal or field voltage are acceptable if information necessary to translate these alternate quantities to actual Generating Facility terminal or field voltages is provided. Generating Facility testing shall be conducted and results provided to Transmission Provider and Transmission Owner for each individual generating unit in a station.

Subsequent to the Commercial Operation Date, Interconnection Customer shall provide Transmission Provider and Transmission Owner any information changes due to equipment replacement, repair, or adjustment. Transmission Owner shall provide Interconnection Customer, with copy to Transmission Provider, any information changes due to equipment replacement, repair or adjustment in the directly connected substation or any adjacent Transmission Owner substation that may affect the Interconnection Customer's Interconnection Facilities equipment ratings, protection or operating requirements. The Parties shall provide such information no later than thirty (30) Calendar Days after the date of the equipment replacement, repair or adjustment.

ARTICLE 25. INFORMATION ACCESS AND AUDIT RIGHTS

- 25.1 Information Access.** Each Party (the "disclosing Party") shall make available to the other Parties information that is in the possession of the disclosing Party and is necessary in order for the other Parties to: (i) verify the costs incurred by the disclosing Party for which another Party is responsible under this GIA; and (ii) carry out its obligations and responsibilities under this GIA. The Parties shall not use such information for purposes other than those set forth in this Article 25.1 and to enforce their rights under this GIA.
- 25.2 Reporting of Non-Force Majeure Events.** A Party (the "notifying Party") shall notify the other Parties when the notifying Party becomes aware of its inability to comply with the provisions of this GIA for a reason other than a Force Majeure event. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including the date, duration, reason for the inability to comply, and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation or information provided under this Article shall not entitle any Party receiving such notification to allege a cause for anticipatory breach of this GIA.
- 25.3 Audit Rights.** Subject to the requirements of confidentiality under Article 22 of this GIA, each Party shall have the right, during normal business hours, and upon prior reasonable notice to the other Parties, to audit at its own expense the other Parties' accounts and records pertaining to the Parties' performance or the Parties' satisfaction of obligations under this GIA. Such audit rights shall include audits of the other Parties' costs, calculation of invoiced amounts, the Transmission Provider's efforts to allocate responsibility for the provision of reactive support to the Transmission or Distribution System, as applicable, the Transmission Provider's efforts to allocate responsibility for interruption or reduction of generation, and each Party's actions in an Emergency Condition. Any audit authorized by this Article shall be performed at the offices where such accounts and records are maintained and shall be limited to those portions of such accounts and records that relate to each Party's performance and satisfaction of obligations under this GIA. Each Party shall keep such accounts and records for a period equivalent to the audit rights periods described in Article 25.4.
- 25.4 Audit Rights Periods.**

25.4.1 Audit Rights Period for Construction-Related Accounts and Records.

Accounts and records related to the design, engineering, procurement, and construction of the Transmission Owner's Interconnection Facilities, Transmission Owner's System Protection Facilities, Distribution Upgrades and Network Upgrades shall be subject to audit for a period of twenty-four months following Transmission Owner's issuance of a final invoice in accordance with Article 12.2.

25.4.2 Audit Rights Period for All Other Accounts and Records. Accounts and records related to a Party's performance or satisfaction of all obligations under this GIA other than those described in Article 25.4.1 shall be subject to audit as follows: (i) for an audit relating to cost obligations, the applicable audit rights period shall be twenty-four (24) months after the auditing Party's receipt of an invoice giving rise to such cost obligations; and (ii) for an audit relating to all other obligations, the applicable audit rights period shall be twenty-four (24) months after the event for which the audit is sought.

25.5 Audit Results. If an audit by a Party determines that an overpayment or an underpayment has occurred, a notice of such overpayment or underpayment shall be given to the Party or from whom the overpayment or underpayment is owed together with those records from the audit which support such determination.

ARTICLE 26. SUBCONTRACTORS

26.1 General. Nothing in this GIA shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this GIA; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this GIA in providing such services and each Party shall remain primarily liable to the other Parties for the performance of such subcontractor.

26.2 Responsibility of Principal. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this GIA. The hiring Party shall be fully responsible to the other Parties for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall Transmission Provider or Transmission Owner be liable for the actions or inactions of Interconnection Customer or its subcontractors with respect to obligations of Interconnection Customer under Article 5 of this GIA. Any applicable obligation imposed by this GIA upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

26.3 No Limitation by Insurance. The obligations under this Article 26 will not be limited in any way by any limitation of subcontractor's insurance.

ARTICLE 27. DISPUTES

- 27.1 Submission.** In the event any Party has a dispute, or asserts a claim, that arises out of or in connection with this GIA or its performance, such Party (the “disputing Party”) shall provide the other Parties with written notice of the dispute or claim (“Notice of Dispute”). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the non-disputing Parties. In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the non-disputing Parties’ receipt of the Notice of Dispute, such claim or dispute shall be submitted for resolution in accordance with the dispute resolution procedures of the Tariff.

ARTICLE 28. REPRESENTATIONS, WARRANTIES AND COVENANTS

- 28.1 General.** Each Party makes the following representations, warranties and covenants:

- 28.1.1 Good Standing.** Such Party is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; that it is qualified to do business in the state or states in which the Generating Facility, Interconnection Facilities and Network Upgrades owned by such Party, as applicable, are located; and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this GIA and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this GIA.
- 28.1.2 Authority.** Such Party has the right, power and authority to enter into this GIA, to become a Party hereto and to perform its obligations hereunder. This GIA is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors’ rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).
- 28.1.3 No Conflict.** The execution, delivery and performance of this GIA does not violate or conflict with the organizational or formation documents, or bylaws or operating agreement, of such Party, or any judgment, license, permit, order, material agreement or instrument applicable to or binding upon such Party or any of its assets.
- 28.1.4 Consent and Approval.** Such Party has sought or obtained, or, in accordance with this GIA will seek or obtain, each consent, approval, authorization, order, or acceptance by any Governmental Authority in connection with the execution, delivery and performance of this GIA, and it will provide to any Governmental Authority notice of any actions under this GIA that are required by Applicable Laws and Regulations.

ARTICLE 29. {RESERVED}

ARTICLE 30. MISCELLANEOUS

30.1 Binding Effect. This GIA and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

30.1.1 Reversion. If offered pursuant to an Agency Agreement under which this GIA is executed by Transmission Provider as agent for the relevant Transmission Owner, in the event that the relevant Agency Agreement terminates, any HVDC Service offered by Transmission Provider under this GIA shall revert to the relevant Transmission Owner and Transmission Provider shall be released from all obligations and responsibilities under this GIA.

30.2 Conflicts. In the event of a conflict between the body of this GIA and any attachment, appendices or exhibits hereto, the terms and provisions of the body of this GIA shall prevail and be deemed the final intent of the Parties.

30.3 Rules of Interpretation. This GIA, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this GIA, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this GIA), document, instrument or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) reference to any Applicable Laws and Regulations means such Applicable Laws and Regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect from time to time, including, if applicable, rules and regulations promulgated thereunder; (5) unless expressly stated otherwise, reference to any Article, Section or Appendix means such Article of this GIA or such Appendix to this GIA, or such Section to the GIP or such Appendix to the GIP, as the case may be; (6) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this GIA as a whole and not to any particular Article or other provision hereof or thereof; (7) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (8) relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including."

30.4 Entire Agreement. This GIA, including all Appendices and attachments hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this GIA. There are no other agreements, representations, warranties, or covenants, which constitute any part of the consideration for, or any condition to, any Party's compliance with its obligations

under this GIA.

30.5 No Third Party Beneficiaries. This GIA is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

30.6 Waiver. The failure of a Party to this GIA to insist, on any occasion, upon strict performance of any provision of this GIA will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

Any waiver at any time by any Party of its rights with respect to this GIA shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this GIA. Termination or Default of this GIA for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain Interconnection Service from Transmission Provider. Any waiver of this GIA shall, if requested, be provided in writing.

30.7 Headings. The descriptive headings of the various Articles of this GIA have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this GIA.

30.8 Multiple Counterparts. This GIA may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

30.9 Amendment. The Parties may by mutual agreement amend this GIA by a written instrument duly executed by all of the Parties.

30.10 Modification by the Parties. The Parties may by mutual agreement amend the Appendices to this GIA by a written instrument duly executed by all of the Parties. Such amendment shall become effective and a part of this GIA upon satisfaction of all Applicable Laws and Regulations.

30.11 Reservation of Rights. Transmission Provider shall have the right to make a unilateral filing with FERC to modify this GIA with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under Section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and Transmission Owner and Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this GIA pursuant to Section 206 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this GIA shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the Federal Power Act and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided

herein.

- 30.12 No Partnership.** This GIA shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership among or between the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Parties.

IN WITNESS WHEREOF, the Parties have executed this GIA in multiple originals; each of which shall constitute and be an original GIA among the Parties.

Transmission Provider

Midcontinent Independent System Operator, Inc.

By: _____
Name: _____
Title: _____

Transmission Owner

City of Springfield, IL, Office of Public Utilities

By: _____
Name: _____ *GEM*
Title: _____

Interconnection Customer

Sangamon Solar LLC

By: _____
Name: _____
Title: _____

Project No. J1610

2025-219

APPENDICES TO GIA

Appendix A	Interconnection Facilities, System Protection Facilities, Distribution Upgrades, Generator Upgrades and Network Upgrades
Appendix B	Milestones
Appendix B-1	Pre-Certification Generation Test Notification Form
Appendix C	Interconnection Details
Appendix D	Security Arrangements Details
Appendix E	Commercial Operation Date
Appendix F	Addresses for Delivery of Notices and Billings
Appendix G	Interconnection Requirements for Inverter-Based Resource Plants
Appendix H	Interconnection Requirements for Provisional GIA
Appendix I	Requirements Applicable to Surplus Interconnection Service

Appendix A to GIA

Interconnection Facilities, System Protection Facilities, Distribution Upgrades, Generator Upgrades and Network Upgrades

1. Description of Generating Facility

Interconnection Customer shall install a 109.71 MVA facility, rated at 102.2 MW gross and 100 MW net, with all studies performed at or below these outputs. The Generating Facility is composed of one hundred thirty-eight (138) TMEIC PVU-L0840GR inverter units in a solar farm rated at 0.795 MVA / 0.74 MW each. Interconnection Service provided under this agreement is 100 MW of conditional NRIS that will become 100 MW of NRIS, upon completion of all Interconnection Studies, all Network Upgrades, Affected System Upgrades under this GIA and transmission assumptions listed in Table A10-1 of Exhibit A10.

Interconnection Customer shall install a switchyard with the appropriate protection equipment coordinated per Appendix C to this GIA. The Switchyard shall contain one (1) generator step-up transformer 138/34.5 kV 99/132/165 MVA Z=9.5%, and one (1) 138kV 1200A circuit breaker connected in series fashion as described in Exhibit A1-1.

2. Interconnection Facilities

(a) Point of Interconnection.

- Point of Interconnection ("POI") will be at the 138 kV tap point on Transmission Owner's Chatham Main – North Auburn 138 kV line where the Transmission Owner Interconnection Facilities connects.
- Point of Change of Ownership ("PCO") shall be at the attachment point of the Interconnection Customer's 138kV aerial feeder conductors to the deadend structure in the Transmission Owner switchyard. Interconnection Customer shall be responsible for all deadend assembly hardware to make attachment to the structure. Transmission Owner shall be responsible for jumpers and associated hardware to connect to the aerial feeder conductors.
- Metering Point ("MP") shall be within the Transmission Owner's station behind the POI.

(b) Interconnection Facilities (including metering equipment) to be constructed by Interconnection Customer. Interconnection Customer shall construct Interconnection Customer Interconnection Facilities, which are detailed in Exhibit A1. These facilities shall include:

- Approximately 0.1 miles of 138kV transmission line 477 Vertical
- The IC substation will include a PV SCADA system and a data concentrator as required to manage the PV project and to send the required status and output data to the Transmission Owner and the Transmission Provider.

- (c) **Transmission Owner Interconnection Facilities (including metering equipment) to be constructed by Transmission Owner.** The Transmission Owner will construct TOIF as described in Exhibit A2.

Major Items:

Substation Physical Design:

- i. One (1) - 1200A 40kA 138kV circuit breaker.
 1. Four (4) sets of 2000/5A 800 CTs
 2. One (1) set of 600/5A Revenue class CTs
- ii. Two (2) - 1200A 138kV line disconnect switch
 1. Ground mat will be added below the disconnect switches operator.
 2. Gear Operated
- iii. Six (6) - 138kV surge arresters
- iv. One (1) - 138kV Line CCVT with communication equipment
- v. One (1) – Line Tuner for PLC communication
- vi. One (1) – 138kV 1200A Wave Trap
- vii. Three (3) – 138kV Line PT's (Revenue Metering)
- viii. One (1) – 138kV H-Frame Dead-End Arbor
- ix. One (1) – Distribution Station Service Transformer (AC Power)

Protective Relay Design:

- i. Protective Relaying
 1. The new control enclosure for the 138kV equipment will have three (3) panels initially installed.
 - a. One (1) – CWLP line and breaker relay panel
 - b. One (1) – Metering/Interconnect panel
 - c. One (1) - RTU panel
- ii. DC System
 1. A new DC storage and supply system will be designed in the new control house
 2. DC Service to be 125VDC.
- iii. AC System
 1. A new single phase AC service system will be designed in the new control house.
 2. Primary AC power from Interconnection customer.
 3. Backup AC power from local distribution system.

Civil Design:

- i. Substation layout grading design
- ii. Foundation design

Line Design:

- i. Two terminal drilled pier phase-over-phase switches
 1. Switch equipment
 2. Switch Poles
- ii. Dead End Poles

- iii. Hardware, Wire, Insulators, etc.
- iv. Drilled Pier Foundations

Note the following design assumptions associated with the Appendix A Scope, Section 2

- No real estate or easement support is anticipated as part of this proposal.
- No permitting, AC mitigation, and no utility underground investigation is included.
- No land acquisition is included.
- The Interconnection Customer shall provide geotechnical investigation/analysis and survey.
- No major outage restrictions are expected that will limit constructability.
- Scope of work is for future Transmission Owner assets only.

The cost of these facilities is described in Exhibit A6.

3. Network Upgrades

- (a) **Stand-Alone Network Upgrades to be installed by Transmission Owner.**
None.
- (b) **Network Upgrades to be installed by Transmission Owner.** None.
- (c) **Shared Network Upgrade(s) to be funded by Interconnection Customer.**
None.

4. System Protection Facilities

- (a) **System Protection Facilities not listed in Section 2 or 3 to be constructed by Interconnection Customer.** None.
- (b) **System Protection Facilities not listed in 2 or 3 to be constructed by Transmission Owner.** None.

5. Distribution Upgrades

- (a) **Distribution Upgrades to be constructed by Transmission Owner.** None.

6. Contingency List See Exhibit A10.

7. Affected System Upgrades List. None.

8. JTIQ Upgrades. None.

9. Common Use Upgrades List.

Interconnection Customer is responsible for entering into Facilities Construction Agreements and/or Multi-Party Facilities Construction Agreement with Transmission Owner for Interconnection Customer's share of the following upgrades:

- Ameren

- Towerline-San Jose Rail Rebuild
 - Yvonne-Taylorville S Rebuild
- AMIL
 - Mason-San Jose Rail 138 kV line rebuild to 2000 A
- DEI
 - Cayuga Sub to Cayuga
 - Dresser to Sugarcreek Uprate

10. Exhibits – The following exhibits are included:

- A1. Interconnection Customer One-Line and Site Map
 - A1-1: Interconnection Customer One-Line Diagram
 - A1-2: Interconnection Project Site Map
- A2. Transmission Owner One-Line
 - A2-1: Interconnection Substation One-Line
- A3. Transmission Owner Substation General Arrangement
- A4. Transmission Owner Plan and Profile
- A5. Facilities to be Constructed by Transmission Owner
- A6. Detailed Costs of Facilities to be Constructed by Transmission Owner
- A7. Facilities to be Constructed by Interconnection Customer
- A8. Detailed Cost of Facilities to be Constructed by Interconnection Customer
- A9. Facilities that are Subject to Transmission Owner Reimbursement
- A10. Contingent Facilities
- A11. {Reserved}
- A12. {Reserved}
- A13. Permits, Licenses, Regulatory Approvals and Authorization
- A14. Interconnection and Operating Guidelines

Pgs. 94 - 99 - Confidential Info

Exhibit A5. Facilities to be Constructed by Transmission Owner

Type	Facilities to be Constructed by the Transmission Owner	Cost Estimate
Transmission Owner Interconnection Facilities	New construction to tap Chatham Main – North Auburn 138kV line	\$2,771,371
TOTAL		\$ 2,771,371

Exhibit A6. Detailed Costs of Facilities to be Constructed by Transmission Owner

Site Development	\$ 114,738.23
Foundations	\$ 159,600.00
Structural steel	\$ 130,567.50
Major Equipment	\$ 988,063.10
Installation & Construction	\$ 732,739.50
Engineering, Project Management, Foundation Design	\$ 307,360.63
Construction Administration	\$ 63,771.25
Contingency (15%)	\$ 274,531.04
Project Total Cost Estimate	\$ 2,771,371.25

Exhibit A7. Facilities to be Constructed by Interconnection Customer

None.

Exhibit A8. Detailed Cost of Facilities to be Constructed by Interconnection Customer

None.

Exhibit A9. Facilities that are Subject to Transmission Owner Reimbursement

No Network Upgrades or Stand Alone Network Upgrades are eligible for Transmission Owner reimbursement.

Exhibit A10. Contingent Facilities

Higher queue and/or same DPP group study Interconnection Requests that may create contingencies pursuant to Article 11.3.1 are listed in tables below. Table A10-1 describes transmission assumptions modeled in the studies that were deemed necessary to allow for the Interconnection Service as described in Appendix A of this GIA and is not related to Article 11.3.1, i.e., does not describe projects associated with a higher queued and/or same DPP group study Interconnection Request. Nevertheless, if the transmission assumptions are not completed or significantly modified, the Interconnection Service granted under this GIA may be restricted until such time as the Interconnection Customer funds a study to determine the applicable ERIS and NRIS level that results due to the changes in Table A10-1.

MTEP ID	Facility ID	Facility	Description	Expected Completion Date	Status
17046	24473	24473-Kelso-Substation	Install new 3000 A circuit breaker and motor-operated disconnect switch on 345 kV position V3	12/19/2024	In Service
TBD	TBD	TBD	Case W- J1771 Rating Update-AMIL	TBD	TBD
TBD	TBD	TBD	J1180-Sullivan Rating Update/ AMIL	TBD	TBD
TBD	TBD	TBD	Austin-Kincaid Reconductor (PQ)-AMIL (Replaces MISO ID 23478)	TBD	TBD
AFS	AFS	AFS	J1180-Sullivan Rating Update/ AEP AFS	TBD	TBD
AFS	AFS	AFS	Austin-Kincaid Reconductor (PQ) – CE AFS	TBD	TBD

Table A10-2: Higher Queued Projects

MISO Higher Queued Project #	Service Type	TO	County	State	Point Of Interconnection	Pmax (MW)	Fuel Type
J1025	NRIS	Ameren	Knox County	Missouri	Zachary - Maywood 345 kV Line Tap	300	Wind
J1026	NRIS	Ameren	Audrain County,Ral Is County	Missouri	Spencer Creek 345 kV Substation	400	Wind
J1027	NRIS	HE	Pike County	Indiana	Ratts 161 kV Substation	150	Solar
J1028	NRIS	HE	Pike County	Indiana	Ratts - Victory 161 kV Line Tap	150	Solar
J1034	NRIS	Ameren	Stoddard County	Missouri	Stoddard - Morley 161kV Line Tap	225	Solar
J1058	NRIS	NIPSC O	Lake County	Indiana	Schahfer-St. John 345kV Line Tap	300	Solar
J1063	NRIS	DEI	Clinton County	Indiana	New London - Frankfort 230kV Line Tap	195	Solar
J1067	NRIS	NIPSC O	Jasper County,Pul aski County	Indiana	Reynolds - Burr Oak 345kV Line	240	Solar
J1069	NRIS	NIPSC O	Jasper County,Pul aski County	Indiana	Reynolds 345kV Substation	200	Wind
J1087	NRIS	Ameren	Scott County	Missouri	Miner - Kelso 161 kV Line Tap	200	Solar
J1094	NRIS	Ameren	Washingto n County	Illinois	Prest 138kV Switching Station	150	Solar
J1096	NRIS	Ameren	Saline County	Illinois	Norris City North - Muddy 138 kV Line	150	Solar
J1102	NRIS	Ameren	Logan County	Illinois	Fogarty 138 kV Substation	70	Solar
J1107	NRIS	Ameren	Cape Girardeau County	Missouri	Kelso - Lutesville 345 kV Line Tap	200	Solar
J1115	NRIS	Ameren	Macon County	Illinois	Latham - Oreana 345kV Line	200	Wind

MISO Higher Queued Project #	Service Type	TO	County	State	Point Of Interconnection	Pmax (MW)	Fuel Type
J1139	NRIS	Ameren	Champaign County	Illinois	Sidney Substation 138 kV Bus	150	Solar
J1145	NRIS	Ameren	Callaway County	Missouri	Overton - (McCrede) - Montgomery 345 kV Line Tap	250	Solar
J1180	NRIS	Ameren	Clark County	Illinois	Casey West - Sullivan 345 kV Line	75	Solar
J1182	NRIS	Ameren	Adair County	Missouri	Zachary Substation 345 kV Bus	250	Solar
J1189	NRIS	DEI	Brown County, Ma rtin County	Indiana	Crane Solar 69kV Substation	5	Battery Storage
J1191	NRIS	CWLD	Boone County	Missouri	Bolstad 69 kV Substation	64	Solar
J1198	NRIS	Ameren	Jasper County	Illinois	Newton 345kV Substation	51.8	Hybrid
J1199	NRIS	Ameren	Fulton County	Illinois	Duck Creek 345kV Substation	20	Hybrid
J1200	NRIS	Ameren	Putnam County	Illinois	Putnam 138kV Substation	24.2	Hybrid
J1201	NRIS	Ameren	Montgomer y County	Illinois	North Coffeen 138kV Substation	44.2	Hybrid
J1202	NRIS	Ameren	Randolph County	Illinois	Baldwin Plant 345kV Switchyard - Baldwin Unit 2	68.4	Hybrid
J1208	NRIS	Ameren	Saline County	Illinois	Muddy - Crab Orchard 138 kV line	80	Solar
J1209	NRIS	Ameren	Saline County	Illinois	Muddy - Crab Orchard 138kV Line	80	Solar
J1213	NRIS	Ameren	Iron County	Missouri	Taum Sauk 138kV Switchyard, Bus 1 & 2	60	Hydro
J1216	NRIS	Ameren	Washingto n County	Illinois	Ashley 138 kV Substation	250	Solar

MISO Higher Queued Project #	Service Type	TO	County	State	Point Of Interconnection	Pmax (MW)	Fuel Type
J1231	NRIS	BREC	Lyon County	Kentuck y	Barkley - Caldwell 161kV Line	125	Solar
J1232	NRIS	Ameren	Coles County	Illinois	Chesterville - Mattoon West 138kV Line	99	Solar
J1234	NRIS	DEI	Knox County	Indiana	Edwardsport - Washington Mun, Linton 138kV Line	100	Solar
J1235	NRIS	DEI	Knox County	Indiana	Edwardsport - Washington Mun, Linton 138kV Line	50	Solar
J1241	NRIS	Ameren	Jefferson County	Illinois	West Mt Vernon - Xenia 345kV Line	200	Solar
J1263	NRIS	Ameren	Clark County	Illinois	Casey - Kansas West 345kV Line	408.6	Hybrid
J1266	NRIS	Ameren	Marion County	Illinois	Kinmundy - Salem 138kV Line	99	Solar
J1268	NRIS	Ameren	Lincoln County	Missouri	Pike - Troy 161kV Line	150	Solar
J1269	ERIS	SIGE	Warrick County	Indiana	Elliott 69kV Substation	100	Hybrid
J1272	ERIS	SIGE	Vanderbur gh County	Indiana	Angel Mound 138kV Substation	50	Battery Storage
J1289	NRIS	Ameren	Morgan County	Illinois	Turner - Austin 345kV Line	200	Wind
J1295	NRIS	DEI	Gibson County	Indiana	Gibson - Francisco 345kV Line	280	Solar
J1299	NRIS	Ameren	Scott County	Missouri	Miner - Kelso 161kV Line	200	Solar
J1302	NRIS	Ameren	Saline County	Illinois	Muddy - Norris City 138kV Line	150	Solar
J1303	NRIS	SIPC	Jackson County	Illinois	Campbell Hill - Jackson 161kV Line	150	Solar

MISO Higher Queued Project #	Service Type	TO	County	State	Point Of Interconnection	P_{max} (MW)	Fuel Type
J1306	NRIS	Ameren	Perry County	Illinois	Commodore- Jordan 345kV Line	200	Solar
J1308	NRIS	SIGE	Posey County	Indiana	AB Brown - Gibson 345kV Line	300	Solar
J1311	NRIS	Ameren	St. Clair County	Illinois	Fayetteville Bee Hollow Road 138 kV Substation	150	Solar
J1323	NRIS	NIPSC O	LaGrange County	Indiana	Lagrange 138 kV Substation	25	Battery Storage
J1333	NRIS	NIPSC O	Jasper County,Sta rke County	Indiana	Schahfer - Burr Oak 345kV Line	199.5	Hybrid
J1334	NRIS	NIPSC O	Jasper County,Sta rke County	Indiana	Schahfer - Burr Oak 345kV Line	199.5	Hybrid
J1335	NRIS	NIPSC O	Jasper County,Sta rke County	Indiana	Schahfer - Burr Oak 345kV Line	199.5	Hybrid
J1336	NRIS	NIPSC O	Jasper County,Sta rke County	Indiana	Schahfer - Burr Oak 345kV Line	199.5	Hybrid
J1339	NRIS	NIPSC O	Jasper County,Sta rke County	Indiana	Schahfer - Burr Oak 345kV Line	199.5	Hybrid
J1340	NRIS	NIPSC O	Jasper County,Sta rke County	Indiana	Schahfer - Burr Oak 345kV Line	199.5	Hybrid
J1348	NRIS	DEI	Vermillion County	Indiana	Cayuga - Sugar Creek 345kV Line	200	Solar
J1352	NRIS	Ameren	Montgomer y County	Missouri	Spencer Creek - Montgomery 345kV Line	100	Solar
J1354	NRIS	HE	Decatur County	Indiana	Decatur County 138kV Switching Station	146	Battery Storage
J1355	NRIS	NIPSC O	LaPorte County	Indiana	Stillwell 138kV Subtation	160	Battery Storage

MISO Higher Queued Project #	Service Type	TO	County	State	Point Of Interconnection	Pmax (MW)	Fuel Type
J1357	NRIS	DEI	Madison County	Indiana	Madison 138 KV SUBSTATION	150	Battery Storage
J1358	NRIS	NIPSC O	LaPorte County	Indiana	Luchtman - Michigan City 138kV Line	125	Battery Storage
J1360	ERIS	Ameren	Piatt County	Illinois	Goose Creek 345kV Switchyard	300	Wind
J1369	NRIS	SIGE	Dubois County	Indiana	Dubois - Culley 138kV line	100	Solar
J1378	NRIS	DEI	Fountain County	Indiana	Veedersburg West 230 kV Substation	200	Solar
J1381	NRIS	DEI	Howard County	Indiana	Greentown 230 kV substation	200	Solar
J1382	NRIS	Ameren	Clark County	Illinois	Hutsonville - Neoga 138 kV Line tap	150	Solar
J1383	NRIS	Ameren	Fulton County	Illinois	Ipava 138 kV Substation	150	Solar
J1386	NRIS	NIPSC O	Lake County	Indiana	Green Acres 138 kV Substation	100	Solar
J1387	ERIS	NIPSC O	Jasper County	Indiana	Circuit 6958 69 kV Line Tap	60	Solar
J1388	ERIS	DEI	Gibson County	Indiana	Oakland City - Old Ben Coal 138 kV Line Tap	150	Solar
J1390	NRIS	DEI	Bartholome w County	Indiana	Gallagher Station - Columbus 230 kV Line Tap	150	Solar
J1391	NRIS	SIGE	Dubois County	Indiana	Duff 138 kV Substation	100	Solar
J1392	NRIS	NIPSC O	LaGrange County	Indiana	Lagrange 138 kV Substation	100	Solar
J1393	NRIS	SIGE	Pike County	Indiana	Cato 138 kV Substation	130	Solar
J1396	NRIS	HE	Pike County	Indiana	Ratts-Victory 161kV Line	150	Solar
J1407	NRIS	NIPSC O	Porter County	Indiana	South Valparaiso 138 kV Substation	100	Solar

MISO Higher Queued Project #	Service Type	TO	County	State	Point Of Interconnection	Pmax (MW)	Fuel Type
J1408	NRIS	Ameren	Macoupin County	Illinois	Virden 138kV Substation	100	Hybrid
J1422	NRIS	Ameren	Edwards County	Illinois	Albion - Olney 138 kV Line Tap	150	Hybrid
J1450	NRIS	BREC	Webster County	Kentuck y	Hopkins - Reid161kV Line	150	Solar
J1464	NRIS	Ameren	Macoupin County, Mo rgan County, San gamon County	Illinois	Meredosia - Austin 345 kV Line tap	592.8	Solar
J1466	NRIS	BREC	Henderson County	Kentuck y	Reid EHV 161 kV Substation	250	Solar
J1470	NRIS	DEI	Benton County, Wa rren County	Indiana	Cayuga CT 345kV Substation	30	Wind
J1475	NRIS	Ameren	Clark County	Illinois	Casey West - Sullivan 345 kV Line Tap	75	Solar
J1481	NRIS	DEI	Howard County	Indiana	Greentown 230 kV substation	200	Solar
J1482	NRIS	NIPSC O	White County	Indiana	Monticello - Springboro 138 kV Line Tap	150	Solar
J1488	NRIS	Ameren	Randolph County	Missouri	McCredie - Montgomery 345 kV Line Tap	500	
J1490	NRIS	Ameren	Randolph County	Missouri	McCredie - Montgomery 345 kV Line Tap	1000	
J750	NRIS	CWLP	Morgan County	Illinois	Westchester 138kV Substation	150	Wind
J753	NRIS	BREC	Breckinrid ge County	Kentuck y	Hardinsburg Sub 161kV	100	Solar
J762	NRIS	BREC	Meade County	Kentuck y	Meade Sub 161kV	200	Solar
J783	NRIS	SIGE	Spencer County	Indiana	Grandview Sub	70	Solar
J800	NRIS	Ameren	White County	Illinois	Crossville West Substation 138kV	250	Solar

MISO Higher Queued Project #	Service Type	TO	County	State	Point Of Interconnection	P_{max} (MW)	Fuel Type
					Bus - Albion South - Norris City 138 kV Line		
J805	NRIS	DEI	Shelby County	Indiana	Gwynneville 345kV Substation	199	Solar
J813	NRIS	Ameren	Clay County	Illinois	Louisville South Substation 138kV Line	275	Solar
J815	NRIS	Ameren	Christian County	Illinois	Taylorville South-Austin (formerly Pawnee)138kV Line	250	Solar
J817	NRIS	Ameren	Warren County	Missouri	Warrenton 161kV Substation	139	Solar
J829	NRIS	DEI	Sullivan County	Indiana	Dresser - Merom 345kV Line	250	Solar
J844	ERIS	Ameren	Knox County	Illinois	Sandburg Substation 138kV Bus	300	Wind
J847	NRIS	NIPSC O	Jasper County	Indiana	Schahfer Tap 138kV Substation	90	Solar
J848	NRIS	Ameren	Christian County	Illinois	Pana Substation 138kV Bus	250	Wind
J859	NRIS	Ameren	Cass County	Illinois	Frederick North - Meredosia East 138kV Line	149.94	Solar
J903	NRIS	DEI	Henry County	Indiana	Greensboro 138 kV Substation	100	Solar
J912	NRIS	Ameren	Christian County	Illinois	Pana Substation 138kV Bus	100	Solar
J955	NRIS	Ameren	Sangamon County	Illinois	Austin Substation 345kV Bus	1165	Gas
J956	NRIS	Ameren	Ralls County	Missouri	Spencer Creek 345kV Substation	200	Solar
J974	NRIS	Ameren	Fulton County, Peo ria County	Illinois	Mapleridge 345kV Switching Station	250	Wind
J976	NRIS	Ameren	Warren County	Missouri	Montgomery - Enon 345kV Line Tap	300	Solar

MISO Higher Queued Project #	Service Type	TO	County	State	Point Of Interconnection	Pmax (MW)	Fuel Type
J987	NRIS	Ameren	Montgomery County	Missouri	Montgomery 161kV Substation	100	Solar
J991	NRIS	Ameren	Clay County	Illinois	Xenia 345kV Switching Station	200	Solar
J992	NRIS	DEI	Cass County	Indiana	Walton 230kV Substation	200	Solar
J993	NRIS	IPL	Boone County	Indiana	Hortonville - Whitestown 345kV Line Tap	200	Solar
J994	NRIS	Ameren	Callaway County	Missouri	Guthrie 161 kV Substation	100	Solar

Table A10-3: Similar Queued Projects

MISO Similarly Queued Project #	Service Type	TO	County	State	Point Of Interconnection	Pmax (MW)	Fuel Type
J1491	NRIS	IPL	Marion	IN	IPL EW Stout North Yard 138 kV Substation	200	Battery Storage
J1518	NRIS	DEI	Vermillion	IN	Hillsdale North 230 kV	185	Solar
J1519	NRIS	Ameren	Bollinger	MO	St. Francois to Lutesville 345 kV	200	Solar
J1578	NRIS	DEI	Bartholomew	IN	Columbus - Greenwood Clark Twp 230kV line (Circuit ID 23019)	200	Solar
J1579	NRIS	Ameren	Edwards	IL	Albion-Crossville 138kV Line	200	Solar
J1591	NRIS	DEI	Clay	IN	Staunton 138kV	150	Solar
J1593	NRIS	DEI	Rush	IN	Greensboro-Gwynneville 345kV	200	Solar
J1604	NRIS	HMPL	Henderson	KY	HMPL Substation #7 69kV	50	Solar

MISO Similarly Queued Project #	Service Type	TO	County	State	Point Of Interconnection	Pmax (MW)	Fuel Type
J1616	NRIS	DEI	Knox	IN	Edwardsport	200	Solar
J1619	NRIS	BREC	Henderson	KY	Reid Switchyard 161kV	160	Solar
J1624	NRIS	DEI	Bartholomew	IN	Columbus Denois Cr - Columbus 345 230 kV Transmission Line	100	Solar
J1625	NRIS	DEI	Tipton	IN	Kokomo - Tipton 230kV Transmission line	150	Solar
J1626	NRIS	Ameren	Fayette	IL	Ramsey East 138kV bus	150	Solar
J1636	NRIS	Ameren	Pike	MO	Peno Creek Substation 161kV	44	Solar
J1637	NRIS	DEI	Knox	IN	Wheatland Substation 345kV	150	Solar
J1638	NRIS	BREC	Hancock	KY	Skillman Substation 161kV	150	Solar
J1641	NRIS	HE	Greene	IN	Worthington Substation 138kV	150	Solar
J1642	NRIS	SIGE	Spencer	IN	North East (Castle) - Culley 138kV	200	Hybrid
J1646	NRIS	NIPSC O	Newton	IN	Morrison Ditch 138kV	150	Solar
J1649	NRIS	BREC	McCracken	KY	Shell - McCracken County 69.0kV	60	Solar
J1651	NRIS	Ameren	Logan	IL	Howlett 138 kV Substation	149.5	Solar
J1653	NRIS	Ameren	Tazewell	IL	San Jose Rail 138kV	150	Solar
J1655		Ameren	Jefferson	IL	West Mt Vernon - Xenia 345kV Line (J1241)	50	Battery Storage
J1676	NRIS	Ameren	McLean	IL	Brokaw - Clinton 345 kV line	300	Wind
J1677	NRIS	Ameren	Macon	IL	Leghorn 345 kV	180	Solar
J1678	NRIS	DEI	Miami	IN	Deedsville 345 kV	74.7	Battery Storage

MISO Similarly Queued Project #	Service Type	TO	County	State	Point Of Interconnection	P_{max} (MW)	Fuel Type
J1679	NRIS	Ameren	Clay	IL	Xenia - West Mt Vernon 345 kV	125	Solar
J1680	NRIS	DEI	Cass	IN	345 kV Walton Substation	100	Solar
J1684	NRIS	NIPSC O				0	Solar
J1687	NRIS	HE	Decatur	IN	Decatur Switching Station 161kv	160	Solar
J1691	NRIS	DEI	Sullivan	IN	Merom - Gibson 345kV	200	Solar
J1695	NRIS	Ameren	Perry	IL	Aster 138kV Substation (Rebuild of North Coulterville 138kV)	50	Battery Storage
J1696	NRIS	BREC	Henderson	KY	Reid EHV 161kV	150	Solar
J1697	NRIS	DEI	Lawrence	IN	Shawswick to Pleasant Grove 138 kV	200	Solar
J1701	NRIS	Ameren	McDonough	IL	Macomb to Ipava 138kV line	200	Wind
J1712	NRIS	Ameren	Perry	IL	North Coulterville - COMM 345kV	300	Solar
J1713	NRIS	Ameren	Macon	IL	Faraday (138 kV)	147.2	Wind
J1714	NRIS	Ameren	Fayette	IL	Ramsey East 138kV Substation	100	Solar
J1721	NRIS	DEI	Vigo	IN	Vigo- Worthington 138kV	175.12	Solar
J1724	NRIS	NIPSC O	LaPorte	IN	LNG - STILLWELL 138kV line	150	Solar
J1725	NRIS	Ameren	Tazewell	IL	San Jose Rail Splitter 138KV (G515)	100	Wind
J1726	NRIS	NIPSC O	Pulaski	IN	Reynolds - Burr 345kV	200	Solar
J1736		SIGE	Dubois	IN	Duff 138kV	100	Solar
J1743	NRIS	DEI	Miami	IN	Deedsville 345 kV Substation	292.9	Solar

MISO Similarly Queued Project #	Service Type	TO	County	State	Point Of Interconnection	P_{max} (MW)	Fuel Type
J1744	NRIS	Ameren	Cumberland	IL	Hutsonville - Neoga 138 kV	149.5	Solar
J1755	NRIS	Ameren	Bureau	IL	Bureau County 138 kV	147.2	Wind
J1770	ERIS	Ameren	Vermilion	IL	Hoopston 138kV	150	Wind
J1772	NRIS	NIPSC O	White	IN	Reynolds 345KV	200	Solar
J1777	NRIS	Ameren	Perry	IL	Aster 138kV Substation	100	Solar
J1780	NRIS	DEI	Montgomery	IN	Other	200	Solar
J1782	NRIS	DEI	Montgomery	IN	WABASH RIVER GEN. STA. TO WHITESVILLE SOUTH SUB 230kV	150	Solar
J1783	NRIS	DEI	Montgomery	IN	WABASH RIVER GEN. STA. TO WHITESVILLE SOUTH SUB 230 kV	150	Solar
J1785	NRIS	NIPSC O	LaPorte	IN	Maple 69 kV	100	Solar
J1786	NRIS	DEI	Sullivan	IN	Merom - Gibson 345kv	200	Solar
J1802	NRIS	NIPSC O	Marshall	IN	Burr Oak 138kV	150	Solar
J1805	NRIS	NIPSC O	LaPorte	IN	Maple 69 kV	0	Battery Storage
J1815	NRIS	DEI	Montgomery	IN	Linden Junction - Crawfordsville 138 kV	180	Solar
J1830	NRIS	Ameren	Pulaski	IL	Kelso - Joppa (Massac) 345 kV line	200	Hybrid
J1831	NRIS	Ameren	Menard	IL	Shockey 138kV	200	Wind
J1835	NRIS	SIGE	Spencer	IN	Culley to Grandview 138 KV line tap	200	Wind

MISO Similarly Queued Project #	Service Type	TO	County	State	Point Of Interconnection	Pmax (MW)	Fuel Type
J1836	NRIS	Ameren	Callaway	MO	Montgomery- Callaway- 7	300	Solar
J1839	NRIS	Ameren	Macon	IL	Decatur ADM North 138 kV	340.3	Gas
J1840	NRIS	Ameren	De Witt	IL	Clinton to Goose Creek-4545 345kV line	250	Solar

Exhibit A11. {Reserved}

Exhibit A12. {Reserved}

Exhibit A13. Permits, Licenses, Regulatory Approvals and Authorization

Permits, licenses, regulatory approvals and authorization required for the construction of Transmission Owner's Interconnection Facilities and Transmission Owner owned non-standalone network upgrades shall be the responsibility of the Transmission Owner, including, but not limited to, any sediment and erosion control permit not obtainable by the interconnection Customer on the Transmission Owner's behalf, building permit, or electrical permit required for the Transmission Owner's Interconnection Facilities and the Transmission Owner owned non-standalone network upgrades. Interconnection Customer will conduct all site preparation for the Transmission Owner's Interconnection Facilities, including initial clearing, grading, and drainage and associated permitting. Permits, licenses, regulatory approvals and authorization required for the construction of Interconnection Customer's Interconnection Facilities shall be the responsibility of the Interconnection Customer.

The proposed Point of Interconnection is located in unincorporated Sangamon County, Illinois and the Interconnection Facilities may be within one mile of the existing corporate limits of the Village of Chatham, Illinois; Interconnection Customer is responsible for verifying or determining actual distances and relevant local government jurisdiction(s).

A representative list is provided below and is not comprehensive.

Permit	Permit Type
401/404 Water Quality Permit(s)	Federal and State
Grading and Erosion Control Plan (SWPPP)	State or Local; Sangamon County Erosion Control Permit
Stormwater plan	State, Sangamon County, and/or Village of Chatham
NPDES Permit / MS4	State or Local
Floodplain/ Floodway Permit	State/Local
Regulated Drains	State
Driveway Access Permit	State/Local; Illinois DOT for access to Illinois Route 4
Environmental Permits	Sangamon County / Village of Chatham
Local Land Use Permits	Sangamon County / Village of Chatham
NEPA/Section 106/ RTE/Cultural Resources	Federal
FAA	Federal
Building / Electrical Permits	Sangamon County/Village of Chatham
SPCC	Federal
Bat Study	Federal (if applicable)
Railroad	Union Pacific (if applicable)

Exhibit A14. Interconnection and Operating Guidelines

Operating Guidelines

Pending the results of the impact study, future operating restrictions may occur as a result of the conclusion of the study. Transmission Owner shall develop Operating Protocols in coordination with Interconnect Customer for normal and emergency Transmission and Balancing Authority Operations.

**Appendix B to GIA
Milestones**

1. Selected Option pursuant to Article 5.1: Interconnection Customer selects the Standard Option as described in Article 5.1.1. Articles 5.1.2, 5.1.3 and 5.1.4 shall not apply to this GIA.

2. Milestones: The description and date entries listed in the following tables are provided solely for the convenience of the Parties in establishing their applicable Milestones consistent with the provisions of this GIA and the GIP.

A. Interconnection Customer Milestones

No.	Description	Date
1a.	Provide initial payment to Transmission Owner (GIA 11.5) in form of cash for \$554,274.25 (20% of the total for Network Upgrades and TOIF). Coordinate Initial Payment confirmation with Transmission Owner and notify Transmission Provider via email notice to gifinance@misoenergy.org.	Within the later of a) 45 Calendar Days of the execution of the GIA by all Parties, or b) 45 Calendar Days of acceptance by FERC if the GIA is filed unexecuted and the payment is being protested by Interconnection Customer, or c) 45 Calendar Days of the filing if the GIA is filed unexecuted and the initial payment is not being protested by Interconnection Customer.
1b.	Provide security, <i>i.e.</i> , a guarantee, surety bond, letter of credit or other reasonably acceptable form of security to Transmission Owner (GIA 11.6).	Not Applicable.
1c.	Enter into a Facilities Service Agreement ("FSA") with Transmission Owner for the Network Upgrades associated with this GIA.	Not Applicable.
1d.	Enter into amendment of this GIA, if required, for Interconnection Requests that did not elect optional negotiation period adjustment for Interconnection Facilities Study pursuant to GIA Section 11.3.1.	Within 90 Business Days of the posting of the final Interconnection Facilities report.
1e.	Enter into SPP JTIQ Service Agreement (if included in JTIQ Participation Group) pursuant to GIP Section 11.1.	Not Applicable
2.	Provide Certificate of Insurance (GIA 18.4.9).	The earlier of the construction work commencement date or the milestone date; thereafter,

		within 90 Calendar Days of end of fiscal year or insurance renewal date.
3.	i) Provide to Transmission Provider evidence of continued Site Control after execution of this GIA (GIP 7.2.2). ii) Provide evidence of one or more of the following milestones being achieved: (1) execution of contract for (a) fuel supply or transport; (b) cooling water supply; (c) engineering procurement of major equipment or construction; (d) execution of a contract for the sale of electric energy or capacity from the Generating Facility, or a statement signed by an officer or authorized agent of Interconnection Customer attesting that the Generating Facility is included in an applicable state resource adequacy plan; or other information that Transmission Provider deems to be reasonable evidence that the Generating Facility will qualify as a designated network resource; or (2) documentation of application for state or local air, water, land, or federal nuclear or hydroelectric permits and that the application is proceeding per regulations (GIP 11.3).	When requested by Transmission Provider. Within 180 Calendar Days of Effective Date.
4.	Cash Payments from the Interconnection Customer to the Transmission Owner in Milestones 4a-4e below are required on dates shown for the Transmission Owner to meet their schedule for Transmission Owner Interconnection Facilities and Network Upgrades. Transmission Owner to issue an invoice and Customer to make payment within 30 calendar days of receiving the invoice.	See Below.
4a.	Interconnection Customer to provide Transmission Owner cash payment of \$277,137.13 Provide cash payment to Transmission Owner for the Engineering Design of the Transmission Owner Interconnect Facilities and Network Upgrades.	Within 60 Calendar Days of the execution of the GIA.
4b.	Interconnection Customer to provide Transmission Owner payment of \$277,137.13 for the procurement of "Long Lead-Time" material and equipment for the Transmission Owner Interconnection Facilities and the Network Upgrades.	Within 90 Calendar Days of the execution of the GIA.
4c.	Interconnection Customer to provide Transmission Owner payment of \$831,411.38 for the procurement	The later of (i) at least 25 months prior to COD or (ii)

	of all remaining material and equipment for the Transmission Owner Interconnection Facilities and the Network Upgrades.	within 180 Calendar Days of the execution of the GIA.
4d.	Interconnection Customer to provide Transmission Owner payment of \$554,274.25 for the construction of the Transmission Owner Interconnection Facilities and the Network Upgrades.	The later of (i) at least 15 months prior to COD or (ii) within 365 Calendar Days of the execution of the GIA.
4e.	Interconnection Customer to provide Transmission Owner payment of \$277,137.13 for the commissioning and energization of Transmission Owner Interconnection Facilities and the Network Upgrades.	The later of (i) at least 9 months prior to COD and (ii) within 365 Calendar Days of the execution of the GIA.
5.	Invoice Transmission Owner for the estimated amount to be expended by the Interconnection Customer to construct any Stand Alone Network Upgrades for which the Interconnection Customer has exercised its Option to Build if the Transmission Owner has elected to Self Fund (GIA 5.2.13).	Not Applicable.
6.	Pre-construction meeting.	As may be agreed to by the Parties.
7.	Provide initial design and specifications for Interconnection Customer's Interconnection Facilities to Transmission Owner and Transmission Provider for comment (GIA 5.10.1).	180 Calendar Days prior to initial synchronization date.
8.	Provide final design and specifications for Interconnection Customer's Interconnection Facilities to Transmission Owner and Transmission Provider for comment (GIA 5.10.1).	90 Calendar Days prior to initial synchronization date.
9.	Deliver to Transmission Owner and Transmission Provider "as-built" drawings, information and documents regarding Interconnection Customer's Interconnection Facilities (GIA 5.10.3).	Within 120 Calendar Days of Commercial Operation Date.
10.	Provide Transmission Owner final cost invoices to construct Stand Alone Network Upgrades for which the Interconnection Customer has exercised its Option to Build if the Transmission Owner has elected to Self Fund (GIA 5.2.13).	Not Applicable
11.	Notify Transmission Provider and Transmission Owner in writing of Local Balancing Authority where Generating Facility is located (GIA 9.2).	Three months prior to Initial Synchronization Date.
12.	Pre-energization meeting.	As may be agreed to by the Parties.
13.	Initial Synchronization Date.	09/30/2026
14.	Commercial Operation Date.	10/31/2026*

15.	Interconnection Customer shall provide the Parties with notice on the status of the Generating Facility, including COD, under Article 15 of this GIA and shall also send such notice by email to ResourceIntegration@misoenergy.org. Notification shall include Interconnection Customer's name, and as applicable Market Participant(s) name(s), and project number.	6 months prior to Initial Synchronization Date.
16.	Interconnection Customer shall provide notice to the Parties of a test plan in advance of conducting tests for the Generating Facility. The notice shall be in the form below and should be provided under Article 15 of this GIA, and a copy of such notice should be emailed to ResourceIntegration@misoenergy.org.	10 Business Days prior to testing.
17.	In the event the Interconnection Customer makes any modifications to the design of the site layouts or interconnection facility routes after execution of this GIA, Interconnection Customer shall notify the Parties of such changes immediately upon identifying the need for such changes. After providing such notification, the Interconnection Customer shall provide to Transmission Provider evidence of continued Site Control for land sufficient to accommodate the changes in site layouts and/or interconnection facility routes (GIP 7.2.2).	90 Calendar Days after Interconnection Customer provides notice to Parties.

* Modified from the original Commercial Operation Date of October 31, 2023 contained in the Interconnection Request.

B. Transmission Owner Milestones

No.	Description	Date
0.	Transmission Owner to enter Network Upgrade information into Transmission Provider's MTEP database and model on demand.	First MTEP cycle after GIA execution.
1.	Provide Certificate of Insurance (GIA 18.4.9).	The earlier of the construction work commencement date or the milestone date; within 90 Calendar Days of end of fiscal year or insurance renewal date.
2.	- Commence design of Interconnection Facilities (GIA 5.5 et seq.). - Commence equipment procurement.	As agreed to by the Parties (after completion of Interconnection Facilities Study, receipt of written

		authorization from Interconnection Customer and Interconnection Customer's deposit of security.
3.	Commence construction of Interconnection Facilities (GIA 5.6 et seq.).	As agreed to by the Parties (after receiving approval of Governmental Authority, receipt of written authorization and security from Interconnection Customer).
4.	Comment on Interconnection Customer's final design and specifications.	Within 30 Calendar Days of Interconnection Customer's submission of final design and specifications.
5.	Deliver to Interconnection Customer and Transmission Provider "as-built" drawings, information and documents regarding Transmission Owner's Interconnection Facilities (GIA 5.11).	Within 120 Calendar Days of Commercial Operation Date.
6.	Provide payment for invoiced estimated costs to construct for which the Interconnection Customer has exercised its Option to Build if the Transmission Owner has elected to Self Fund (GIA 5.2.13).	Not Applicable
7.	Provide Interconnection Customer final cost invoices (GIA 12.2 et seq.).	Within (6) six months of completion.
8.	Refund overpayment of estimated costs (GIA 12.2).	90 Calendar Days prior to initial synchronization date. Refunds within 30 Calendar Days.
9.	In-Service Date/Backfeed Date.	08/31/2026

C. Affected System Owner Milestones

Task	Date Due
None.	

D. Transmission Provider Milestones

No.	Description	Date
1.	Transmission Provider to determine conditional limit for interconnection service.	Prior to Commercial Operation.

Appendix B-1 to GIA
Pre-Certification Generation Test Notification Form

The following form would need to be submitted to MISO Real Time Operations at least five (5) Business Days prior to the first date of testing.

Project Number:

Project Name:

Point of Interconnection:

Dispatcher Contact Information:

Date	Start Time (in EST)	End Time (in EST)	Expected MW Output	Expected MVAR Output (Only needed if beyond normal power factor)

**Appendix C to GIA
Interconnection Details**

This Appendix C is a part of this GIA among Interconnection Customer, Transmission Owner and Transmission Provider.

1. Transmission Owner shall provide the following “as-built” drawings, information and documents regarding the Transmission Owner’s Interconnection Facilities pursuant to Article 5.11 of this GIA.
2. The unique requirements of each generation interconnection will dictate the establishment of mutually agreeable Interconnection and/or Operating Guidelines that further define the requirements of this GIA. The Interconnection and/or Operating Guidelines applicable to this GIA consist of the following information. Additional detail may be provided through attachment to this Appendix C or through electronic means via the web address specified.
 - (a) System Protection Facilities;
 - (b) Communication requirements;
 - (c) Metering requirements;
 - (d) Grounding requirements;
 - (e) Transmission Line and Substation Connection configurations;
 - (f) Unit Stability requirements;
 - (g) Equipment ratings;
 - (h) Short Circuit requirements;
 - (i) Synchronizing requirements;
 - (j) Generation and Operation Control requirements;
 - (k) Data provisions;
 - (l) Energization inspection and testing requirements; and
 - (m) Control equipment, if any.
3. Information required pursuant to Section 8.4 for Variable Energy Resource Generating Facilities: _____.

**Appendix D to GIA
Security Arrangements Details**

Infrastructure security of Transmission or Distribution System equipment and operations, as applicable, and control hardware and software is essential to ensure day-to-day Transmission and Distribution System reliability and operational security. The Commission will expect all Transmission Providers, market participants, and Interconnection Customers interconnected to the Transmission or Distribution System, as applicable, to comply with the recommendations provided by Governmental Authorities regarding Critical Energy Infrastructure Information ("CEII") as that term is defined in 18 C.F.R. Section 388.113(c) and best practice recommendations from the electric reliability authority. All public utilities will be expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

**Appendix E to GIA
Commercial Operation Date**

This Appendix E is a part of this GIA between Transmission Provider, Transmission Owner and Interconnection Customer.

[Date]

Midcontinent Independent System Operator, Inc.
Attn: Director, Transmission Access Planning
720 City Center Drive
Carmel, IN 46032

Re: _____ Generating Facility

Dear _____:

On **[Date]** **[Interconnection Customer]** has completed Trial Operation of Unit No. _____. This letter confirms that **[Interconnection Customer]** commenced commercial operation of Unit No. _____ at the Generating Facility, effective as of **[Date plus one Calendar Day]**.

Thank you.

[Signature]

[Interconnection Customer Representative]
cc: Transmission Owner

**Appendix F to GIA
Addresses for Delivery of Notices and Billings**

Notices:

Transmission Provider:

MISO
Attn: Director, Transmission Access Planning
720 City Center Drive
Carmel, IN 46032

Transmission Owner:

City of Springfield, IL, Office of Public Utilities
City Water Light & Power
Attn: General Manager
800 E. Monroe
Springfield, IL 62701

Interconnection Customer:

Sangamon Solar LLC
Attn: Asset Management
2180 South 1300 East, Suite 500
Salt Lake City, Utah 84106

With a copy to:

Sangamon Solar LLC
Attn: Legal Department
2180 South 1300 East, Suite 500
Salt Lake City, Utah 84106
Email: ACEDLegalNotices@aes.com

Billings and Payments:

Transmission Provider:

MISO
Attn: Director, Transmission Access Planning
720 City Center Drive
Carmel, IN 46032

Transmission Owner:

City of Springfield, IL, Office of Public Utilities
City Water Light & Power
Attn: Chief Accountant
800 E. Monroe
Springfield, IL 62701

Interconnection Customer:

Sangamon Solar LLC
Attn: Asset Management
2180 South 1300 East, Suite 500
Salt Lake City, Utah 84106
Telephone: (801) 679-3500
Email: AESCEAssetManagement@aes.com

Alternative Forms of Delivery of Notices (telephone, facsimile or email):

Transmission Provider:

Phone: (317) 249-5700
Email: misotap@misoenergy.org or
MISOTransmissionAccessPlanning@misoenergy.org

Transmission Owner:

City of Springfield, IL, Office of Public Utilities
Phone: (217) 321-1330
Email: Brian.Bell@cwlp.com

Interconnection Customer:

Sangamon Solar LLC
Attn: Interconnection
2180 South 1300 East, Suite 500
Salt Lake City, Utah 84106
Email: AESCE_IC@aes.com

Appendix G to GIA

Interconnection Requirements for Inverter-Based Resource Plants

Appendix G sets forth requirements and provisions specific to inverter-based resource (IBR) plants. Transmission Owner Local Planning Criteria for IBR performance may differ from Appendix G requirements. In such cases, Transmission Owner Local Planning Criteria shall supersede the Appendix G requirements and be documented in Appendix C of this GIA¹. All other requirements of this GIA also apply to IBR plant interconnections. *IBR plants* shall meet both Applicable Reliability Standards and Appendix G requirements. Battery energy storage systems required to furnish grid-forming controls shall be exempt from specific IEEE 2800 requirements as outlined in the BPM for Generator Interconnection. Italicized terms indicate IEEE 2800-2022 defined terms². IEEE 2800-2022's definitions will govern these italicized terms unless otherwise defined herein.

A. General

The *IBR plant* shall adhere to IEEE 2800-2022 Clause 4 requirements, except for subclauses 4.1 (introduction), 4.5 (operational measurement and communication capability), 4.6 (control capability requirements), 4.8 (isolation devices), 4.9 (inadvertent energization of TS), 4.11 (interconnection integrity), and 4.12 (integration with TS grounding).

Within the adopted IEEE 2800-2022 Subclauses, the following requirements shall be incorporated as Transmission Provider and Transmission Owner³ specification options noted in IEEE 2800-2022.

- Subclause 4.2.1: The *reference point of applicability* (RPA) shall be at the *point of measurement* (POM) bus with the exception of requirements specified in Clauses 7.2.2.3.4 and 7.2.2.3.5 of the standard to have the RPA at the *point of connection* (POC).
- Subclause 4.3: The Transmission Owner shall specify the nominal voltage and frequency at the RPA in Appendix C of this GIA.
- Subclause 4.10.2: The *enter service* criteria shall use the default values for *applicable voltages* and *applicable frequency* specified in the table below unless otherwise specified in Appendix C of this GIA⁴.

¹ IEEE 2800-2022 points to "weak grid" issues requiring exceptions to default values and ranges of available settings for various types of performance. IEEE 2800-2022 Annex C.2 contains discussion on characterizing weak grid areas.

² "IEEE Standard for Interconnection and Interoperability of Inverter-Based Resources (IBRs) Interconnecting with Associated Transmission Electric Power Systems," in IEEE Std 2800-2022, vol., no., pp.1-180, 22 April 2022, doi: 10.1109/IEEESTD.2022.9762253.

³ For the purpose of this GIA, the IEEE 2800 term of *TS operator* is synonymous with Transmission Owner and the IEEE 2800 term of *TS owner* is synonymous with Transmission Planner or Transmission Owner, as applicable.

⁴ MISO default values may be modified within the IEEE 2800 range of allowable settings by Transmission Owner Local Planning Criteria.

Enter service criteria	Default setting
<i>Applicable voltage</i> , minimum value	0.9 p.u.
<i>Applicable voltage</i> , maximum value	1.05 p.u.
<i>Applicable frequency</i> , minimum value	58.8 Hz
<i>Applicable frequency</i> , maximum value	60.12 Hz.

- Subclause 4.10.3: The performance during *enter service* shall use the default values specified below unless otherwise specified in Appendix C of this GIA.
 - The minimum intentional delay performance, as defined in Subclause 4.10.3, b), shall be 0 seconds.
 - The duration of the *enter service* period, as defined in Subclause 4.10.3, c), shall be 300 seconds.

B. Response to Abnormal Conditions

The *IBR plant* shall adhere to IEEE 2800-2022 Clause 7 requirements, except for subclauses 7.2.1 (voltage protection) and 7.3.1 (mandatory frequency tripping). Where Applicable Reliability Standards require more stringent ride-through requirements compared to IEEE 2800-2022 Clause 7 requirements, those standards shall take precedence⁵.

Within the adopted IEEE 2800-2022 Subclauses, the following requirements shall be incorporated as the Transmission Provider and Transmission Owner decision points⁶ noted in IEEE 2800-2022.

- Subclause 7.2.2.1: The Transmission Owner shall specify the nominal voltage for use by this clause. Nominal voltages may include nominal transmission system voltages that are different from standard ANSI C84.1-2016 voltages.
- Subclause 7.2.2.2: If the *IBR plant* cannot deliver both active and reactive power due to its current limit (or apparent power limit), when the *applicable voltage* is below 95%, then preference shall be given to reactive power while minimizing any reductions in active power.
- Subclause 7.2.2.3: The *IBR plant* shall give preference to reactive power unless otherwise specified in Appendix C of this GIA. In addition, the *IBR plant* shall minimize reductions in active power while carrying out the reactive current priority mode response.

⁵ More stringent ride-through requirements include, but are not limited to, expanded voltage and frequency conditions or extended cumulative times under which *IBR plants* must ride-through.

⁶ Decision points refer to language in the IEEE 2800-2022 standard that leaves default values, application of requirements, and other details open for the *TS Owner* or *TS Operator* to define.

- Subclause 7.2.2.3.4: The Interconnection Customer shall submit the *IBR plant* controls default relationship between the magnitude of incremental positive and negative sequence reactive currents. The Transmission Provider and Transmission Owner, through this agreement, may specify a required *IBR plant* response relationship between the incremental positive and negative sequence reactive currents.

C. Reactive Power

The *IBR plant* shall adhere to IEEE 2800-2022 Clause 5 requirements.

Within the adopted IEEE 2800-2022 Subclauses, the following requirements shall be incorporated as the Transmission Provider and Transmission Owner decision points noted in IEEE 2800-2022.

- Subclause 5.1: The *IBR plant* shall have the reactive power capabilities outlined in this clause. Consistent with section 9.6.1 of this GIA, an *IBR plant* shall maintain a power factor within the range of 0.95 leading to 0.95 lagging, unless Transmission Provider has established different requirements that apply to all Generating Facilities in the Local Balancing Authority on a comparable basis, measured at the high side of the generator substation.
- Subclause 5.2.2: The voltage control dynamic performance requirements in Table 5 shall apply when the system short-circuit strength at the RPA is equal to or above the minimum short-circuit strength identified by the Transmission Provider or Transmission Owner.
- Subclause 5.2.2: The *reaction time*, as defined in Subclause 5.2.2 Table 5, shall be 250 milliseconds or less.
- Subclause 5.2.2: The maximum *step response time*, as defined in Subclause 5.2.2 Table 5, shall be 30 seconds.
- Subclause 5.2.3: The power factor control mode shall appropriately operate at all active power levels from the Inverter Based Resource Continuous Rating (“ICR”) down to, but not including, zero.

D. Primary Frequency Response

The *IBR plant* shall adhere to IEEE 2800-2022 Clause 6 requirements, except for Subclause 6.2 (fast frequency response).

Within the adopted IEEE 2800-2022 Subclauses, the following requirements shall be incorporated as the Transmission Provider and Transmission Owner decision points noted in IEEE 2800-2022.

- Subclause 6.1.1: The use of primary frequency response capabilities shall be required for all *IBR plants*.
- Subclause 6.1.1: Frequency droop shall be based on the difference between nameplate capacity and zero output such that the slopes of the droop curves are always constant.
- Subclause 6.1.2: The *settling band* default value in Table 8 shall be based on the maximum of 2.5% of change or 0.5% of nameplate capacity.

The exceptions to primary frequency response requirements provided to electric storage resources in Article 9.6.4.4 of this GIA shall still apply.

TABLE 1. SUMMARY OF ADOPTION TREATMENT OF IEEE 2800-2022 SUBCLAUSES

IEEE 2800-2022 Subclause	Required by Appendix G for DPP-2022 and later	Required by Appendix G for DPP-2023 and later	Exception
4.1 Introduction			X
4.2 Reference Point of Applicability	X		
4.3 Applicable Voltages and Frequencies	X		
4.4 Measurement Accuracy	X		
4.5 Operational Measurement and Communication Capability			X
4.6 Control Capability			X
4.7 Prioritization of IBR Responses	X		
4.8 Isolation Devices			X
4.9 Inadvertent Energization of TS			X
4.10 Enter Service	X		
4.11 Interconnection Integrity			X
4.12 Integration with TS grounding			X
5.1 Reactive Power Capability		X	
5.2 Voltage and Reactive Power Modes		X	
6.1 Primary Frequency Response		X	
6.2 Fast Frequency Response			X
7.1 Introduction	X		
7.2.1 Voltage protection			X
7.2.2.1 Voltage disturbance ride-through: General	X		
7.2.2.2 Voltage disturbances within continuous operation	X		
7.2.2.3 Low- and high-voltage ride-through	X		

7.2.2.4 Consecutive voltage deviations ride-through		X
7.2.2.5 Dynamic voltage support	X	
7.2.2.6 Restore output after voltage ride-through	X	
7.2.3 Transient overvoltage	X	
7.3.1 Mandatory frequency tripping		X
7.3.2 Frequency disturbance ride-through	X	
7.4 Return to service	X	

E. Supervisory Control and Data Acquisition (SCADA) Capability

The *IBR plant* shall provide SCADA capability to transmit data and receive instructions from Transmission Provider to protect system reliability. Transmission Provider and Interconnection Customer shall determine what SCADA information is essential for the proposed *IBR plant*, taking into account the size of the plant and its characteristics, location, and importance in maintaining generation resource adequacy and transmission system reliability in its area.

F. Disturbance Monitoring and Reporting Requirements

IBR plants with generating capacities of more than 20 MW must monitor and record data for all frequency ride-through events, transient low-voltage disturbances that initiated reactive current injection, reactive current injection or momentary cessation for transient high-voltage disturbances, and inverter trips. Dynamic Disturbance Recording (“DDR”) data must be recorded continuously. The data may be recorded and stored in a central plant control system. The following data must be recorded:

Plant Level

- (1) Plant three-phase voltage, current and power factor
- (2) Status of ancillary reactive devices
- (3) Status of all plant circuit breakers
- (4) Status of plant controller
- (5) Plant control set points
- (6) Status of main plant transformer no load taps
- (7) Status of main plant transformer tap changer (if applicable)
- (8) Protective relay trips (relay target data)

Inverter Level Data

- (1) Frequency, current, and voltage during frequency ride-through events
- (2) Voltage and current during momentary cessation for transient high-voltage events (when used)
- (3) Voltage and current during reactive current injection for transient low or high-voltage events
- (4) Inverter alarm and fault codes
- (5) DC current
- (6) DC voltage

DDR Data – Plant Level

- (1) One phase-to-neutral or positive sequence voltage on high-side of the main power transformer(s)
- (2) Positive sequence current or phase current for the same phase as (1)
- (3) Real and reactive power flows expressed on a three-phase basis corresponding to each main power transformer(s) where current measurements are required
- (4) Frequency of any one of the voltages in (1)

The data must be time synchronized to a one millisecond level of resolution. All data except DDR data must be sampled at least every 10 milliseconds. DDR data must have an input sampling rate of at least 960 samples per second and an output recording rate of electrical quantities of at least 60 times per second.

The *IBR plant* shall store this data for a minimum of 60 calendar days. The *IBR plant*, upon request from MISO or the transmission owner, shall make this data available within 10 calendar days of the request.

Phasor measurement unit (“PMU”) capabilities shall be used to facilitate the DDR data.

G. Applicability

IBR plants that are, or have been, interconnected to the network at the effective date of the Appendix G abnormal voltage ride-through standard are exempt from meeting the Appendix G abnormal voltage ride-through standard for the remaining life of the existing generation equipment. Except for *IBR plants* actively undergoing a Generating Facility Replacement at the effective date of this GIA that have equipment on order where the OEM has documented

performance that differs from what is required in this GIA, all individual IBR units that are replaced are required to meet the Appendix G performance requirements.

The IEEE 2800-2022 requirements cited in Section A (IEEE 2800-2022 Clause 4) and Section B (IEEE 2800-2022 Clause 7, except Subclause 7.2.2.4) of Appendix G shall apply to *IBR plants* in the DPP-2022-Cycle and beyond. For the DPP-2022-Cycle, Interconnection Customers may request exceptions confined to these sections only if specific limitations or uncertainties of equipment or plant capabilities prevent implementation of these requirements. GIAs signed or amended with inverter changes on or after January 1, 2025, are not eligible for requirement exceptions. Further, the process for establishing exceptions for these requirements shall not apply beyond the DPP-2022-Cycle.

The IEEE 2800-2022 requirements cited in Section B (IEEE 2800-2022 Subclause 7.2.2.4), Section C (IEEE 2800-2022 Clause 5), and Section D (IEEE 2800-2022 Clause 6) of Appendix G shall apply to *IBR plants* in the DPP-2023-Cycle and beyond. For the DPP-2023-Cycle, Generating Facilities Replacements, and Surplus Interconnections, Interconnection Customers may request exceptions confined to these sections only if specific limitations or uncertainties of equipment or plant capabilities prevent implementation of these requirements. GIAs signed or amended with inverter changes on or after January 1, 2026, are not eligible for requirement exceptions. Further, the process for establishing exceptions for these requirements shall not apply beyond the DPP-2023-Cycle.

Interconnection Customers requesting exceptions shall submit documentation to the Transmission Provider outlining the specific IEEE 2800-2022 subclauses pertinent to the request along with information from the manufacturer regarding the nature of the issue conforming to or assessing conformance with requirements herein. The Transmission Provider will, in good faith, accept Original Equipment Manufacturer (OEM)-documented requirement exceptions and document these exceptions in Appendix C of this GIA.

If the performance or capability exception can be mitigated through equipment firmware upgrades still under development, the Interconnection Customer shall use commercially reasonable efforts to implement the firmware upgrade within sixty (60) calendar days of commercial availability of such firmware.

The DDR and PMU requirements in the Section F, Disturbance Monitoring and Reporting Requirements of Appendix G shall apply to *IBR plants* in the DPP-2023-Cycle and beyond.

**Appendix H to GIA – Not Applicable
Interconnection Requirements for Provisional GIA**

Provisional Agreement

This GIA is being provided in accordance with Section 11.5 of the Transmission Provider's GIP, which provides among other things, that an Interconnection Customer may request that Transmission Provider provide Interconnection Customer with a Provisional Generator Interconnection Agreement that limits the transfer of energy by Interconnection Customer commensurate with that allowed for Energy Resource Interconnection Service. Interconnection Customer requested Transmission Provider to provide a Provisional Generator Interconnection Agreement for limited operation at the discretion of Transmission Provider based upon the results of available studies (by Interconnection Customer and by Transmission Provider).

A Provisional Interconnection Study, the results of which are posted on the confidential portion of the Transmission Provider's internet website, was performed by Transmission Provider in order to confirm the facilities that are required for provisional Interconnection Service and to require them to be in place prior to commencement of service under the GIA.

Interconnection Customer represents that the Interconnection Customer facilities (including Network Upgrades, Interconnection Facilities, Distribution Upgrades, System Protection Upgrades and/or Generator Upgrades) that are necessary to commence provisional Interconnection Service and meet the requirements of NERC, or any applicable regional entity for the interconnection of a new generator are in place prior to the commencement of generation from the Generating Facility and will remain in place during the term of the service. The requisite Interconnection Studies were performed for the Generating Facility. Interconnection Customer shall meet any additional requirements (including reactive power requirements) pursuant to the results of applicable future Interconnection System Impact Studies. Until such time as the applicable Interconnection Studies and any identified facilities are completed, the output of the Generating Facility will operate within the output limit prescribed in a future, if applicable, operating guide.

The maximum permissible output of the Generating Facility under Appendix A will be updated by Transmission Provider on a quarterly basis, determined in accordance with Section 11.5 of the GIP, by finding the transfer limit of energy commensurate with the analysis for Energy Resource Interconnection Service ("ERIS"). This study shall be performed assuming the system topology represented by the base cases used to calculate Available Flowgate Capability, as described in Attachment C of the Tariff, with dispatch and optimization algorithms posted on the MISO internet site and operation above those limits will be deemed as unauthorized use of the Transmission System and subject to provisions in the Tariff surrounding that use.

Use of interim operating guide

Implementation of interim operating guide, if applicable, will constitute an interim solution that will permit Interconnection Customer to operate the Generating Facility under conditional Interconnection Service until planned Network Upgrades are constructed. Any interim operating

guide will be subject to the approval of Transmission Owner and Transmission Provider.
Minimum requirements for an interim operating guide are as indicated below.

- * Transmission Operator will have control of breaker(s) dedicated to the Generating Facility and will be able to trip the Interconnection Customer's Generating Facility
- * Protection schemes must be tested and operative
- * Interconnection Customer will provide continuous communication capability with the Generator Operator
- * Interconnection Customer and the owner of the Existing Generating Facility will enter into an operating agreement or similar agreement which designates, among other things, the responsibilities and authorities of each of the parties and shall be subject to the acceptance of Transmission Provider and Transmission Owner.
- * A termination date consistent with completion of construction of Network Upgrades will be included as part of all operating guides accepted by Transmission Owner and Transmission Provider.

Interconnection Customer assumes all risks and liabilities with respect to changes, which may impact the Generator Interconnection Agreement including, but not limited to, change in output limits and responsibilities for future Network Upgrade and cost responsibilities that have not yet been identified on the direct connect Transmission System as well as all affected Transmission, Distribution or Generation System(s) including non-Transmission Provider Systems. Such upgrades will be determined pursuant to the Tariff and Policies in effect at the time of the Interconnection Studies.

**Appendix I to GIA – Not Applicable
Requirements Applicable to Surplus Interconnection Service**

Where this GIA provides for Surplus Interconnection Service, Interconnection Customer acknowledges, agrees to, and will be required to operate under the following conditions:

- 1) The combined Real-Time Offers, including Energy and Operating Reserves, of the Generating Facility and the Existing Generating Facility with which Interconnection Customer has an executed Energy Displacement Agreement must be less than or equal to Interconnection Service limit (MW, MVAR, MVA output) provided in Exhibit I-1 (Monitoring and Consent Agreement) (hereinafter, "Interconnection Service limit"). In the event that the sum of the simultaneous energy output of the Surplus Interconnection Service Generating Facility and the Existing Generating Facility exceeds such Interconnection Service limit, MISO reserves the right to curtail and/or disconnect the Generating Facility immediately.

In the event that the sum of the emergency and/or economic maximum offer limits of the Generating Facility and the Existing Generating Facility exceeds the Interconnection Service limit, MISO reserves the right to curtail and/or disconnect the Generating Facility immediately.

- 2) The total MW, MVAR, MVA output at the Point of Interconnection resulting from the combined output of the Generating Facility with Surplus Interconnection Service and the Existing Generating Facility with which Interconnection Customer has an executed Energy Displacement Agreement shall not at any time exceed the Interconnection Service limit.
- 3) The Existing Generating Facility with which Interconnection Customer has an executed Energy Displacement Agreement is not relieved of any applicable requirements under the RAR of the Tariff.
- 4) The Interconnection Customer shall submit to the Transmission Provider a report by the seventh Calendar Day of each month showing the prior month's output, by 15 minute increment, the combined real-time offers and cleared energy injection. The Existing Generating Facility and the Interconnection Customer shall cooperate consistent with other provisions in the Tariff to the extent necessary to ensure accuracy of the report. Transmission Provider shall provide a template for this report.

Exhibit I-1 (Completed Monitoring and Consent Agreement - Appendix 11 of the GIP)

Exhibit I-2 (Completed Energy Displacement Agreement - Appendix 12 of the GIP)

**AN ORDINANCE AUTHORIZING THE PURCHASE OF FIVE MIOVISION
TRAFFIC CAMERAS FROM TRAFFIC CONTROL PRODUCTS FOR AN
AMOUNT NOT TO EXCEED \$92,500.00 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, Traffic Control Products is willing to provide 5 miovision traffic cameras with standard detection for traffic flow to accommodate 5 intersections for an amount not to exceed \$92,500.00 pursuant to Quote 70551; and

WHEREAS, it is in the best interest of the City to accept the quote with Traffic Control Products; and

WHEREAS, the City Purchasing Agent has made a determination, in writing, that in accordance with the requirements of Section 38.38(a) and/or Section 38.41, that Traffic Control Products is a sole source vendor for this purchase and it would be neither practical nor advantageous to the City to utilize the Sealed Competitive Bid process, which is therefore exempt from the provisions of the City Purchasing Code; and

WHEREAS, a copy of the contract with Traffic Control Products shall be on file in the Office of the City Clerk.

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

Section 1: That the City Council hereby accepts the quote from Traffic Control Products and authorizes the purchase of 5 Miovision Traffic Cameras for an amount not to exceed \$92,500.00 under Quote 40551. The Mayor and City Clerk are hereby authorized to execute any necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment of \$92,500.00 to Traffic Control Products (VC*8355) from account number 095-110-WORK-INFR-1507.

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

 **5-15-25**
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING: 5/20/2025

OFFICE REQUESTING: Public Works

CONTACT PERSON: Matt Gairani

PHONE NUMBER: 217 789-2255

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

TYPE OF ORDINANCE: Sole Source

FISCAL IMPACT: \$92,500.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE PURCHASE OF FIVE MIOVISION TRAFFIC CAMERAS FROM TRAFFIC CONTROL PRODUCTS. IN AN AMOUNT NOT TO EXCEED \$92,500.00 FOR THE OFFICE OF PUBLIC WORKS.

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

Traffic Control Products - Quote

CONTRACTOR / VENDOR NAME: Traffic Control Products

VENDOR NO: VC-8355

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

CONTRACT AMOUNT: \$92,500.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

☐ Low Bid☒ Other: Sole SourceIs 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	1507	\$ 92,500.00
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance will authorize the purchase of 5 Miovision Traffic Cameras to accommodate 5 intersections.

SIGN OFF:

(Mayor's Signature)

(Director of QBM)



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

QUOTATION #

70551

Page: 1 of 1

QUOTATION TO:

City of Springfield, IL
300 South 7Th Street
Room 2001 Municipal Center West
Springfield IL 62701
USA

Quotation Date: 04/08/25

Project Bid Date:

Job Reference:

MIOVISION 5 INTERSECTIONS

✓ 2-8355

Attention:	Customer Reference:	F.O.B.:	Freight Terms:	Payment Terms:
T.J.		origin	Prepaid	Net 30 Days
Item Ref.	Description	Quantity	Unit Price	Extension
	MIOVISION SYSTEM WITH STANDARD DETECTION	5.00	18,500.00	92,500.00
	MioVision Core Standard Detection 8 ft J - Pipe (candy cane) 250' Ethernet cable			

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

Add Expense

Tax

2025-220

TOTAL \$ 92,500.00

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

Prepared By:

Sal Citraro

scitraro@traffcon.com

Gairani, Matt

From: Heavisides, Thomas
Sent: Wednesday, April 30, 2025 8:11 AM
To: Gairani, Matt
Cc: Bottom, Nathan
Subject: FW: Miovision estimate *UPDATED*
Attachments: 70551 REV 6 - Springfield IL Miovision.pdf

Matt,

See attached revised quote for the 5 Miovision Camera. The total amount is \$92,500. We have placed these out to bid for 5 consecutive years and have consistently selected Miovision as the single camera detection option that meets specifications and also has been consistently the low bid for that item. We have approximately 30 miovision units deployed and in operation at various intersections, and the units have been performing satisfactorily to specifications. The service response when needed has also been satisfactory. In opposition, we have some Gridsmart units that we have tried at several intersections. The units have experienced more failures, and the response times for communication and for overall repair times have been significant and are posing performance issues. As such, I recommend that we accept this quote for these Miovision units.

Please let me know if you need anything further from me at this time.

Thanks,

T.J. Heavisides, P.E.

City of Springfield
Office of Public Works
Room 203, MCW
300 South Seventh Street
Springfield, Illinois 62701
(217) 789-2255

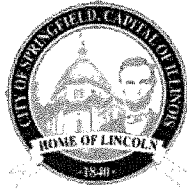
From: Kerry Kiefer <kkiefer@traffcon.com>
Sent: Tuesday, April 29, 2025 3:56 PM
To: Heavisides, Thomas <Thomas.Heavisides@springfield.il.us>
Cc: Sal Citraro <scitraro@traffcon.com>
Subject: RE: Miovision estimate *UPDATED*

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

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good Afternoon TJ,

Here is the revised estimate for 5 intersections with 5 Cores/5 cameras.



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

MEMORANDUM

TO: Matt Gairani
Office of Public Works

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: April 30, 2025

SUBJECT: Sole Source Determination

I have reviewed the Ordinance Fact Sheet to Traffic Control Products for purchase of five (5) Miovision Traffic Cameras in 5 Intersections for the Office of Public Works.

In accordance with the requirements of Section 38.38(a) and/or Section 38.41 of the Purchasing Code of the City of Springfield pertaining to Competitive Sealed Proposals, I have determined this is a sole source procurement to match existing equipment that it would be neither practical nor advantageous to the City to utilize the Sealed Competitive Bid process to obtain bids for these goods or services. Based on my determination, this procurement is exempt from the City's requirement for Sealed Competitive Bids.

A RESOLUTION FOR THE IMPROVEMENT BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE, MFT SECTION NO. 25-STATE-00-RS IN AN AMOUNT NOT TO EXCEED \$108,100.00 FOR RESURFACING WABASH AVENUE FROM ROBBINS ROAD TO MACARTHUR BOULEVARD AND THE MACARTHUR BOULEVARD AND STANFORD AVENUE INTERSECTION LEGS FOR THE OFFICE OF PUBLIC WORKS

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

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

WHEREAS, the City anticipates using Motor Fuel Tax funds in an amount not to exceed \$108,100.00 to resurface Wabash Avenue from Robbins Road to Macarthur Boulevard and the Macarthur Boulevard and Stanford Avenue intersection legs.

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

Section 1: That improvements will be made by resurfacing Wabash Avenue from Robbins Road to Macarthur Boulevard and the Macarthur Boulevard and Stanford Avenue intersection legs under the Illinois Highway Code.

Section 2: That the proposed improvement is to be designated as City Section 25-STATE-00-RS.

Section 3: That the City anticipates using an amount not to exceed \$108,100.00 for the improvement of said section from its allotment of Motor Fuel Tax Funds.

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

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

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

PASSED: _____, 2025

SIGNED: _____, 2025

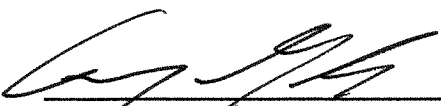
RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 **5-15-25**

Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

REQUEST FORM NO: 25-33
DATE OF 1ST READING: 5-20-25

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom

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:

A RESOLUTION FOR THE IMPROVEMENT BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE, MFT SECTION NO. 25-STATE-00-RS FOR RESURFACING WABASH AVENUE FROM ROBBINS ROAD TO MACARTHUR BOULEVARD AND THE MACARTHUR BOULEVARD AND STANFORD AVENUE INTERSECTION LEGS FOR THE OFFICE OF PUBLIC WORKS.

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

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This resolution informs IDOT that the City is using MFT funds (up to \$108,100.00) for cost sharing responsibilities to resurface Wabash Avenue from Robbins Road to MacArthur Boulevard and the MacArthur Boulevard and Stanford Avenue intersection legs.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

S:\Excel\Forms\25-33 Res MFT Wabash (Robbins to MacArthur) Information supplied on this form is not confidential information.

Revised 5/26/04

2025-221



**Resolution for Improvement
Under the Illinois Highway Code**

Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

25-STATE-00-RS

BE IT RESOLVED, by the Council

Governing Body Type

of the City

of Springfield

Local Public Agency Type

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Wabash Avenue	2.4	FAP 664	Robbins Road	MacArthur Boulevard
Stanford Avenue	0.1	FAU 7997	MacArthur Boulevard	515 feet East
MacArthur Boulevard	0.13	FAP 664	Wabash Avenue	653 feet North
MacArthur Boulevard	0.12	FAP 610	Wabash Avenue	647 feet South

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Milling and resurfacing Wabash Avenue from Robbins Road to MacArthur Boulevard, as well as the Stanford Avenue and MacArthur Boulevard intersection. This is IDOT project and City has cost sharing responsibilities for the milling and resurfacing for the Stanford Avenue, east of MacArthur Boulevard and MacArthur Boulevard, south of Stanford Avenue sections

2. That there is hereby appropriated the sum of One Hundred Eight Thousand One Hundred

Dollars (\$108,100.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, Charles Redpath Sr.

Name of Clerk

City

Clerk in and for said City

Local Public Agency Type

of Springfield

Local Public Agency Type

Name of Local Public Agency

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

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

Council

Governing Body Type

of Springfield

at a meeting held on

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this Day day of Month, Year



Illinois Department
of Transportation

(SEAL)

**Resolution for Improvement
Under the Illinois Highway Code**

Clerk Signature & Date

--

Approved

Regional Engineer Signature & Date
Department of Transportation

--



Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

25-STATE-00-RS

BE IT RESOLVED, by the Council

of the City

Governing Body Type

Local Public Agency Type

of Springfield

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City

Clerk in and for said City

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of Springfield

at a meeting held on

Governing Body Type

Name of Local Public Agency

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this

Day

Month, Year



Illinois Department
of Transportation

(SEAL)

**Resolution for Improvement
Under the Illinois Highway Code**

Clerk Signature & Date

--

Approved

Regional Engineer Signature & Date
Department of Transportation

--



Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

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Resolution Number

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I, Charles Redpath Sr.

City

Clerk in and for said City

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Springfield

Name of Local Public Agency

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

Council

Governing Body Type

of Springfield

Name of Local Public Agency

at a meeting held on

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this

Day

Month, Year



**Resolution for Improvement
Under the Illinois Highway Code**

(SEAL)

Clerk Signature & Date

--

Approved

Regional Engineer Signature & Date
Department of Transportation

--



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

25-STATE-00-RS

BE IT RESOLVED, by the Council

Governing Body Type

of the City

Local Public Agency Type

of Springfield

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Dollars (\$108,100.00) for the improvement of

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I, Charles Redpath Sr.

City

Clerk in and for said City

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Springfield

Name of Local Public Agency

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Council

of Springfield

at a meeting held on

Governing Body Type

Name of Local Public Agency

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this

Day

Month, Year



Illinois Department
of Transportation

(SEAL)

**Resolution for Improvement
Under the Illinois Highway Code**

Clerk Signature & Date

--

Approved

Regional Engineer Signature & Date
Department of Transportation

--

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF SPRINGFIELD AND THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION FOR RESURFACING OF WABASH AVENUE FROM ROBBINS ROAD TO MACARTHUR BOULEVARD AND THE MACARTHUR BOULEVARD AND STANFORD AVENUE INTERSECTION LEGS (MFT SECTION # 25-STATE-00RD) IN AN AMOUNT NOT TO EXCEED \$108,100.00 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, it is in the best interest of the City to enter into an agreement with the State of Illinois, Department of Transportation, for the resurfacing of Wabash Avenue from Robbins Road to MacArthur Boulevard, and the MacArthur Boulevard and Stanford Avenue Intersection in the amount of \$108,100.00 for the Office of Public Works; and

WHEREAS, The City of Springfield has cost sharing responsibilities for milling and resurfacing from the Stanford Avenue and MacArthur Boulevard intersection 515 feet east on Stanford Avenue and 647 feet south of MacArthur Boulevard; and

WHEREAS, the agreement sets forth jurisdictional responsibilities following the completion of the project and the City's participation in the project; and

WHEREAS, a copy of this 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 of the City of Springfield, Illinois, hereby approves and authorizes the execution of an agreement between the City of Springfield and the State of Illinois for resurfacing of Wabash Avenue, from Robbins Road to MacArthur Boulevard and the MacArthur Boulevard and Stanford Avenue intersection legs (MFT Section # 25-STATE-00-RS) in an amount not to exceed \$108,100.00.

Section 2: That the Mayor and the City Clerk are hereby authorized to execute said agreement; and any other documents to effectuate the agreement.

Section 3: That the Director of the Office of Budget and Management is hereby authorized to make payment to the Illinois Department of Transportation in an amount not to exceed \$108,100.00 from account number 041-110-GAST-STRS-2307 in accordance with the terms of the agreement.

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: Misty Buscher


Office of Corporation Counsel /Date

FAP 664, FAP 610, FAU 7997 (Wabash Ave., MacArthur Blvd., Stanford Ave.)

Section: 21RS-11,(G)RS-17

CITY Section: 25-STATE-00-RS

County: Sangamon

Job No.: C-96-057-12

Agreement No.: JN 625-004

Contract No.: 72F42

AGREEMENT

This agreement entered into this ____ day of _____, A.D., 20____, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the City of Springfield, of the State of Illinois, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of improving approximately 2.4 miles of Wabash Avenue (FAP Route 664), approximately 0.1 miles of Stanford Avenue (FAU Route 7997), and approximately 0.25 miles of MacArthur Boulevard (FAP Route 664, FAP Route 610) (State Section 21RS-11,(G)RS-17; CITY Section 25-STATE-00-RS), as follows:

- A. Wabash Avenue (FAP 664) from approximately 220 feet west of Robbins Road to MacArthur Boulevard, by milling and resurfacing the existing 12-ft through traffic lanes, two lying on each side of the centerline, 12-ft and variable left- and right-turn lanes, and 12-ft bi-directional turn lanes, omitting Veterans Parkway from edge of pavement to edge of pavement.
- B. Stanford Avenue (FAU Route 7997) from MacArthur Boulevard to approximately 515 feet east, by milling and resurfacing the existing 12-ft through traffic lanes, two lying on each side of the centerline, and 12-ft and variable left- and right-turn lanes.
- C. MacArthur Boulevard (FAP Route 664) northerly approximately 653 feet from the intersection with Wabash Avenue and Stanford Avenue, by milling and resurfacing the existing 12-ft through traffic lanes, two lying on each side of the centerline, and 12-ft and variable left- and right-turn lanes.
- D. MacArthur Boulevard (FAP Route 610) from the intersection with Wabash Avenue and Stanford Avenue southerly approximately 647 feet through the intersection with Junction Circle, by milling and resurfacing the existing 12-ft through traffic lanes, two lying on each side of the centerline, and 12-ft and variable left- and right-turn lanes.
- E. By replacing approximately 60 ft of concrete curb and gutter along east bound Wabash Avenue between Robbins Road and West White Oaks Drive, and by

FAP 664, FAP 610, FAU 7997 (Wabash Ave., MacArthur Blvd., Stanford Ave.)

Section: 21RS-11,(G)RS-17

CITY Section: 25-STATE-00-RS

County: Sangamon

Job No.: C-96-057-12

Agreement No.: JN 625-004

Contract No.: 72F42

performing all other work necessary to complete the improvement in accordance with the approved plans and specifications as shown on the location map marked "Exhibit A" attached hereto and made a part hereof;

WHEREAS, the proposed improvements will require temporary closures of sideroads, except road closure of Veterans Parkway will not be allowed, road closure on MacArthur Boulevard will only be allowed after 10:00 PM, and simultaneous road closures will not be allowed of both Robbins Road and West White Oaks Drive, of both intersections with White Oaks Mall, of both Colony Way Boulevard and Montvale Drive, and of Drawbridge Road, Kirkley Lane, and Robinhood Lane in accordance with the Limitations of Construction in the approved plans and specifications; and

WHEREAS, the CITY is desirous of said improvement in that same will be of immediate benefit to the CITY residents and permanent in nature;

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

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the plans, specifications and contract.
2. The STATE agrees to pay for all right-of-way, construction and engineering costs, subject to reimbursement by the CITY as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as follows:

2025-222

FAP 664, FAP 610, FAU 7997 (Wabash Ave., MacArthur Blvd., Stanford Ave.)

Section: 21RS-11,(G)RS-17

CITY Section: 25-STATE-00-RS

County: Sangamon

Job No.: C-96-057-12

Agreement No.: JN 625-004

Contract No.: 72F42

Type of Work	State		City		Total
	Cost	%	Cost	%	
All construction costs excluding the following:	\$5,030,000	100	\$0	NA	\$5,030,000
Resurfacing Stanford Ave. (FAU 7997) and MacArthur Blvd. (FAP 610) south of Wabash/Stanford intersection	\$376,000	80	\$94,000	20	\$470,000
P&C Engineering 15%			\$14,100		
Total			\$108,100		

Participation and reimbursement shall be predicated by the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities times contract unit prices plus 15% for construction and preliminary engineering.

4. The CITY has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as "Exhibit B" and made a part hereof.

The CITY further agrees that upon award of the contract for this improvement, the CITY will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to the said DEPARTMENT the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project based upon final costs.

The CITY further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in "Exhibit B" proves to be insufficient, to cover said cost.

5. The CITY shall continue to enforce Title VII, Chapter 79, Subsection 79.20, requiring that parking be prohibited within the limits of this improvement, a copy of which is attached hereto as "Exhibit C", and will in the future prohibit parking at such locations on or

FAP 664, FAP 610, FAU 7997 (Wabash Ave., MacArthur Blvd., Stanford Ave.)

Section: 21RS-11,(G)RS-17

CITY Section: 25-STATE-00-125

County: Sangamon

Job No.: C-96-057-12

Agreement No.: JN 625-004

Contract No.: 72F42

immediately adjacent to this improvement as may be determined necessary by the STATE from traffic capacity studies.

6. Prior to the STATE advertising for the work proposed hereunder, the disposition of encroachments will be cooperatively resolved with representatives from the CITY and the STATE.

The CITY shall continue to enforce Title IX, Chapter 99, Article II, Subsection 99.10, relative to the disposition of encroachments and prohibiting, in the future, any new encroachments within the limits of the improvements, a copy of which is attached as "Exhibit D".

7. The CITY agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along FAP Route 664 (Wabash Avenue and MacArthur Boulevard north of the intersection with Wabash Avenue and Stanford Avenue) without the consent of the STATE.
8. The CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
9. The CITY agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
10. All CITY owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the "Accommodation of Utilities of Right of Way of the Illinois State Highway System." (92 Ill. Adm. Code 530). The CITY agrees to obtain from the STATE an approved permit for the facility, and to abide by all conditions set forth therein.
11. Upon final field inspection of the improvement and so long as FAP Route 664 is used as a State Highway, the STATE agrees to maintain or cause to be maintained, the two through

2025-222

FAP 664, FAP 610, FAU 7997 (Wabash Ave., MacArthur Blvd., Stanford Ave.)

Section: 21RS-11,(G)RS-17

CITY Section: 25-STATE-00-RS

County: Sangamon

Job No.: C-96-057-12

Agreement No.: JN 625-004

Contract No.: 72F42

traffic lanes lying on either side of the centerline, the left-turn and right-turn lanes, the medians and median surface, and the curb adjacent to those traffic lanes to be maintained by the STATE.

12. Upon final field inspection of the improvement, the CITY agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including sidewalks, crosswalk and stop line markings, landscaping on the medians, and CITY owned utilities and appurtenances, and highway lighting including furnishing the electrical energy therefore.

The City further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of FAP Route 664 (Wabash Avenue and MacArthur Boulevard north of the intersection with Wabash Avenue and Stanford Avenue). Drainage facilities, if any, at the aforementioned side roads located within the State right-of-way shall be the joint maintenance responsibility of the STATE and CITY unless there is an agreement specifying different responsibilities.

13. The CITY will retain jurisdiction of and maintain or cause to be maintained, Stanford Avenue (FAU Route 7997) from the east edge of the northbound through lane of MacArthur Boulevard to the east and MacArthur Boulevard (FAP Route 610) from the south edge of the eastbound through lane of Wabash Avenue and Stanford Avenue south to Junction Circle.
14. The CITY agrees to provide written approval of that portion of the plans and specifications relative to the CITY financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.
15. Obligations of the STATE and CITY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

FAP 664, FAP 610, FAU 7997 (Wabash Ave., MacArthur Blvd., Stanford Ave.)

Section: 21RS-11,(G)RS-17

CITY Section: 25-STATE-00-RS

County: Sangamon

Job No.: C-96-057-12

Agreement No.: JN 625-004

Contract No.: 72F42

16. This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

FAP 664, FAP 610, FAU 7997 (Wabash Ave., MacArthur Blvd., Stanford Ave.)

Section: 21RS-11,(G)RS-17

CITY Section: 25-STATE-00-RS

County: Sangamon

Job No.: C-96-057-12

Agreement No.: JN 625-004

Contract No.: 72F42

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

City of Springfield

Attest:

Clerk

(SEAL)

By: _____
Misty Buscher *GEM*
Mayor, City of Springfield

Date: _____

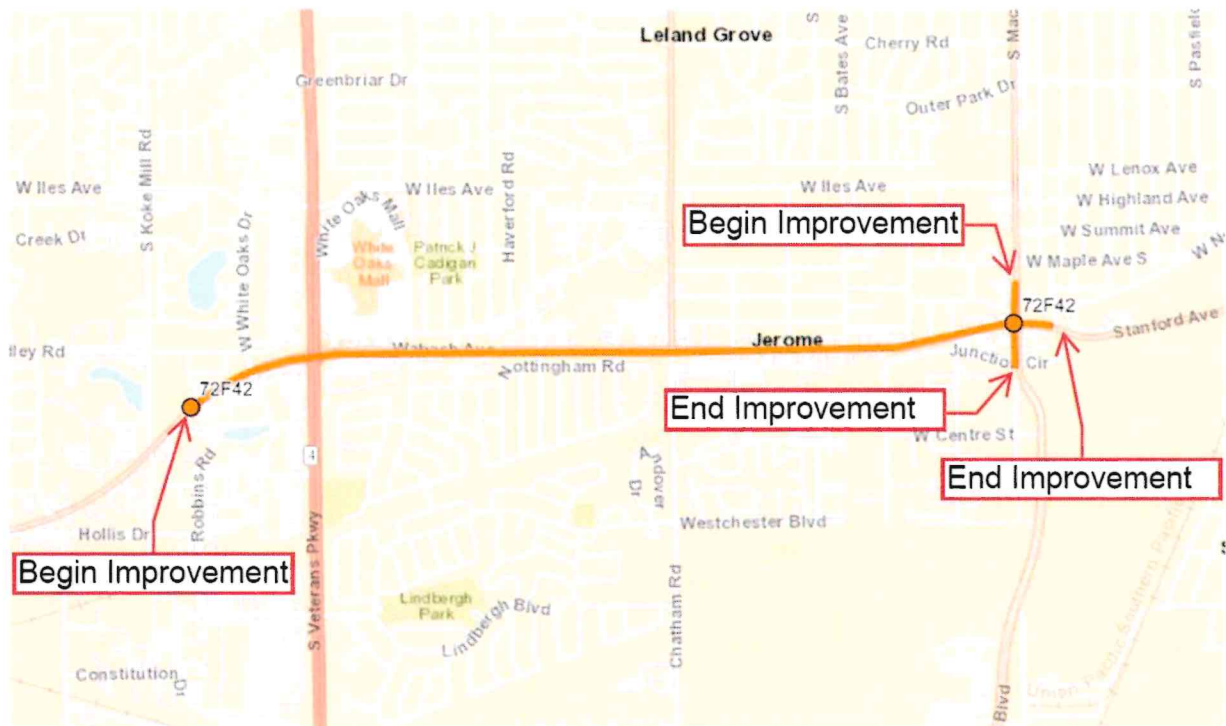
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

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

Date: _____

2025-222

LOCATION MAP



FAP 664, FAP 610, FAU 7997
Section 21RS-11,(G)RS-17
Sangamon County
Contract No. 72F42
Wabash Avenue to Stanford Avenue 0.1 mi east
of MacArthur Boulevard, and MacArthur
Boulevard 0.1 mi north and 0.1 mi south of
Wabash Avenue in Springfield

2025-222

§ 79.20. - Stopping, standing, or parking prohibited.

The operator of any vehicle shall not stop, stand, or park a vehicle in any of the following places, except when necessary in an emergency, to avoid conflict with other traffic or in compliance with directions of a police officer, authorized personnel, or official traffic sign or signal, or this code. Further definition of the enumerated offenses may be obtained from other sections of this traffic code. Violations may be charged under this section or a more specific section.

- (1) Within an intersection.
- (2) Upon a crosswalk.
- (3) Upon any bridge or viaduct, or in any subway or tunnel or the approach thereto.
- (4) Between a safety zone and the adjacent curb or within 30 feet of a point of the curb immediately opposite the end of a safety zone.
- (5) Within 30 feet of a traffic signal, beacon or sign on the approaching side.
- (6) Within 20 feet of any intersection or crosswalk.
- (7) Within 15 feet of a fire hydrant.
- (8) At any place where the vehicle would block the use of a railroad grade crossing.
- (9) Within 50 feet of the nearest rail of a railroad grade crossing.
- (10) Within 20 feet of the driveway entrance to any fire department station and on the side of the street opposite the entrance to any such station within 75 feet of such entrance when properly sign-posted.
- (11) On any sidewalk, parkway or barrier type curb.
- (12) At any place where official signs prohibit parking.
- (13) On any property designated and marked fire or emergency lane.
- (14) On any public street or portion thereof at any time when such street is being cleaned and which has been posted as such.
- (15) In any posted curb loading zone, except as provided for in section 110.114(c).
- (16) In any public alley, except for the purpose of loading or unloading merchandise or for the purpose of utilizing financial institution drive-up facilities; provided that the flow of traffic in the alley may not be blocked nor the vehicle left unattended.
- (17) In any bus stop; provided that vehicles other than buses may drive to the curb at a bus stop for the purpose of receiving or discharging passengers.
- (18) In any traffic lane; provided that a vehicle may be momentarily stopped within a traffic lane for the purpose of receiving or discharging passengers.
- (19) On the roadway side of any vehicle stopped or parked at the edge or curb of a street.
- (20)

On any snow emergency route during a state of emergency as declared in section 79.30.

- (21) On any street adjacent to school property or playgrounds when official signs are erected.
- (22) On any property owned by the city and used for the transaction of public business when official signs are erected; provided however, this prohibition shall not apply to city-owned vehicles operating in an emergency or with prior approval from the city traffic engineer.
- (23) In front of a public or private driveway except momentarily to pick up or discharge passengers.
- (24) At any place adjacent to the center portion of Yale Boulevard next to Harvard Park Elementary School where official signs prohibit stopping or parking when school children are present. The penalty for violating this subsection (24) is a fine of \$250.

For the purpose of this section official signs shall mean all signs, markings and devices which conform with the State of Illinois Manual and not inconsistent with this code, placed or erected by authority of the city traffic engineer for the purpose of regulating, warning and controlling parking.

(Ord. No. 918-11-90, 11-20-90; Ord. No. 456-5-92, § 1, 5-19-92; Ord. No. 252-4-93, § 1, 4-6-93; Ord. No. 749-9-94, § 1, 9-20-94; Ord. No. 466-08-01, § 2, 8-21-01; Ord. No. 155-04-15, § 1, 4-21-15)

§ 99.10. - Unauthorized obstruction or encumbrances.

- (a) No person shall place, throw, or leave, or cause to be placed, thrown, or left any obstruction or encumbrance in or on any street, alley, sidewalk, parkway, or other public ground, except for the following: trees, shrubs, flowers or other landscaping; landscape boulders no more than two feet in diameter; mailboxes including decorative mailbox holders no more than two feet square and four feet in height; or as otherwise authorized by this Code or other ordinance. Any authorized obstruction or encumbrance shall not hinder the vision of motorists and pedestrians necessary for safe movement into, out of or adjacent to the site.
- (b) Such obstructions shall be placed or left at the person's own risk and may be removed by the city in any event it becomes necessary as deemed by the city. Such removal shall be without reimbursement to the person by the city.
- (c) Any person who shall place or leave, or cause to be placed or left, and encroachment, obstruction, or encumbrance in or on any street, alley, sidewalk, or other public ground shall in all cases be liable to the city and to private persons for all injury or damages arising therefrom.

(Ord. No. 465-08-04, § 2, 8-17-04)

State Law reference— Power of city to prevent and remove obstructions on streets, 65 ILCS 5/11-80-3.

MUNICIPAL
CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF SANGAMON)

I, _____, Clerk in and for the City of Springfield of the
State of Illinois, hereby certify that _____, Mayor of the City of
Springfield, was duly authorized to execute the foregoing Agreement on behalf of the City
Council of the City of Springfield, pursuant to an ordinance adopted by the City Council at a
meeting on _____, 20_____.

IN TESTIMONY WHEREOF, I have hereunto set my hand seal this _____ day of
_____ AD, 20_____.

City Clerk, City of Springfield

(SEAL)

2025 - 222

FAP 664, FAP 610, FAU 7997 (Wabash Ave., MacArthur Blvd., Stanford Ave.)

Section: 21RS-11,(G)RS-17

CITY Section: 25-STATE-00-RS

County: Sangamon

Job No.: C-96-057-12

Agreement No.: JN 625-004

Contract No.: 72F42

FINAL PLAN APPROVAL

WHEREAS the CITY OF SPRINGFIELD and the STATE OF ILLINOIS, acting through its DEPARTMENT OF TRANSPORTATION, will enter into a maintenance agreement for the improvement of Wabash Avenue and Stanford Avenue (FAP 664, FAU 7997) from approximately 220 feet west of Robbins Road easterly to Stanford Avenue approximately 515 feet east of MacArthur Boulevard, and MacArthur Boulevard from approximately 653 feet north to approximately 647 feet south of the Wabash Avenue intersection; and

WHEREAS, in order to facilitate said improvement and in anticipation of said agreement, the CITY OF SPRINGFIELD hereby gives written approval of that portion of the plans and specifications relative to the CITY financial and maintenance obligations:

FINAL PLANS APPROVED this 1st day of May, 2025

For: CITY OF SPRINGFIELD

By: Nathan Bottom
Nathan Bottom
Chief City Engineer, City of Springfield

Date: May 2, 2025



Local Public Agency	Type	County	Section Number
Springfield	City	Sangamon	25-STATE-00-RS

I hereby request authorization to expend Motor Fuel Tax Funds as indicated below:

Purpose	Motor Fuel Tax Amount	Rebuild Illinois Amount
County Engineer/Superintendent Salary & Expenses		n/a
Contract Construction	\$108,100.00	
Day Labor Construction		
Engineering		
Engineering Investigations		
IMRF/Social Security		n/a
Maintenance		
Maintenance Engineering		
Obligation Retirement		n/a
Other		
Right-of-Way (Itemized on 2nd page)		
TOTAL	\$108,100.00	

Comments

Local participation in accordance with Agreement No. JN 625-004 for Contract No. 72F42.

Local Public Agency Official Signature & Date

--

Title

Mayor

Approved

Regional Engineer Signature & Date
Department of Transportation

--

Department of Transportation Use

Entered By

Date

--	--

Completed 05/02/25

2025-222



Request for Expenditure/Authorization of Motor Fuel Tax Funds

Local Public Agency	Type	County	Section Number
Springfield	City	Sangamon	25-STATE-00-RS

I hereby request authorization to expend Motor Fuel Tax Funds as indicated below:

Purpose	Motor Fuel Tax Amount	Rebuild Illinois Amount
County Engineer/Superintendent Salary & Expenses		n/a
Contract Construction	\$108,100.00	
Day Labor Construction		
Engineering		
Engineering Investigations		
IMRF/Social Security		n/a
Maintenance		
Maintenance Engineering		
Obligation Retirement		n/a
Other		
Right-of-Way (Itemized on 2nd page)		
TOTAL	\$108,100.00	

Comments

Local participation in accordance with Agreement No. JN 625-004 for Contract No. 72F42.

Local Public Agency Official Signature & Date

Title

65m

Mayor

Approved

Regional Engineer Signature & Date
Department of Transportation

Department of Transportation Use

Entered By	Date

Itemization of Right-of-Way Request

[illegible]

2025-222

ORDINANCE FACT SHEET

REQUEST FORM NO: 25-32
DATE OF 1ST READING: 5-20-25

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

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

TYPE OF ORDINANCE: State of Illinois Agreement FISCAL IMPACT: \$ 108,100.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF SPRINGFIELD AND THE STATE OF ILLINOIS AND TO AUTHORIZE PAYMENT OF AN AMOUNT OF \$108,100 TO THE STATE OF ILLINOIS FOR RESURFACING WABASH AVENUE FROM ROBBINS ROAD TO MACARTHUR BOULEVARD AND THE MACARTHUR BOULEVARD AND STANFORD AVENUE INTERSECTION LEGS (MFT SECTION # 25-STATE-00-RS) FOR THE OFFICE OF PUBLIC WORKS

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

CONTRACTOR / VENDOR NAME: State of Illinois VENDOR NO: OSTA 4950

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

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

Method of Purchase (check one) Previous Ord #s

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

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

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	STRS	2307 \$ 108,100.00
2					
3					
4					

FUNDS CHECK BY: *Christina Livingston* Date: 5/2/25
DIRECTOR / SUPERVISOR SIGNATURE: *[Signature]* Date: 2 MAY 25
CITY PURCHASING AGENT: *Michael [Signature]* Date: 5-5-25

COMMENTS

This ordinance is for an agreement with the State of Illinois to resurface Wabash Avenue from Robbins Road to MacArthur Boulevard and the MacArthur Boulevard and Stanford Avenue intersection legs. The City of Springfield has cost sharing responsibilities for milling and resurfacing from the Stanford Avenue and MacArthur Boulevard intersection 515 feet east on Stanford Avenue and 647 feet south on MacArthur Boulevard. The City's responsibility should not exceed \$108,100 for the share of improvements.

SIGN OFF:

[Signature]
(Mayor's Signature)

[Signature]
(Director of OBM)

AN ORDINANCE ACCEPTING THE LOW BID AND AUTHORIZING THE EXECUTION OF CONTRACT NUMBER PW26-03-03 WITH P.H. BROUGHTON & SONS, INC. FOR THE FY2026 CONCRETE PATCHING PROGRAM IN AN AMOUNT NOT TO EXCEED \$1,020,464.99 FOR THE OFFICE OF PUBLIC WORKS

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

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

WHEREAS, pursuant to the above, P.H. Broughton & Sons, Inc. has submitted the low bid for the FY2026 Concrete Patching Program for the Office of Public Works in an amount not to exceed \$1,020,464.99; 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. PW26-03-03; and

WHEREAS, the Purchasing Agent recommends awarding this contract to P.H. Broughton & Sons, Inc.

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

Section 1: That the City Council hereby accepts the bid of P.H. Broughton & Sons, Inc. for the FY2026 Concrete Patching Program for the Office of Public Works in an amount not to exceed \$1,020,464.99. The Mayor and City Clerk are authorized to execute Contract No. PW26-03-03 on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management, upon satisfactory performance of the contract, is hereby authorized to make payment to P.H. Broughton & Sons, Inc. (0BRO2800) in an amount not to exceed \$1,020,464.99 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

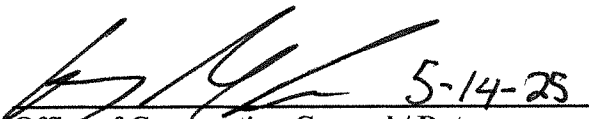
RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher


Office of Corporation Counsel / Date 5-14-25

ORDINANCE FACT SHEET

REQUEST FORM NO: 25-31
DATE OF 1ST READING: 5-6-25

OFFICE REQUESTING: Public Works

CONTACT PERSON: David Whitworth
PHONE NUMBER: 789-2255 ext 5227

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

TYPE OF ORDINANCE: low bid FISCAL IMPACT: \$1,020,464.99
(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 #PW26-03-03 WITH P.H. BROUGHTON & SONS, INC. FOR THE FY2026 CONCRETE PATCHING PROGRAM FOR THE OFFICE OF PUBLIC WORKS

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

CONTRACTOR / VENDOR NAME: P.H. BROUGHTON & SONS, INC. VENDOR NO: 0BRO2800
CONTRACT TERM: completion CONTRACT # PW26-03-03

CONTRACT AMOUNT: \$1,020,464.99 Change in Scope Yes ☐ No ☒
(Original amount if change order)
Change Order # Additional Amount

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1	095	110	WORK	INFR	1204 \$ 1,020,464.99
2					
3					
4					

FUNDS CHECK BY: Date: 04-23-2025
DIRECTOR / SUPERVISOR SIGNATURE Date: 22 APR 25
CITY PURCHASING AGENT: Date: 4-23-25

COMMENTS

This ordinance is for the City's annual concrete patching program for various streets throughout the City.

SIGN OFF:

Mayor's Signature) GM

(Director of OBM)



Tabulation of Bids

Local Public Agency: City of Springfield

County: Sangamon

Contract Name: FY2026 Concrete Patching Contract No.: PW26-03-03

Estimate:	0.00
-----------	------

Date: 4/17/2025Time: 2:00 PM

Contract No.: PW26-03-03

Attended By:

[illegible]

**AN ORDINANCE AUTHORIZING PAYMENT OF A WORKERS
COMPENSATION SETTLEMENT TO ERIC FAIR, A CURRENT CITY OF
SPRINGFIELD FIRE DEPARTMENT EMPLOYEE, FOR SETTLEMENT
OF A WORKERS COMPENSATION CLAIM FOR CASE NUMBER 24-
WC-031943 IN AN AMOUNT NOT TO EXCEED \$22,150.26**

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, Eric Fair, a current City of Springfield Firefighter, hired June 3, 2022, reported work-related injury to his right knee while carrying a patient down stairs on February 16, 2023; and

WHEREAS, Eric Fair filed a workers compensation claim for his injury, case number 24-WC-031943; and

WHEREAS, Eric Fair is willing to settle this case in an amount not to exceed \$22,150.26, representing 15% loss of use of right leg; and

WHEREAS, PMA Companies, the City's third party worker' compensation vendor, has recommended that settlement of Eric Fair's workers' compensation claim for case 24-WC-031943 in the amount of \$22,150.26 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 authorizes full and final settlement in the amount of \$22,150.26 to Eric Fair, a current Firefighter with the Springfield Fire Department, for his workers' compensation claim in case number 24-WC-031943, representing 15% loss of use of right leg. The Mayor and City Clerk are hereby directed to sign the Settlement Agreement on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay a lump sum in an amount not to exceed \$22,150.26 from Account Number 074-107-BGMT-WCMP-2205 as provided in the Settlement Agreement to Eric Fair and his attorney Gregory W. Scronce.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 5-15-25

Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: 05/20/2025

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: \$22,150.26

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT TO ERIC FAIR, A CURRENT CITY OF SPRINGFIELD FIREFIGHTER, TO SETTLE WORKERS' COMPENSATION CLAIM FOR CASE# 24WC031943 IN THE AMOUNT OF \$22,150.26.

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

CONTRACTOR / VENDOR NAME: Eric Fair and Attorney Gregory W. Scronce

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	\$22,150.26
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

C. Heindel

04/21/2025

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

Re...

4/23/25

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

Eric Fair, hired on 06/03/2022, as a City of Springfield Firefighter employee reported a work injury on February 16, 2023. Mr. Fair filed a workers compensation claim (Case# 24WC031943) and is willing to settle in the amount of \$22,150.26. PMA Companies the city's third party Workers' Compensation vendor, also recommend payment in the amount of \$22,150.26 to settle (Case# 24WC031943).

SIGN OFF: _____

(Mayor's Signature)

GEM

(Director of OBM)

**ILLINOIS WORKERS' COMPENSATION COMMISSION
SETTLEMENT CONTRACT LUMP SUM PETITION AND ORDER**

ATTENTION. Answer all questions. Attach a recent medical report.

Internal# S0180572

Workers' Compensation Act Yes Occupational Diseases Act No Fatal case? No Date of death

Eric Fair

Employee/Petitioner

Case# **24WC031943**

v.

City of Springfield Fire Department

Setting **Springfield**

Employer/Respondent

To resolve this dispute regarding the benefits due the petitioner under the Illinois Workers' Compensation or Occupational Diseases Act, we offer the following statements. We understand these statements are not binding if this contract is not approved.

Eric Fair

Employee/Petitioner

1644 Toronto Road

Street address

Springfield, IL 62712

City, State, Zip code

**City of Springfield Fire
Department**

Employer/Respondent

825 E. Capitol Avenue

Street address

Springfield, IL 62701

City, State, Zip code

State employee? No

Gender: Male

Marital status: Single

Dependents under age 18: 0

Birthdate: 12/16/1995

Average weekly wage: \$1,144.71

Date of accident: 2/16/2023

How did the accident occur? Carrying patient downstairs, injured right knee.

What part of the body was affected? Right knee, meniscus tear.

What is the nature of the injury? Operated

The employer was notified of the accident orally and in writing.

Return-to-work date: 02/25/24

Location of accident: Springfield

Did the employee return to his or her regular job? Yes

If not, explain below and describe the type of work the employee is doing, the wage earned, and the current employer's name and address.

TEMPORARY TOTAL DISABILITY BENEFITS: Compensation was paid for 3 2/7 weeks at the rate of \$763.06 /week.

The employee was temporarily totally disabled during the following period(s):

From	Through
<u>02/01/2024</u>	<u>02/24/24</u>

2025-224

Notes regarding temporary total disability benefits:

MEDICAL EXPENSES: The employer has paid all medical bills. List unpaid bills in the space below.

PREVIOUS AGREEMENTS: Before the petitioner signed an Attorney Representation Agreement, the respondent or its agent offered in writing to pay the petitioner \$ N/A as compensation for the permanent disability caused by this injury.

An arbitrator or commissioner of the Commission previously made an award on this case on N/A regarding

TTD \$ N/A Permanent disability \$ N/A Medical expenses \$ N/A Other \$ N/A

TERMS OF SETTLEMENT: Attach a recent medical report signed by the physician who examined or treated the employee. Respondent agrees to pay and Petitioner agrees to accept \$22,150.26 in full and final settlement of any and all claims under the Workers' Compensation Act for right leg injuries that incurred. Respondent agrees to pay per the Workers' Compensation Act's fee schedule all reasonable and casually related medical expenses incurred by Petitioner from the date of accident of February 16, 2023 through March 11, 2024 (representing the date Petitioner was placed at maximum medical improvement).

This settlement resolves issues which exist as to the nature and extent of Petitioner's injuries and whether said injuries are compensable. This settlement was reached for the purposes of purchasing the peace amongst the parties and to avoid costly and protracted litigation. Further, any future medical treatment and expenses attendant thereto would be unrelated to any claim in this litigation as Petitioner was released at "MMI" on March 11, 2024. Consequently, no future treatment for these alleged conditions is anticipated or expected.

Petitioner has not applied for social security disability benefits, and has no other reasonable expectation of becoming Medicare eligible within the next 30 months. The intent of the parties is NOT to shift any burden of paying medical expenses to the federal government or Medicare. In this regard, the parties have taken Medicare's interests into account in reaching this settlement.

All rights under Section 19(h) and 8(a) of the Act are expressly waived by the parties. The Petitioner and Respondent agree that this settlement is made with the intent to preserve all rights afforded to respondent under Section 5(b) of the Act and in no way are any rights under Section 5(b) waived by respondent. This settlement represents: approximately 15% loss of use of the Petitioner's right leg.

Total amount of settlement	<u>\$22,150.26</u>	
Deduction: Attorney's fees	<u>\$4,430.05</u>	
Deduction: Petitioner's costs	<u>\$66.00</u>	<u>medical reports - subpoenas</u>
Deduction: Other (explain)	<u>\$0.00</u>	
Amount employee will receive	<u>\$17,654.21</u>	

PETITIONER'S SIGNATURE. *Attention, petitioner. Do not sign this contract unless you understand all of the following statements.*

I have read this document, understand its terms, and sign this contract voluntarily. I believe it is in my best interests for the Commission to approve this contract. I understand that I can present this settlement contract to the Commission in person. I understand that by signing this contract, I am giving up the following rights unless expressly reserved or left open for a specified period of time in the terms of settlement:

1. My right to a trial before an arbitrator;
2. My right to appeal the arbitrator's decision to the Commission;
3. My right to any further medical treatment, at the employer's expense, except as otherwise provided herein, for the results of this injury;
4. My right to any additional benefits if my condition worsens as a result of this injury.

/s/ Eric Fair
Signature of petitioner

Eric Fair
Name of petitioner

(217) 371-5789
Telephone number

4/4/2025
Date

PETITIONER'S ATTORNEY. I attest that any fee petitions on file with the IWCC have been resolved. Based on the information reasonably available to me, I recommend this settlement contract be approved.

/s/ Greg Sronce
Signature of attorney
Greg Sronce

4/18/2025
Date
05576

Attorney's name
Gregory W. Scronce
725 S. 4TH

IWCC Code #

SPRINGFIELD, IL 62703
Firm name and address

(217) 528-2183
Telephone number

tcrawford@stratton-law.com
E-mail address

RESPONDENT'S SIGNATURE. The respondent agrees to this settlement and will pay the benefits to the petitioner or the petitioner's attorney, according to the terms of this contract, promptly after receiving a copy of the approved contract.

/s/ Jason Hayes
Signature of attorney or agent
Jason Hayes
Attorney's or agent's name
(847) 605-5540
Telephone number
PMA Management Corporation

4/4/2025
Date

Jason_Hayes@pmagroup.com
E-mail address

Name of respondent's insurance or service company

ORDER OF ARBITRATOR OR COMMISSIONER:

Having carefully reviewed the terms of this contract, in accordance with Section 9 of the Act, by my stamp I hereby approve this contract, order the respondent to promptly pay in a lump sum the total amount of settlement stated above, and dismiss this case.

**APPROVED BY AUTHORITY OF THE
ILLINOIS WORKERS' COMPENSATION
COMMISSION**

**pursuant to the provisions of the
Workers' Compensation and Workers'
Occupational Diseases Acts**

4/18/2025

By: /s/ Linda Cantrell Arbitrator

2025-224

AN ORDINANCE AUTHORIZING SETTLEMENT OF A WORKERS' COMPENSATION CLAIM FOR DONALD MURPHY, AN OFFICE OF PUBLIC UTILITIES EMPLOYEE, FOR CASE NUMBER 23-WC-008816 IN THE AMOUNT OF \$63,764.70

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, Donald Murphy is currently employed at the City of Springfield as a risk manager/internal auditor for the Office of Public Utilities. He was hired on December 8, 1988; and

WHEREAS, on January 4, 2021 Mr. Murphy filed a workers compensation claim for case number 23-WC-008816 and is willing to settle his claim in the amount of \$63,764.70 representing a permanent partial disability of 37.5% loss of use of the right leg; and

WHEREAS, Livingstone Mueller, Bima, & Murphy, P.C., the City's workers compensation advisors have recommended that settlement of Mr. Murphy's workers compensation claim for case number 23-WC-008816 in the amount of \$63,764.70 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 \$63,764.70 to Donald Murphy, a current City of Springfield Risk Manager/Internal Auditor with the Office of Public Utilities, for workers compensation case for claim number WC-23-008816, representing permanent partial disability of 37.5% loss of use of the right leg. The Mayor and the City Clerk are hereby directed to sign the Settlement Agreement on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay a lump sum of \$63,764.70 from Account Number 074-107-BMGT-WCMP-2205 as provided in the Settlement Agreement to Donald Murphy and his attorney Matt Kennedy.

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 J. Misty Buscher

 5-15-25

Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: 05/20/2025

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: \$63,764.70

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT TO DONALD MURPHY, A CURRENT CITY OF SPRINGFIELD RISK MANAGER/INTERNAL AUDITOR, TO SETTLE WORKERS' COMPENSATION CLAIM FOR CASE # 23WC008816 IN THE AMOUNT OF \$63,764.70

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

CONTRACTOR / VENDOR NAME: Donald Murphy & Attorney Matt Kennedy

VENDOR NO: _____

CONTRACT TERM: _____

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

Previous Ord #'s _____

☐ Low Bid

☒ Other: _____

Is Purchasing Agent approval required? No ☒ Yes ☐

☐ Low Bid Meeting Specs

☐ Exception: _____

Is Purchasing Agent approval attached? No ☒ Yes ☐

☐ Low Evaluated Bid

Code Provision: _____

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	074	107	BMGT	WCMP	2205	\$63,764.70
2			BMGT			
3						
4						

FUNDS CHECK BY:

Date:

Justin Wingarter
DIRECTOR / SUPERVISOR SIGNATURE

5/9/25

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

Donald Murphy, hired on 12/08/1988, as a City of Springfield employee reported a work injury on 01/04/2021. Mr. Murphy filed workers compensation claim (Case# 23WC008816) and is willing to settle in the amount of \$63,764.70. Livingstone, Mueller, Bima & Murphy, P.C. the city's legal advisors, also recommend payment in the amount of \$63,764.70 to settle (Case # 23WC008816).

SIGN OFF:

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

[Signature]
(Director of OBM)

2025-225

ORDINANCE FACT SHEET FOR WORKERS' COMPENSATION CLAIMS

CASE INFORMATION:

WORKERS' COMPENSATION CASE#: 23WC008816
WORKERS' COMPENSATION CLAIM #: WC004232351
WORKERS' COMPENSATION COMMISSION DECISION#:

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

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

LAW FIRM HANDLING CASE & CONTACT PERSON Livingstone, Mueller, Bima & Murphy, P.C.
Kenneth S. Bima

NAME OF EMPLOYEE: Donald Murphy

DEPARTMENT: CWLP Risk Management

JOB TITLE: Risk Manager/Internal Auditor

STATUS: ☒ CURRENT EMPLOYEE ☐ FORMER EMPLOYEE

DATE OF ACCIDENT: 1/04/2021

DESCRIPTION OF ACCIDENT: Mr. Murphy tripped in his office while retrieving work files from the file cabinet. As a result, he sustained a right hip fracture. On 1/05/2021, Mr. Murphy underwent a right total hip surgical procedure by Dr. John Horberg. The claimant was released back to full duty work following an appointment on 7/09/2021. The claimant was placed at maximum medical improvement on 1/11/2023.

ATTORNEY: Matt Kennedy

% OF LOSS OF USE: 37.5% loss of use of the right leg (80.625 weeks v. \$790.88 = \$63,764.70).

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 _____
GEM

2025-225

**AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "D" LIQUOR
LICENSES BY ONE FOR PARVENIR GROUP, LLC D/B/A MJ'S FISH
AND CHICKEN EXPRESS LOCATED AT 716 E. ENOS STREET**

WHEREAS, Parvenir Group, LLC has applied for a Class "D" liquor license for the business known as MJ's Fish and Chicken Express located at 716 E. Enos Street; and

WHEREAS, all phases of the application process have been satisfactorily 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 "D" liquor licenses by one.

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

PASSED: _____, 2025

SIGNED: _____, 2025

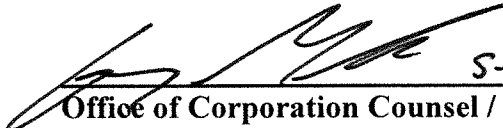
RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

REQUESTED BY: Mayor Misty Buscher

 5-14-25
Office of Corporation Counsel / Date

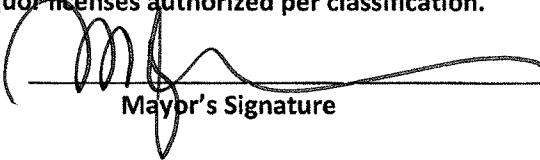
**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
5/20/2025	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Parvenir Group LLC dba MJ's Fish and Chicken Express		
LOCATION:	716 East Enos Street		
EMERGENCY PASSAGE: (Please check one)	YES	X NO	
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	Restaurant wanting to sell alcohol for onsite consumption		

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

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

SIGN OFF:


Mayor's Signature

GEH

5/15/25
Date

**AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "D"
LIQUOR LICENSES BY ONE FOR GOLDEN HOUR BAKE HOUSE, LLC
D/B/A GOLDEN HOUR BAKE HOUSE, LOCATED AT 11 W. OLD
STATE CAPITOL PLAZA**

WHEREAS, Golden Hour Bake House, LLC has applied for a Class "D" liquor license for the business known as Golden Hour Bake House, located at 11 W. Old State Capitol Plaza; and

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

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

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

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

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



Office of Corporation Counsel / Date 5-14-25

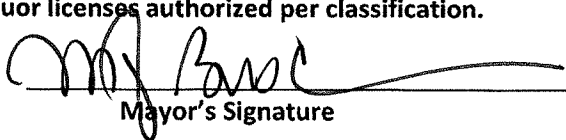
**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
5/20/2025	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Golden Hour Bake House LLC dba Golden Hour Bake House		
LOCATION:	11 W Old State Capitol Plaza		
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	Restaurant wanting to sell alcohol for onsite consumption		

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

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

SIGN OFF:


Mayor's Signature

GEM

5/15/25
Date

AN ORDINANCE AUTHORIZING AN INCREASE IN THE NUMBER OF CLASS "D" AND CLASS "N" LIQUOR LICENSES DUE TO NEW RESTAURANT WANTING TO SELL ALCOHOL FOR ONSITE CONSUMPTION AND PACKAGE BEER AND WINE. TADA CATERING, LLC D/B/A VINE & RIND LOCATED AT 3267 GINGER CREEK ROAD.

WHEREAS, Tada Catering, LLC d/b/a Vine & Rind has applied for a Class "D" and a Class "N" liquor license for the business located at 3267 Ginger Creek Road.; and

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

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

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

Section 1: That the City Council hereby approves an increase in the number of Class "D" and Class "N" liquor licenses for Tada Catering, LLC d/b/a Vine & Rind located at 3267 Ginger Creek Road.

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

 **5-14-25**
Office of Corporation Counsel / Date

**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

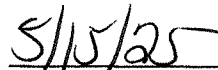
DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
5/20/2025	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	TADA Catering LLC dba Vine & Rind		
LOCATION:	3267 Ginger Creek Rd.		
EMERGENCY PASSAGE: (Please check one)	YES	X NO	
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	New Restaurant wanting to sell alcohol for onsite consumption and package beer and wine		

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

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

SIGN OFF:


Mayor's Signature GEM



Date

AN ORDINANCE AUTHORIZING PAYMENT TO AXON ENTERPRISE INC., IN AN AMOUNT NOT TO EXCEED \$220,030.00 FOR FY26 SOFTWARE RENEWAL AND BODY WORN CAMERA EXPANSION COST FUNDED BY THE COMMUNITY CONNECTIONS GRANT AND ORGANIZED RETAIL GRANT IN CONJUNCTION WITH ORDINANCE NUMBER 369-09-24, FROM APRIL 1, 2025 THROUGH MARCH 31, 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 additional expense lines to Master Agreement number MA-112-NB25-245C, to utilize the remaining Grant funded project budget balances from the Community Connections Grant and Organized Retail Crime Grant, for FY26 software renewal and body worn camera expansion; and

WHEREAS, the grants will contribute in funding the April 2025 Axon invoice from ordinance number 369-09-24; and

WHEREAS, Axon Enterprise, Inc. is a sole source provider and is willing to provide these services for an amount not to exceed \$220,030.00 from April 1, 2025 through March 31, 2026; and

WHEREAS, the City Purchasing Agent has made a determination in writing, 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 Sole Source Procurement; and

WHEREAS, a copy of the contract with Axon Enterprise, Inc. shall be on file in the Office of the City Clerk.

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

Section 1: That the City Council hereby authorizes a contract with Axon Enterprise, Inc. for FY26 software renewal and body camera worn expansion cost funded by the Community Connections Grant and Organized Retail Crime Grant in conjunction with Ordinance Number 369-09-24, from April 1, 2025 through March 31, 2026, in an amount not to exceed \$220,030.00, for the Springfield Police Department.

Section 2: That the Office of Budget and Management is hereby authorized to make payments to Axon Enterprise, Inc. (0TAS2600), in an amount not to exceed \$220,030.00, from the expenditure line numbers as follows:

001-112-POLC-ORCG-1507	\$111,080.00
001-112-POLC-ILCJ-1507	\$108,950.00
TOTAL:	\$220,030.00

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

 5-14-25
Office of Corporation Counsel / Date

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: \$220,030.00

SUGGESTED TITLE: Ordinance Authorizing Payment to Axon Enterprises in an Amount not to exceed \$220,030.00 for FY26 Software Renewal and Body Worn Camera Expansion costs funded by the Community Connections Grant & Organized Retail Crime Grant in conjunction with ORD#369-09-24 for the Springfield Police Department.

CONTRACTOR / VENDOR NAME: Axon EnterprisesVENDOR NO: OTAS2600CONTRACT TERM: 4/1/2025-3/31/2026Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid☐ Low Bid Meeting Specs☐ Low Evaluated Bid☒ Other: Sole Source☐ Exception: _____

Code Provision: _____

Previous Ord #'s 369-09-24Is Purchasing Agent approval required? No ☐ Yes ☒Is Purchasing Agent approval attached? No ☐ Yes ☐

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	112	POLC	ORCG	1605	111,080.00
2	001	112	POLC	ILCJ	1507	108,950.00
3				ILCJ		
4						

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

Axon Invoice INUS335441, Organized Retail Crime Grant & Budget ORD#398-10-24, Community Connections Grant & Budget ORD#296-06-23, Axon 5-Year Contract ORD#369-09-24

STAFF ANALYSIS

This Ordinance couples with ORD#369-09-24 to add additional Expense Lines to Master Agreement: MA 112 NB25-245C in order to utilize the remaining Grant funded project budget balances from the Community Connections Grant and Organized Retail Crime Grant to contribute in funding the April 2025 Axon invoicing as outlined originally on ORD#369-09-24.

FUNDS CHECK BY: Justin WingarterDate: 5/5/2025DIRECTOR / SUPERVISOR: John StalutDate: 5/5/2025CITY PURCHASING AGENT: Michael LeskoDate: 05/05/2025

SIGN OFF: _____

(Mayor's Signature)

GEM

(Director of OBM)

The information supplied on this form is not confidential information.

2025-229



Axon Enterprise Inc.
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Ph: 1-480-991-0797, option 5, option 1
arinquiries@axon.com
www.axon.com
TIN: 86-0741227
DUNS Number: 832176382
UEI Number: TBW7MGPYURM7

BILL TO

Springfield Police Department - IL
300 S 7th St
Springfield, IL 62701-1613
USA

Invoice

Invoice ID INUS335441
Invoice Account 109079
Date 01-Apr-25
Payment Term Net 30 days
PO/DO #
Quote # Q-581675, Q-581702,
Sales Order #
Terms of Delivery FCA
Customer Reference Q-581675,

SHIP TO

800 E Monroe St
800 E Monroe St
Springfield, IL 62701
USA

Ship to*	Bundled Item Number	Bundled Description	Bundled Quantity	Invoice Plan %	Amount
1	Fleet3ARe	Fleet 3 Advanced Renewal	10.00	16.06960%	16,019.78
1	B00022	BUNDLE - UNLIMITED PLUS	54.00	16.06960%	106,166.15
1	H00002	AB4 Multi Bay Dock Bundle	9.00	16.06960%	0.00
1	B00022	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	220.00	16.06960%	416,480.22
2	B00022	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	220.00	16.06960%	215,290.03
1	ProLicense	Pro License Bundle	10.00	16.56754%	4,307.23
1	Fleet3A	Fleet 3 Advanced	10.00	16.56754%	25,305.62
2	B00022	BUNDLE - UNLIMITED PLUS	54.00	16.06960%	17,903.63
1	BasicLicense	Basic License Bundle	10.00	16.56754%	1,615.34
1	H00001	AB4 Camera Bundle	26.00	16.06960%	0.00
1	M00018	BUNDLE - FUSUS ENTERPRISE	1.00	16.56754%	89,726.15
1	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	3.00	16.56754%	5,467.30
1	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	3.00	16.56754%	8,449.65
Bundled Line Subtotal					906,731.10

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS335441	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS335441	Reference No INUS335441	Tempe, AZ 85283
					Reference No INUS335441

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire

2025-229

Invoice

Customer Account Springfield Police Department - IL
 Invoice Account 109079
 Quote # Q-581675,

Invoice ID INUS335441
 Date 01-Apr-25
 Page 2 of 4

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Subtotal	Invoice Plan %	Amount
1	1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL Tax Date 01-Apr-25 Shipment Date:	5.00	0.00	0.00	16.06960%	0.00
2	1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER Tax Date 01-Apr-25 Shipment Date:	2.00	0.00	0.00	16.06960%	0.00
4	1	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY Tax Date 25-Oct-24 Shipment Date: 11/01/2024	9.00	0.00	0.00	16.06960%	0.00
5	1	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY Tax Date 25-Oct-24 Shipment Date: 11/01/2024	1.00	0.00	0.00	16.06960%	0.00
28	1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED Tax Date 01-Apr-25 Shipment Date:	5.00	0.00	0.00	16.06960%	0.00
37	1	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR Tax Date 01-Apr-25 Shipment Date:	9.00	0.00	0.00	16.06960%	0.00
38	1	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR Tax Date 01-Apr-25 Shipment Date:	9.00	0.00	0.00	16.06960%	0.00
39	1	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR Tax Date 01-Apr-25 Shipment Date:	1.00	0.00	0.00	16.06960%	0.00
63	1	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT Tax Date 25-Oct-24 Shipment Date: 12/01/2024	10.00	0.00	0.00	16.06960%	0.00
96	2	100399	AXON TASER 10 - CARTRIDGE - LIVE Tax Date 01-Apr-25 Shipment Date:	1,540.00	0.00	0.00	16.06960%	0.00
97	2	100399	AXON TASER 10 - CARTRIDGE - LIVE Tax Date 01-Apr-25 Shipment Date:	1,540.00	0.00	0.00	16.06960%	0.00
98	2	100399	AXON TASER 10 - CARTRIDGE - LIVE Tax Date 01-Apr-25 Shipment Date:	1,540.00	0.00	0.00	16.06960%	0.00

2025-229

Invoice

Customer Account Springfield Police Department - IL
Invoice Account 109079
Quote # Q-581675,

Invoice ID INUS335441
Date 01-Apr-25
Page 3 of 4

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Subtotal	Invoice Plan %	Amount
99	2	100399	AXON TASER 10 - CARTRIDGE - LIVE Tax Date 01-Apr-25 Shipment Date:	1,540.00	0.00	0.00	16.06960%	0.00
128	2	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED Tax Date 01-Apr-25 Shipment Date:	274.00	1,433.06	392,658.44	16.06960%	63,098.64
150	1	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA Tax Date 01-Apr-25 Shipment Date:	15.00	2,031.00	30,465.00	16.56754%	5,047.30
151	1	101360	AXON RESPOND - FUSUSONE - ENTERPRISE SAAS EXPANSION Tax Date 01-Apr-25 Shipment Date:	1.00	0.00	0.00	16.56754%	0.00
159	2	100769	AXON SIGNAL - SIDEARM LITERATURE AND SCREWDRIVER PACK Tax Date 18-Nov-24 Shipment Date: 11/25/2024	6.00	0.00	0.00	16.06960%	0.00
174	1	99901	AXON ACCELERATE CONFERENCE REGISTRATION Tax Date 01-Apr-25 Shipment Date:	15.00	0.00	0.00	16.56754%	0.00
						Item Line Subtotal	68,145.94	

Sales Amount	974,877.04
Misc. Charge	0.00
Discount	0.00
Sales Tax	0.00
Total	974,877.04
Credit Amount(s) Applied	0.00
Amount Received	0.00
BALANCE DUE	USD 974,877.04

Payment Due 01-May-25

2025-229

Invoice

Customer Account Springfield Police Department - IL
Invoice Account 109079
Quote # Q-581675,

Invoice ID INUS335441
Date 01-Apr-25
Page 4 of 4

*Tax Note

Ship-to-address Legend*

- 1 800 E Monroe St
800 E Monroe St
Springfield, IL 62701
USA
- 2 Springfield Police Department - IL
3501 Color Plant Rd
Springfield, IL 62702-1165
USA

AN ORDINANCE AUTHORIZING GRANT NO. 25-0155ORC FROM THE STATE OF ILLINOIS OFFICE OF THE ATTORNEY GENERAL, IN THE AMOUNT OF \$134,580.00, FOR THE ORGANIZED RETAIL CRIME GRANT PROGRAM AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$134,580.00 FOR THE SPRINGFIELD POLICE DEPARTMENT, FOR EMERGENCY PASSAGE, AS AMENDED

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

WHEREAS, the State of Illinois Office of the Attorney General has approved Grant No. 25-0155ORC in the amount of \$134,580.00 for the Springfield Police Department for the Organized Retail Crime Grant Program effective July 1, 2024, through June 30, 2025; and

WHEREAS, the Springfield Police Department desires to accept this grant; and

WHEREAS, the Springfield Police Department is requesting a supplemental appropriation in the amount of \$134,580.00 for the Organized Retail Crime Grant Program; and

WHEREAS, a copy of the grant agreement shall be on file in the Office of the City Clerk and identified as No. 25-0155ORC.

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

Section 1: That the City Council hereby accepts Grant No. 25-0155ORC from the State of Illinois Office of the Attorney General for the Organized Retail Crime Grant Program in the amount of \$134,580.00 for the Springfield Police Department. The Mayor and City Clerk are hereby authorized to execute the grant and any documents necessary to effectuate this grant on behalf of the City of Springfield.

Section 2: That the City Council hereby authorizes a supplemental appropriation in the amount of \$134,580.00 from account number 001-112CG-2014 into the following expenditure accounts:

EXPENDITURE ACCOUNTS	AMOUNTS
001-112-POLC-ORCG-1507	\$21,000.00
001-112-POLC-ORCG-1605	\$111,080.00
001-112-POLC-ORCG-1104	\$2,500.00

Section 3: That the Office of Budget and Management is hereby directed to make the necessary deposit of funds in accordance with the above-listed account.

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

S:\WPDOCS\Ordinances\SPD\2024\Grants\SPD Retail Crime Grant 25-0155ORC amendment.doc

form.

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

PASSED: _____, 2024

SIGNED: Oct. 8, 2024

RECORDED: _____, 2024

Misty Buscher
Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

[Signature] 10/4/24
Office of Corporation Counsel /Date

2024-421

AN ORDINANCE AUTHORIZING GRANT NO. 25-0155ORC FROM THE STATE OF ILLINOIS OFFICE OF THE ATTORNEY GENERAL, IN THE AMOUNT OF \$134,580.00, FOR THE ORGANIZED RETAIL CRIME GRANT PROGRAM AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$134,580.00 FOR THE SPRINGFIELD POLICE DEPARTMENT, FOR EMERGENCY PASSAGE

PROPOSED AMENDMENT NO. 1 TO AGENDA NO. 2024-421; this amendment is to correct the expenditure lines to reflect the fact sheet.

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

WHEREAS, the State of Illinois Office of the Attorney General has approved Grant No. 25-0155ORC in the amount of \$134,580.00 for the Springfield Police Department for the Organized Retail Crime Grant Program effective July 1, 2024, through June 30, 2025; and

WHEREAS, the Springfield Police Department desires to accept this grant; and

WHEREAS, the Springfield Police Department is requesting a supplemental appropriation in the amount of \$134,580.00 for the Organized Retail Crime Grant Program; and

WHEREAS, a copy of the grant agreement shall be on file in the Office of the City Clerk and identified as No. 25-0155ORC.

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

Section 1: That the City Council hereby accepts Grant No. 25-0155ORC from the State of Illinois Office of the Attorney General for the Organized Retail Crime Grant Program in the amount of \$134,580.00 for the Springfield Police Department. The Mayor and City Clerk are hereby authorized to execute the grant and any documents necessary to effectuate this grant on behalf of the City of Springfield.

Section 2: That the City Council hereby authorizes a supplemental appropriation in the amount of \$134,580.00 from account number 001-112-POLC-ORCG-2014 into the following expenditure accounts:

EXPENDITURE ACCOUNTS	AMOUNTS
001-112-POLC-ORCG-1507	\$21,000.00
001-112-POLC-ORCG- 1104 1605	\$111,080.00
001-112-POLC-ORCG- 1605 1104	\$2,500.00

Section 3: That the Office of Budget and Management is hereby directed to make the necessary deposit of funds in accordance with the above-listed account.

SAWPDOCS\Ordinances\SPD\2024\Grants\SPD Retail Crime Grant 25-0155ORC amendment.doc

2025-229
2024-421

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

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

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 **10/1/24**
Office of Corporation Counsel /Date

EXHIBIT A
Grant Award
PROJECT BUDGET
25-0155ORC

ORD# 398-10-24

Equipment	
PTZ Cameras	\$21,000.00
Officer Overtime Pay	
Officer OT Pay	\$2,500.00
Contractual	
1 yr. Software Contract Renewal	\$111,080.00
Total:	\$134,580.00

001-112-POLC-ORCA-161

2023-278

296-06-23

**AN ORDINANCE AUTHORIZING ACCEPTANCE AND EXECUTION OF
GRANT NUMBER 23-203186 FROM THE STATE OF ILLINOIS DEPARTMENT
OF COMMERCE AND ECONOMIC OPPORTUNITY IN THE AMOUNT OF
\$3,000,000.00, FOR THE COMMUNITY CONNECTIONS PROGRAM AND
AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT
OF \$3,000,000.00 FOR THE SPRINGFIELD POLICE DEPARTMENT, FOR
EMERGENCY PASSAGE**

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

WHEREAS, the State of Illinois Department of Commerce and Economic Opportunity has approved Grant No. 23-203186 in the amount of \$3,000,000.00 for the Springfield Police Department for the Community Connections Program Program effective July 1, 2023, through June 30, 2024; and

WHEREAS, the Springfield Police Department desires to accept this grant; and

WHEREAS, the Springfield Police Department is requesting a supplemental appropriation in the amount of \$3,000,000.00 for the Community Connections Program; and

WHEREAS, a copy of the grant agreement shall be on file in the Office of the City Clerk and identified as No. 23-203186.

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

Section 1: That the City Council hereby accepts Grant No. 23-203186 from the State of Illinois Department of Commerce and Economic Opportunity for the Community Connections Program in the amount of \$3,000,000.00 for the Springfield Police Department. The Mayor and City Clerk are hereby authorized to execute the grant and any documents necessary to effectuate this grant on behalf of the City of Springfield.

Section 2: That the City Council hereby authorizes a supplemental appropriation in the amount of \$3,000,000.00 from account number 001-112-POLC-ILCJ-0180 into the following expenditure accounts:

EXPENDITURE ACCOUNTS	AMOUNTS
001-112-POLC-ILCJ-1605	\$ 475,000.00
001-112-POLC-ILCJ-1507	\$ 800,000.00
001-112-POLC-ILCJ-1416	\$ 90,000.00
001-112-POLC-ILCJ-1232	\$1,635,000.00
TOTAL	\$3,000,000.00

2023-278

296-06-23

2025-229

Section 3: That the Office of Budget and Management is hereby directed to make the necessary deposit of funds in accordance with the above-listed account.

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

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

PASSED: June 20, 2023 **SIGNED:** June 20, 2023

RECORDED: June 21, 2023 MA Buscher

ATTEST: [Signature]
City Clerk Frank J. Lesko **Mayor Misty Buscher**

Requested by: Mayor Misty Buscher
and Alderman Shawn Gregory

Approved as to legal sufficiency:

GEM 6/20/2023
Office of Corporation Counsel /Date

2023-278

296-06-23

2025-229

Object	Item	Amount
1605	Data Analytic Software	\$ 100,000
1605	Pre NIBN screening tool	\$ 75,000
1605	Expansion of the ShotSpotter coverage area – 2 Square Miles	\$ 150,000
1605	Transparency Portal/ Evaluation program	\$ 150,000
		\$ 475,000
1507	Sky-Watch camera system (X 3)	\$ 180,000
1507	Expansion of the BWC program to allow for mandates covered under the SAFE-T act. 1507	\$ 260,000
1507	Updated TI training simulator and deployment trailer	\$ 120,000
1507	Rapid response trailer	\$ 60,000
1507	RMR firearms sighting system (80)	\$ 80,000
1507	RING Doorbell Initiative	\$ 100,000
		\$ 800,000
1416	REXIT quick entry tools (20)	\$ 7,000
1416	Technological Components to assist in Emergency Response Incidents	\$ 78,000
1416	The Dollhouse Project – Ofc. Timara Pflug	\$ 5,000
		\$ 90,000
1232	Marketing/ Project Coordinator and Software	\$ 105,000
1232	Fix It Program	\$ 50,000
1232	ShotSpotter Connect Events (X 2)	\$ 500,000
1232	Cooking with a Cop – Ofc. Timara Pflug	\$ 5,000
1232	Paint and Acquaint event – Ofc. Timara Pflug	\$ 5,000
1232	School Backpack giveaway – Ofc. Lamar Moore	\$ 5,000
1232	Funding for many sports related ventures – Ofc. Mike Newman	\$ 20,000
1232	Fair and Impartial Policing Training Component	\$ 100,000
1232	Springfield Cadet Recruitment Program –Ofc. Mike Newman	\$ 100,000
1232	SPD Internship Program	\$ 100,000
1232	Teen Empowerment Zone	\$ 645,000
		\$ 1,635,000
GRAND TOTAL		\$ 3,000,000

2023-278
2025-229

296-06-23

AN ORDINANCE AUTHORIZING A FIVE-YEAR CONTRACT WITH AXON ENTERPRISE, INC. IN AN AMOUNT NOT TO EXCEED \$5,885,000.00 OVER THE TERM FOR ALL BODY WORN CAMERAS, EVIDENCE SOFTWARE, UNLIMITED STORAGE, FLEET SYSTEMS, TASERS, CARTRIDGES, VR SYSTEMS, ACCOMPANYING EQUIPMENT / ACCESSORIES AND REPLENISHMENTS, 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 enter into a five-year contract for all body Worn cameras, evidence software, unlimited storage, fleet systems, tasers, cartridges, VR systems, accompanying equipment / accessories and replenishments; and

WHEREAS, Axon Enterprise, Inc. is a sole source provider and is willing to provide these services for a term of five-years for an amount not to exceed \$5,885,000.00; and

WHEREAS, it is in the best interest of the City to enter into a five-year contract with Axon Enterprise, Inc. beginning November 1, 2024 and ending January 31, 2030; 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 Sole Source Procurement; and

WHEREAS, a copy of the contract with Axon Enterprise, Inc. shall be on file in the Office of the City Clerk.

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

Section 1: That the City Council hereby authorizes a five-year contract with Axon Enterprise, Inc. for all body Worn cameras, evidence software, unlimited storage, fleet systems, tasers, cartridges, VR systems, accompanying equipment / accessories and replenishments for the Springfield Police Department.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to Axon Enterprises (0TAS2600), in the total amount of \$5,885,000.00, from expenditure line 001-112-POLC-1605 as follows"

November 2024	\$10,000.00
April 2025	\$975,000.00
April 2026	\$1,000,000.00
April 2027	\$1,150,000.00
April 2028	\$1,300,000.00
April 2029	\$1,450,000.00
Total	\$5,885,000.00

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

PASSED: September 17, 2021 SIGNED: Sept 18, 2021

RECORDED: September 19, 2021 [Signature]
Mayor Misty Buscher

ATTEST: [Signature]
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

[Signature], 8/28/24
Office of Corporation Counsel / Date



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: August 26, 2024

SUBJECT: Sole Source Determination

I have reviewed the Ordinance Fact Sheet for the Axon Enterprises, Inc for purchases and support through a 5-year agreement for body-worn cameras and associated systems from November 2024 to December 2029 for the Springfield Police Department.

Based on the information provided and existing equipment currently under contract and utilized by the Springfield Police Department, I have determined that Axon Enterprises 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.

AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE CAPITAL EQUIPMENT BOND FUND REVENUE IN AN AMOUNT NOT TO EXCEED \$630,846.00 TO RE-ESTABLISH BUDGET AUTHORITY FOR THE PLANNED POLICE INTERCEPTOR PURCHASES THAT WERE NOT COMPLETED DURING BUDGET FISCAL YEAR 2025 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 is requesting a supplemental appropriation in the amount of \$630,846.00 for the police interceptor purchases that were not completed during budget fiscal year 2025.

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

Section 1: That the City Council hereby authorizes a supplemental appropriation using Capital Equipment Bond Fund Revenue in an amount not to exceed \$630,846.00 for the Springfield Police Department.

Section 2: That the Office of Budget and Management is hereby directed to effectuate a supplemental appropriation as follows:

FROM REVENUE ACCOUNT	AMOUNT
094-107-GENC-24GO-0305	\$630,846.00
INTO EXPENDITURE ACCOUNT	AMOUNT
094-112-POLC-24GO-1502	\$630,846.00

Section 3: That the City Clerk is hereby directed to publish this ordinance in pamphlet form.

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

 5-15-25
Office of Corporation Counsel / Date

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: \$630,846.00SUGGESTED TITLE: Ordinance Authorizing Supplemental Appropriation in amount of \$630,846.00 from The Capital Equipment Bond Fund Revenue to re-establish Budget Authority for the planned Police Interceptor Purchases that were not completed during Budget Fiscal Year 2025 for Springfield Police Department

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

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

Method of Purchase (check one)

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

Previous Ord #'s _____

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

Accounting Information (If more than four accounts, please attach list)

REVENUE						
Fund	Agency	Org	Activity	Object	Amount	
1	094	107	GENC	24GO	0305	630,846.00
2						
3						
4						

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	094	112	POLC	24GO	1502	630,846.00
2						
3						
4						

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

Invoices for Remaining Police Interceptor Units

STAFF ANALYSIS

Ordinance to Purchase General Obligation Bonds (2024-268)
Ordinance to Purchase Interceptors from Morrow Brothers (344-09-24)
Ordinance to Purchase Interceptors from Dana Safety Supply (343-09-24)

FUNDS CHECK BY: C. HeingelDate: 04/23/2025DIRECTOR / SUPERVISOR: [Signature]Date: 4/22/25CITY PURCHASING AGENT: Michael LeskoDate: 04/23/2025

SIGN OFF: _____

(Mayor's Signature)

GEM

(Director of OBM)

The information supplied on this form is not confidential information.

2025-230

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Invoice

Telephone: 800-847-8762

Invoice No.	574898
Customer No.	SPRNGFLDIL

Bill To

SPRING FIELD POLICE DEPARTMENT IL
800 E MONROE STREET
SPRINGFIELD, IL 62701
United States

Ship To

SPRING FIELD POLICE DEPARTMENT IL
800 E MONROE STREET
SPRINGFIELD, IL 62701
United States

Contact: JOSHUA STUENKEL
Telephone: 217-788-8345

E-mail: JOSHUA.STUENKEL@SPRINGFIELD.IL.US

Contact: JOSHUA STUENKEL
Telephone: 217-788-8345

E-mail: JOSHUA.STUENKEL@SPRINGFIELD.IL.US

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
04/22/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Entered By	Mobile Number	
JOAN MILLER		Cody Craig - Little Rock	springfield il		
Order Quantity	Approved Quantity	Lot	Item Number / Description	Unit Price	Extended Price
7	7	Y	EVP VEHICLE AND EMERGENCY EQUIPMENT PACKAGE Warehouse: DROP	57,349.4200	401,445.94
1	1	N	INFO FORD PIU PATROL - WHITE Warehouse: DROP	0.0000	0.00
7	7	N	VEHICLE WHITE FORD PIU - 42900 Each Warehouse: DROP LIST ALL VEHICLE INFO - TO INCLUDE DEALER PROVIDING VEHICLE IF REQUIRED YEAR: MAKE: MODEL: EMPSCG1SLS3E Headlight Knockout - Blue/White Warehouse: DROP mpower® 3" 3-Wire Light w/ Stud Mount, for use with mpower Arrow Kit and Connect-n-Go, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 8 LED, Dual Color - Blue/White	0.0000	0.00
7	7	N	EMPSCG1SLS3E Headlight Knockout - Blue/White Warehouse: DROP	0.0000	0.00

Print Date	04/22/25
Print Time	09:44:44 AM
Page No.	1

Printed By: JOAN MILLER

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2025-230

Invoice

Invoice No.	574898
Customer No.	SPRNGFLDIL

Ship To

SPRINGFIELD POLICE DEPARTMENT IL
800 E MONROE STREET
SPRINGFIELD, IL 62701
United States

Contact: JOSHUA STUENKEL
Telephone: 217-788-8345
E-mail: JOSHUA.STUENKEL@SPRINGFIELD.IL.US

Print Date	04/22/25
Print Time	09:44:44 AM
Page No.	2

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2025-230

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

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Telephone: 800-847-8762

Invoice No.	574898
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Telephone: 217-788-8345
E-mail: JOSHUA.STUENKEL@SPRINGFIELD.IL.US

Quote Date		Ship Via		P.O. #		Customer PO Number		Payment Method			
04/22/25		UPS GROUND FREIGHT		QUOTED FREIGHT				NET30			
Entered By			Salesperson			Ordered By			Resale Number		
JOAN MILLER			Cody Craig - Little Rock			springfield il					
Order Quantity	Approved Quantity	Uls	Item Number / Description					Unit Price	Extended Price		
14	14	N	ENT3B3RBW Under Mirror RBW Warehouse: DROP					0.0000	0.00		
7	7	N	ELUC3H010D Headlight Knockout - RW Warehouse: DROP					0.0000	0.00		
7	7	N	ELUC3H010E Headlight Knockout - BW Warehouse: DROP					0.0000	0.00		
7	7	N	EMPSA05C2-D 1/4 GLASS - RED/WHITE Warehouse: DROP					0.0000	0.00		
7	7	N	4"x2" mpower Fascia with Stud Mount 24 LED (Dual) 9-32 Volt SAE with 1.5' Pigtail Black HOusing with Clear Lens RED/WHT EMPSA05C2-E 1/4 GLASS - BLUE/WHITE Warehouse: DROP					0.0000	0.00		
14	14	N	4x2 Light w/ Stud Mount, 18" 5-wire w/ sync option & 1.5 Pigtail, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 24 LED, Dual Color - Blue/White PMPSAWSSSB SOI 4X2 MPOWER SINGLE WINDOW SHROUD-BLACK Warehouse: DROP					0.0000	0.00		

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Print Time	09:44:44 AM
Page No.	3

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2025-230

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Invoice

Telephone: 800-847-8762

Invoice No.	574898
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Bill To
SPRING FIELD POLICE DEPARTMENT IL
800 E MONROE STREET
SPRINGFIELD, IL 62701
United States

Ship To
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800 E MONROE STREET
SPRINGFIELD, IL 62701
United States

Contact: JOSHUA STUENKEL
Telephone: 217-788-8345

Contact: JOSHUA STUENKEL
Telephone: 217-788-8345

E-mail: JOSHUA.STUENKEL@SPRINGFIELD.IL.US

E-mail: JOSHUA.STUENKEL@SPRINGFIELD.IL.US

Order Date	Ship Via	ED B	Customer PO Number	Payment Method	
04/22/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30	
Ordered By		Salesperson	Ordered By	Invoice Number	
JOAN MILLER		Cody Craig - Little Rock	springfield il		
Order Quantity	Approved Quantity	PO	Item Number / Description	Unit Price	Extended Price
14	14	N	EMPSCG2STS5RBW License Plate - See Programming Warehouse: DROP Red/Blue Warning Red - Brake Function White - Reverse Function	0.0000	0.00
7	7	N	PMP2BRK2LPV SOI LICENSE PLATE BRACKET, VERTICAL MNT FOR 4" MPOWER Warehouse: DROP	0.0000	0.00
7	7	N	ETTFUT-16 SOI PLUG-IN TAILLIGHT FLASHER - 2016+ PIUT Warehouse: DROP	0.0000	0.00
7	7	N	EMPAK017JS Rear Spoiler RA Driver / BA Passenger Warehouse: DROP Arrow Function on Outer Edge Only	0.0000	0.00
14	14	N	Do No Program Lightbar for Arrow ELUC3H010J Taillight RB Warehouse: DROP	0.0000	0.00

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Print Time	09:44:44 AM
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9025-230

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Invoice

Telephone: 800-847-8762

Invoice No.	574898
Customer No.	SPRNGFLDIL

Bill To
SPRING FIELD POLICE DEPARTMENT IL
800 E MONROE STREET
SPRINGFIELD, IL 62701
United States

Ship To
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SPRINGFIELD, IL 62701
United States

Contact: JOSHUA STUENKEL
Telephone: 217-788-8345

Contact: JOSHUA STUENKEL
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E-mail: JOSHUA.STUENKEL@SPRINGFIELD.IL.US

E-mail: JOSHUA.STUENKEL@SPRINGFIELD.IL.US

Quote Date	Ship Via	ETA	Customer PO Number	Payment Method	
04/22/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Rebate Number	
JOAN MILLER		Cody Craig - Little Rock	springfield il		
Order Quantity	Approved Quantity	Tax	Item Number / Description	Unit Price	Extended Price
7	7	N	C-VS-1012-INUT-2 HAV 22" ANGLED CONSOLE, 20-25 PIU Warehouse: DROP Vehicle-Specific 22" Angled Console For 2020-2025 Ford Interceptor Utility Console C-VS-1012-INUT-2 will need CM014248-1 for all models before 2025	0.0000	0.00
7	7	N	C-MD-119 HAV 11" SLIDE-OUT LOCKING SWING ARM - LOW PROFILE Warehouse: DROP	0.0000	0.00
7	7	N	C-MD-204 HAV LOW PROFILE TILT/SWIVEL MOTION DEVICE Warehouse: DROP	0.0000	0.00
7	7	N	CUP2-1001 HAV Self-Adjusting Double Cup Holder Warehouse: DROP	0.0000	0.00
7	7	N	C-LP2-USB-BL2 HAV CONSOLE ACCESSORY BRACKET W/ 2 LIGHTER PLUG Warehouse: DROP	0.0000	0.00
7	7	N	C-ARM-103 HAV FLIP-UP ARMREST, ATTACHES TO CONSOLE Warehouse: DROP	0.0000	0.00

Print Date	04/22/25
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Page No.	5

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2025-230

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Invoice

Telephone: 800-847-8762

Invoice No.	574898
Customer No.	SPRNGFLDIL

Bill To

SPRING FIELD POLICE DEPARTMENT IL
800 E MONROE STREET
SPRINGFIELD, IL 62701
United States

Ship To

SPRING FIELD POLICE DEPARTMENT IL
800 E MONROE STREET
SPRINGFIELD, IL 62701
United States

Contact: JOSHUA STUENKEL
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E-mail: JOSHUA.STUENKEL@SPRINGFIELD.IL.US

Order Date	Ship Via	FOB	Customer PO Number	Payment Method	
04/22/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
JOAN MILLER		Cody Craig - Little Rock	springfield il		
Order Quantity	Approved Quantity	Qty	Item Number / Description	Unit Price	Extended Price
7	7	N	GK0068E SMC SINGLE T-RAIL MT W/ELECTRIC BLAC-RAC LOCKING HEAD Warehouse: DROP	0.0000	0.00
14	14	N	GK0068E EMPSCG1QMS3J Liftgate when Raised Up Warehouse: DROP	0.0000	0.00
7	7	N	3" 3-Wire Light w/ Quick Mount, for use with mpower Arrow Kit and Connect-n-Go, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 8 LED, Dual Color - Red/Blue ENGSA5100RSP 500 SERIES REMOTE HEAD SIREN BLUEPRINT Warehouse: DROP	0.0000	0.00
7	7	N	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: DROP	0.0000	0.00
7	7	N	100J series composite speaker w/ universal bail brkt-100 watt ETSSVBK01 SOI 2020 FORD PIUT SPEAKER BUMPER MNT BRACKET Warehouse: DROP	0.0000	0.00
7	7	N	PK1130ITU20TM Setina 10XL Coated Polycarbonate Recessed (Tall Man) Warehouse: DROP	0.0000	0.00

Print Date	04/22/25
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Printed By: JOAN MILLER

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2025-230

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Invoice

Telephone: 800-847-8762

Invoice No.	574898
Customer No.	SPRNGFLDIL

Bill To
SPRING FIELD POLICE DEPARTMENT IL
800 E MONROE STREET
SPRINGFIELD, IL 62701
United States

Ship To
SPRING FIELD POLICE DEPARTMENT IL
800 E MONROE STREET
SPRINGFIELD, IL 62701
United States

Contact: JOSHUA STUENKEL

Telephone: 217-788-8345

E-mail: JOSHUA.STUENKEL@SPRINGFIELD.IL.US

Contact: JOSHUA STUENKEL

Telephone: 217-788-8345

E-mail: JOSHUA.STUENKEL@SPRINGFIELD.IL.US

Quote Date	Ship Via	FOB	Customer PO Number	Payment Method	
04/22/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Order Number	
JOAN MILLER		Cody Craig - Little Rock	springfield il		
Order Quantity	Approve Quantity	Inv	Item Number / Description	Unit Price	Extended Price
7	7	N	WK0514ITU20H SMC Window Barrier Steel Horizontal Warehouse: DROP	0.0000	0.00
7	7	N	475-1251 JD REAR DOOR HANDLE AND LOCK COVER SET Warehouse: DROP	0.0000	0.00
7	7	N	QK0635ITU20 SMC Full Replacement Transport Seat TPO Plastic Warehouse: DROP	0.0000	0.00
7	7	N	with Center Pull Seat Belts & #12 Expanded Metal Cargo Partition MB8U25 TESSCO 25 FT ANTENNA CABLE WITH 3/4 IN BRASS MOUN Warehouse: DROP	0.0000	0.00
7	7	N	INFO RADIO AND ANTENNA PROVIED FOR INSTALL Warehouse: DROP	0.0000	0.00
14	14	N	5026B BlueSea 12 Circuit Fuse Block w/ Ground Bus and Cover Warehouse: DROP	0.0000	0.00
7	7	N	ENGLMK008 SOI BLUEPRINT PIU LINK MICRO KIT Warehouse: DROP	0.0000	0.00

Print Date	04/22/25
Print Time	09:44:44 AM
Page No.	7

Printed By: JOAN MILLER

Continued on Next Page

2025-230

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Invoice

Telephone: 800-847-8762

Invoice No.	574898
Customer No.	SPRNGFLDIL

Bill To
SPRING FIELD POLICE DEPARTMENT IL
800 E MONROE STREET
SPRINGFIELD, IL 62701
United States

Ship To
SPRING FIELD POLICE DEPARTMENT IL
800 E MONROE STREET
SPRINGFIELD, IL 62701
United States

Contact: JOSHUA STUENKEL
Telephone: 217-788-8345

Contact: JOSHUA STUENKEL
Telephone: 217-788-8345

E-mail: JOSHUA.STUENKEL@SPRINGFIELD.IL.US

E-mail: JOSHUA.STUENKEL@SPRINGFIELD.IL.US

Quote Date	Ship Via	PO #	Customer PO Number	Payment Method	
04/22/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Order Number	
JOAN MILLER		Cody Craig - Little Rock	springfield il		
Order Quantity	Approved Quantity	Tax	Item Number / Description	Unit Price	Extended Price
7	7	N	SHOP SHOP SUPPLIES - WIRE/CONNECTORS/RELAYS/INSTALL KI Warehouse: DROP	0.0000	0.00
7	7	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: DROP 3050	0.0000	0.00
7	7	N	TRANSPORT LITTLE ROCK TO SPRINGFIELD IL Warehouse: DROP	0.0000	0.00
7	7	N	INFO ALL FACEPLATES PROVIDED FOR INSTALLATION Warehouse: DROP	0.0000	0.00
7	7	N	CAB.01721 TAOGLAS SMA(M) TO RG-174 to RP-SMA(F) 5000 MM, 16FT Warehouse: DROP SMA(M) to RG-174 to RP-SMA(F) 5000mm - 16ft wifi	0.0000	0.00
7	7	N	MA145.A.LBC.006 TAOGOLAS ANTENNA 3 METER Warehouse: DROP	0.0000	0.00
7	7	N	INFO no camera - no radar Warehouse: DROP	0.0000	0.00

Print Date	04/22/25
Print Time	09:44:44 AM
Page No.	8

Printed By: JOAN MILLER

Continued on Next Page

9095-280

9095-230



MORROW BROTHERS FORD, INC.

FORD FOR IV GENERATIONS

1242 MAIN ST. - GREENFIELD, IL 62044

Phone: 217-368-3037 Fax: 217-368-3517

20522

MOTOR VEHICLE PURCHASE
AGREEMENT/BILL OF SALE

DATE:

SOLD TO:

ADDRESS:

PHONE:

TAX FORM NO.

NEW/
USED

STOCK NO.

SERIAL NO.

KEY NO.

Salesman:

FIN CODE:

P.O. NO.:

PLEASE PAY FROM THIS INVOICE - NET 10 DAYS

TRADE-IN

YEAR MAKE MODEL BODY TYPE MILEAGE

VIN NO

COLOR

LIENHOLDER'S NAME & ADDRESS

ACCT NO.

PAYOFF DATE

BUYER'S SIGNATURE

DATE

SETTLEMENT

CASH PRICE OF VEHICLE

LESS TRADE-IN ALLOWANCE

DIFFERENCE

DOC FEE

SALES TAX

LICENSE & TITLE

DELIVERY

SERVICE CONTRACTS

PAYOFF

REBATE

DEPOSIT

CASH ON DELIVERY

AMOUNT FINANCED AT

2025-280



MORROW BROTHERS FORD, INC.

FORD FOR IV GENERATIONS
1242 MAIN ST. - GREENFIELD, IL 62044
Phone: 217-368-3037 Fax: 217-368-3517

20523

MOTOR VEHICLE PURCHASE
AGREEMENT/BILL OF SALE

DATE: 04/08/01

TAX FORM NO.

SOLD TO: 2100 W. 11th Street, Springfield, IL 62761

NEW/

YEAR MAKE USED

STOCK NO. SERIAL NO.

KEY NO.

ADDRESS: 2100 W. 11th Street, Springfield, IL 62761

Salesman: 2100 W. 11th Street, Springfield, IL 62761

PHONE: 217-368-3037

FIN CODE: 6000

P.O. NO.:

PLEASE PAY FROM THIS INVOICE - NET 10 DAYS

TRADE-IN

YEAR	MAKE	MODEL	BODY TYPE	MILEAGE

VIN NO. _____ COLOR _____

LIENHOLDER'S NAME & ADDRESS ACCT NO. PAYOFF DATE

BUYER'S SIGNATURE John P. Brown

DATE _____

SETTLEMENT

CASH PRICE OF VEHICLE	\$ 12,100.00
LESS TRADE-IN ALLOWANCE	\$ 1,000.00
DIFFERENCE	\$ 11,100.00
DOC FEE	\$ 100.00
SALES TAX	\$ 606.00
LICENSE & TITLE	\$ 100.00
DELIVERY	\$ 0.00
SERVICE CONTRACTS	\$ 0.00
PAYOFF	\$ 0.00
REBATE	\$ 0.00
DEPOSIT	\$ 0.00
CASH ON DELIVERY	\$ 0.00
AMOUNT FINANCED AT	\$ 0.00



MORROW BROTHERS FORD, INC.

FORD FOR IV GENERATIONS

1242 MAIN ST. - GREENFIELD, IL 62044

Phone: 217-368-3037 Fax: 217-368-3517

20524

MOTOR VEHICLE PURCHASE
AGREEMENT/BILL OF SALE

DATE:

SOLD TO:

ADDRESS:

PHONE:

TAX FORM NO.

NEW/
USED

YEAR MAKE

STOCK NO. SERIAL NO.

KEY NO.

Salesman:

FIN CODE:

P.O. NO.:

PLEASE PAY FROM THIS INVOICE - NET 10 DAYS

TRADE-IN

YEAR MAKE MODEL BODY TYPE MILEAGE

VIN NO

COLOR

LIENHOLDER'S NAME & ADDRESS

ACCT NO.

PAYOFF DATE

BUYER'S SIGNATURE

DATE

SETTLEMENT

CASH PRICE OF VEHICLE

LESS TRADE-IN ALLOWANCE

DIFFERENCE

DOC FEE

SALES TAX

LICENSE & TITLE

DELIVERY

SERVICE CONTRACTS

PAYOFF

REBATE

DEPOSIT

CASH ON DELIVERY

AMOUNT FINANCED AT

90951230



MORROW BROTHERS FORD, INC.

FORD FOR IV GENERATIONS
1242 MAIN ST. - GREENFIELD, IL 62044
Phone: 217-368-3937 Fax: 217-368-3517

20525

MOTOR VEHICLE PURCHASE
AGREEMENT/BILL OF SALE

DATE: _____ TAX FORM NO. _____

SOLD TO: _____ NEW/ USED _____ STOCK NO. SERIAL NO. KEY NO. _____

ADDRESS: _____

PHONE: _____

Salesman: _____

FIN CODE: _____ P.O. NO.: _____

PLEASE PAY FROM THIS INVOICE - NET 10 DAYS

TRADE-IN

YEAR	MAKE	MODEL	BODY TYPE	MILEAGE

VIN NO _____ COLOR _____

LIENHOLDER'S NAME & ADDRESS _____ ACCT NO. _____ PAYOFF DATE _____

BUYER'S SIGNATURE _____

DATE _____

SETTLEMENT

CASH PRICE OF VEHICLE	\$
LESS TRADE-IN ALLOWANCE	\$
DIFFERENCE	\$
DOC FEE	\$
SALES TAX	\$
LICENSE & TITLE	\$
DELIVERY	\$
SERVICE CONTRACTS	\$
PAYOFF	\$
REBATE	\$
DEPOSIT	\$
CASH ON DELIVERY	\$
AMOUNT FINANCED AT	\$

AN ORDINANCE ACCEPTING THE PROPOSAL FROM CAPITOL CONSTRUCTION GROUP, LLC, D/B/A EGIZII ELECTRIC AUTHORIZING THE INSTALLATION OF PHASE 3 OF AN EMERGENCY VEHICLE TRAFFIC PRE-EMPTION SYSTEM, IN AN AMOUNT NOT TO EXCEED \$90,000.00, FOR THE SPRINGFIELD FIRE DEPARTMENT

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

WHEREAS, the City Council previously adopted ordinance no. 504-12-24 authorizing Traffic Control Products to provide installation to this multi-phase project; and

WHEREAS, the Springfield Fire Department desires to purchase Phase 3 of an Emergency vehicle Pre-emption system consisting of 20 additional intersection controls for \$4,500.00 per intersection; and

WHEREAS, Egizii Electric is willing to provide and install Phase 3 of an Emergency vehicle Pre-emption system for an amount not to exceed \$90,000.00 pursuant to the proposal attached; and

WHEREAS, WHEREAS, the City sought requests for proposals and installation under RFP #FD25-36, with no responses; and

WHEREAS, the City Purchasing Agent has made a determination, in writing, that Egizii Electric is a sole source vendor for this purchase and, therefore, is exempt from the provisions of the City Purchasing Code requiring sealed competitive bidding pursuant to the exceptions contained in Section 38.38(a) pertaining to Competitive Sealed Proposals, that it be neither practicable nor advantageous to the City to utilize the Sealed Competitive Bid process; and

WHEREAS, a copy of RFP #FD25-36 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 accepts the proposal from Egizii Electric and authorizes the installation of Phase 3 of an Emergency vehicle Traffic Pre-emption system for an amount not to exceed \$90,000.00. The Mayor and City Clerk are hereby authorized to execute any necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to Egizii Electric (EG001990) in an amount not to exceed \$90,000.00 from 001-108-FIRE-FOPR-1706.

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

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Springfield Fire DepartmentCONTACT PERSON: Alivia CarriganPHONE NUMBER: 217-788-8473 X4509EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: \$90,000SUGGESTED TITLE: An ordinance accepting the proposal to install all equipment necessary for the third phase of emergency vehicle preemption system in an amount not to exceed \$90,000.00 (\$4,500 per intersection for 20 intersections)CONTRACTOR / VENDOR NAME: Egizii ElectricVENDOR NO: EG001990CONTRACT TERM: Upon DeliveryChange in Scope Yes ☐ No ☒CONTRACT AMOUNT: \$90,000

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid☐ Other: _____☐ Low Bid Meeting Specs☒ Exception: No Bid rec'd☐ 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	1706	\$90,000.00
2						
3						
4						

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

Proposal from Capitol Construction Group LLC dba Egizii

Ordinance for Traffic Control Products 504-12-24

STAFF ANALYSIS

The Fire Department is completing phase three of the traffic preemption. Capitol Construction Group LLC dba Egizii Electric will be installing all equipment at each of the twenty intersections. This amount came in under budget for FY26. Attached proposal is for installation only. RFP was issued with no bids returned. Local contractor, Capitol Construction Group LLC dba Egizii, is able to install at previous phase agreed upon rates.

FUNDS CHECK BY: Justin WingarterDate: 5/5/25DIRECTOR / SUPERVISOR: [Signature]Date: 5-5-25CITY PURCHASING AGENT: Michael LeskoDate: 05/05/2025SIGN OFF: [Signature]

(Mayor's Signature)

GEM

Ramona Metzger

(Director of OBM)

The information supplied on this form is not confidential information

2025-231

Proposal



Capitol Construction Group LLC
dba Egizii Electric
WBE Certified
3009 Singer Avenue
Springfield, IL 62703
Phone: 217-528-4001 Fax: 217-528-1677

Date: December 4 2024

Customer # _____
Invoice to: Springfield Fire Dept.
Attention: Matthew Wood
Street: _____
City, State, & Zip _____

Phone: _____
Email: _____
Egizii Job #: _____
Job Name EVP system Install
Job Location: _____

DESCRIPTION OF WORK:

Install all necessary wire and equipment for EVP system at intersection.

Quote includes working with vendor on programming and testing

Price is per intersection

Quotes are based on performing work during normal business hours and having access to areas with minimal delays.

Please review and comment as required

Proposal is valid for 30 days to hold current pricing on materials.

Lump Sum Proposal \$: \$4,500 X 20 Intersections

All material and workmanship is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or authorized deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Customer to carry fire, tornado, and other necessary insurance. Capitol Construction Group LLC dba Egizii Electric workers are fully covered by Workmen's Compensation Insurance. All work to be performed on normal work hours.

Contractor

Capitol Construction Group LLC dba Egizii Electric

Signature: Pat Keating

Printed: Pat Keating

Date: 12/4/24

Customer

Name: _____

Signature: _____

Print: _____

Date: _____

2025-231



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

MEMORANDUM

TO: Ed Canny, Chief
Springfield Fire Department

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: May 5, 2025

SUBJECT: Exemption From Sealed Competitive Bidding

I have reviewed the Proposal for installation of Phase 3 for Traffic Signal Preemption Control System with Egizii Electric Inc in an amount not to exceed \$90,000.00 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. Installation work was sought through FD25-36, with no responses. Egizii Electric has installed the previous phases successfully as well as does City work on existing intersection Traffic Lights. Based on my determination, this procurement is exempt from the City's requirement for Sealed Competitive Bids.

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

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

WHEREAS, the Springfield Fire Department desires to purchase Phase 3 of an Emergency vehicle Pre-emption system consisting of 20 intersection controls and 2 vehicle controls; and

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

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

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

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

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

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

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

001-108-FIRE-FOPR-1604	\$147,533.00
001-108-FIRE-ARPG-1604	\$37,367.00

TOTAL: \$184,900.00

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

PASSED: December 17, 2024

SIGNED: Dec. 18, 2024

RECORDED: December 19, 2024

Misty Buscher
Mayor Misty Buscher

ATTEST: [Signature]
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

[Signature] 11/26/24
Office of Corporation Counsel / Date



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

QUOTATION # 69789

Page: 1 of 1

QUOTATION TO:

Illinois Project
USA

Quotation Date: 10/23/24

Project Bid Date:

Job Reference:

Opticom - Springfield, IL

Attention:	Customer Reference:	F.O.B.:	Freight Terms:	Payment Terms:
Estimator		Destination	Prepaid	Net 30
Item Ref.	Description	Quantity	Unit Price	Extension
	Opticom GPS Intersection Equipment	20.00	8,800.00	176,000.00
	Radio Preemption Vehicle Kit (High Priority) Series 2000	2.00	4,450.00	8,900.00
Optional	One Way Confirmation Light	10.00	250.00	10,000.00
Optional	Two Way Confirmation Light	20.00	375.00	7,400.00

268
\$268 314.20

\$184,900

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

Add'l Expense

Tax

TOTAL \$ 202,300.00

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

Prepared By:

John Stanoch

js@trafficcon.com

504-12-24

2025-231
2024-509

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: \$184,900SUGGESTED TITLE: An ordinance accepting the proposal from Traffic Control Products for the purchase and installation of Phase 3 of the emergency vehicle traffic pre-emption system consisting of 20 intersection controls and 2 vehicle controls, project installation costs and management in an amount not to exceed \$184,900.00.CONTRACTOR / VENDOR NAME: Traffic control Products VENDOR NO: VC0000008355CONTRACT TERM: Until Completion Change in Scope Yes ☐ No ☐CONTRACT AMOUNT: \$184,900.00
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

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

Previous Ord #'s 2023-593

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

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

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

Quote # 69789

STAFF ANALYSIS

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

FUNDS CHECK BY: Courtney Heinzel

Digitally signed by Courtney
Heinzel
Date: 2024.11.13 11:05:38 -06'00'

Date: _____

DIRECTOR / SUPERVISOR: Canny, Edward

Digitally signed by Canny, Edward
Date: 2024.11.12 10:02:27 -06'00'

Date: _____

CITY PURCHASING AGENT:

Date: _____

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

The information supplied on this form is not confidential information.

2024-509

504-12-24

2025-231

AN ORDINANCE AUTHORIZING RECLASSIFICATION OF THE BUDGET LINE THAT HOUSE THE CONTRACTUAL PROGRAM SUPPORT TO INTERNATIONAL TOURISM GRANT NOSA ID NO. 1607-54990 IN AN AMOUNT NOT TO EXCEED \$50,000.00 TO A DIFFERENT BUDGET LINE FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT

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

WHEREAS, it is desirable to reclassify the budget line that house the contractual program support pursuant to International Tourism Grant NOSA ID No. 1607-54990; and

WHEREAS, the City previously passed Ordinance No. 027-01-25 agreeing to pay \$50,000.00 out of budget line 021-114-VIST-IG25-2110 for Awards and Grants. There are no Award and Grant expenditures for the International Tourism Grant; and

WHEREAS, budget line 021-114-VIST-IG25-1290 has been created as the new budget line to house funds for the International Tourism Grant.

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

Section 1: The budget line 021-114-VIST-IG25-2110 that house the International Tourism Grant needs reclassified to budget line 021-114-VIST-IG25-1290 in an amount not to exceed \$50,000.00.

Section 2: This ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Mayor Misty Buscher

Approved as to legal sufficiency:

Requested By: Mayor Misty Buscher

Office of Corporation Counsel / Date 5-15-25

ORDINANCE FACT SHEET

DATE OF 1st READING: 05/20/2025

OFFICE REQUESTING: SCVB

CONTACT PERSON: Scott Dahl

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

PHONE NUMBER: 217-789-2360 x5531

FISCAL IMPACT: \$50,000.00

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING EXPENDITURE FOR CONTRACTUAL PROGRAM SUPPORT PURSUANT TO INTERNATIONAL TOURISM GRANT NOSA ID: 1607-54990 IN AN AMOUNT NOT TO EXCEED \$50,000.00

CONTRACTOR / VENDOR NAME: VENDOR NO:

CONTRACT TERM: Change in Scope Yes ☐ No ☐

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

Method of Purchase (check one)

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

Previous Ord #'s 027-01-25

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	021	114	VIST	IG25	1290
2					
3					
4					

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

STAFF ANALYSIS

Ordinance 027-01-25 authorized execution of an International Tourism Grant between the Department of Commerce and Economic opportunity and the City of Springfield. \$50,000.00 was budgeted to 021-114-VIST-IG25-2110 for Awards and Grants. There are no Award and Grant expenditures for the International Tourism Grant. This ordinance will authorize budget line 021-114-VIST-IG25-1290. The budgeted funds will be transferred to the new budget line.

FUNDS CHECK BY: Wingerter, Justin G.

Digitally signed by Wingerter, Justin G.
 DN: cn=Wingerter, Justin G., o=City of Springfield, ou=City of Springfield, email=jwingerter@springfield.il.gov, c=US
 Date: 2025.05.13 08:38:31 -0500

Date: 5/13/25

DIRECTOR / SUPERVISOR: Dahl, Scott

Digitally signed by Dahl, Scott
 Date: 2025.05.13 07:08:46 -0500

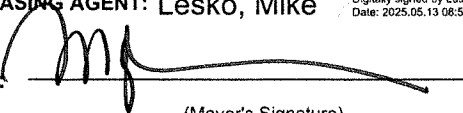
Date:

CITY PURCHASING AGENT: Lesko, Mike

Digitally signed by Lesko, Mike
 Date: 2025.05.13 08:55:08 -0500

Date:

SIGN OFF:



(Mayor's Signature)

Ramona Metzger

Digitally signed by Ramona Metzger
 Date: 2025.05.13 18:38:31 -0500

(Director of OBM)

The information supplied on this form is not confidential information.

2025-232

AN ORDINANCE AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT WITH HELPING HANDS OF SPRINGFIELD UTILIZING HOME INVESTMENT PARTNERSHIP PROGRAM, AMERICAN RESCUE PLAN ACT (ARPA) FUNDS FOR AN AMOUNT NOT TO EXCEED \$1,115,000.00 FOR SUPPORTIVE SERVICES, TBRA, OPERATING EXPENSES, AND CAPACITY BUILDING FROM JULY 1, 2025 THROUGH JUNE 30, 2027 FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT

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

WHEREAS, it is in the best interest of the City of Springfield to authorize ARPA Sub-recipient Agreement with Helping Hands of Springfield for supportive services, TBRA, operating expenses and capacity building in the amount not to exceed \$1,115,000.00 utilizing the City's Home ARPA funds from July 1, 2025 through June 30, 2027; and

WHEREAS, the Office of Planning and Economic Development has determined that the program described in the Sub-recipient Agreement involves appropriate expenditure of Home ARPA funds pursuant to 24 CFR 570.201(c), Public Facilities & Improvements; and

WHEREAS, the ARPA Sub-recipient Agreement will be administered by the Office of Planning and Economic Development; and

WHEREAS, the proposed Subrecipient 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 ARPA Sub-recipient Agreement with Helping Hands of Springfield for use of the City's Home ARPA funds in an amount not to exceed \$1,115,000.00 for supportive services, TBRA, operating expenses, and capacity building from July 1, 2025 through June 30, 2027.

Section 2: That the Office of Budget and Management is hereby authorized to make payment in an amount not to exceed \$1,115,000.00 to Helping Hands of Springfield from account number 001-111-DEVL-HARP-2110 pursuant to the terms and conditions of Sub-recipient Agreement.

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

PASSED: _____, 2025

SIGNED: _____, 2025

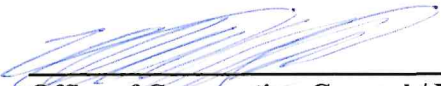
RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher



Office of Corporation Counsel / Date

5-15-25

ORDINANCE FACT SHEET

DATE OF 1st READING: 5/20/2025

CONTACT PERSON: Julia Cave

OFFICE REQUESTING: OPED

PHONE NUMBER: 217-789-2377

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

FISCAL IMPACT: \$1,115,000

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH HELPING HANDS OF SPRINGFIELD IN AN AMOUNT NOT TO EXCEED \$1,115,000 IN HOME AMERICAN RESCUE PLAN (ARP) PROGRAM FUNDS.

CONTRACTOR / VENDOR NAME: Helping Hands of Springfield VENDOR NO: 0HEL2000

CONTRACT TERM: 07/01/2025-06/30/2027 Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$1,115,000
(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	111	DEVL	HARP	2110
2					
3					
4					

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

Subrecipient Agreement

STAFF ANALYSIS

AN ORDINANCE AUTHORIZING THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH HELPING HANDS OF SPRINGFIELD IN AN AMOUNT NOT TO EXCEED \$1,115,000 IN HOME AMERICAN RESCUE PLAN (ARP) PROGRAM FUNDS FOR SUPPORTIVE SERVICES, TBRA, OPERATING EXPENSES AND CAPACITY BUILDING. NO SUPPLEMENTAL APPROVAL IS NEEDED. SPENDING WILL OCCUR OVER TWO FISCAL YEARS.

FUNDS CHECK BY: Wingerter, Justin G. Digitally signed by Wingerter, Justin G.
DN: cn=Justin G. Wingerter, o=City of Springfield, ou=City of Springfield, email=jwingerter@springfield.il.us
Date: 2025.05.05 09:47:30 -0500

Date: 5/5/25

DIRECTOR / SUPERVISOR: Rasing, Amy A. Digitally signed by Rasing, Amy A.
Date: 2025.05.02 13:47:14 -0500

Date: _____

CITY PURCHASING AGENT: Lesko, Mike Digitally signed by Lesko, Mike
Date: 2025.05.05 10:45:30 -0500

Date: _____

SIGN OFF: _____

(Mayor's Signature)

Ramona Metzger Digitally signed by Ramona Metzger
Date: 2025.05.07 13:27:57 -0500

(Director of OBM)

The information supplied on this form is not confidential information.

2025-233

HOME INVESTMENT PARTNERSHIP PROGRAM
AMERICAN RESCUE PLAN (ARP) AGREEMENT

THIS AGREEMENT MADE on this _____ day of _____, 2025 by and between **HELPING HANDS OF SPRINGFIELD** an Illinois nonprofit corporation, whose address is 2200 Shale Street Springfield, Illinois 62703 and the successors, heirs, and assigns (all of whom are collectively called "AWARDEE" or "OWNER" in this Agreement), and the City of Springfield, Illinois, a municipal corporation, acting by and through the Springfield Office of Planning and Economic Development (referred to as the "CITY" in this Agreement), 800 East Monroe St Springfield, Illinois. This Agreement is executed by the AWARDEE for the purpose of obtaining a GRANT from the CITY in the maximum sum of **ONE MILLION, ONE HUNDRED FIFTEEN THOUSAND DOLLARS (\$1,115,000)** (called the "GRANT FUNDS" in this Agreement) to be used to pay the costs of the "PROJECT" defined in section 3. PROJECT SCOPE to administer a tenant-based rental assistance program with wraparound services for HUD-designated qualified populations.

This AGREEMENT is made by the CITY under the authority of the HOME Investment Partnership Program (called "HOME" herein) as enacted into law under Title II of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12701 et seq., as amended) (hereinafter called the "Act") and the regulations issued by the Secretary of the U.S. Department of Housing and Urban Development (called "HUD" herein) at 24 CFR Part 92, as amended from time to time.

WITNESSETH

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) allocated funding to the City of Springfield under section 3205 of the American Rescue Plan Act of 2021 (P.L. 117-2) ("HOME-ARP") for the HOME Investment Partnerships Program (HOME) to provide homelessness assistance and supportive services; and

WHEREAS, HOME-ARP is subject to the same regulations that govern HOME funds at U.S. Federal Regulations 24 CFR Part 92 as well as guidance published by HUD in CPD Notice 21-10 issued on September 13, 2021 ("HUD GUIDANCE"); and

WHEREAS, the CITY adopted a HOME-ARP allocation plan which included the use of HOME-ARP funds for the provision of rental assistance and wrap-around supportive services for residents who meet the definition of a "qualifying population" per HUD GUIDANCE; and

WHEREAS, the CITY adopted written HOME-ARP policies that must be followed in the administration of programs funded with HOME-ARP ("HOME-ARP Policies"); and

[HOMEARPPolicies.pdf](#)

WHEREAS, the AWARDEE submitted a proposal to the CITY to provide HOME-ARP eligible services to Springfield residents, more fully described in the Scope of Work attached hereto as Exhibit "A" ("Scope of Work"); and

WHEREAS, the AWARDEE represents that it can administer the Scope of Work in a manner which complies with the CITY's HOME-ARP Policies and all applicable HUD GUIDANCE and other federal regulations; and

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS AND OBLIGATIONS HEREIN CONTAINED, INCLUDING THE ATTACHMENTS, AND SUBJECT TO THE TERMS AND CONDITIONS HEREINAFTER STATED, THE PARTIES HERETO UNDERSTAND AND AGREE AS FOLLOWS:

1. Act, Regulations, and Guidance

As an inducement to the CITY to provide the GRANT FUNDS, the AWARDEE has agreed to enter into THIS AGREEMENT and consents administer the PROJECT according to the Act, the rules and regulations of the HOME Program, HUD GUIDANCE, and the CITY'S HOME-ARP Policies, all as the same may be amended from time to time. The CITY'S HOME-ARP Policies are located in the CITY'S Office of Planning and Economic Development and are incorporated by reference herein; a copy can also be found on the CITY'S website here:

2. Term of Agreement

The term of this Agreement shall commence on July 1, 2025 and, unless terminated earlier pursuant to the terms of this Agreement, shall continue thereafter until June 30, 2027.

3. Project Scope

- A. The AWARDEE represents and warrants to the CITY that the AWARDEE will perform the work required to complete the PROJECT, as more thoroughly described in EXHIBIT A of this AGREEMENT, and meet its obligations under this AGREEMENT in a timely and professional manner, using knowledge and generally acceptable standards, and will provide a standard of care equal to, or superior to, care used on similar projects.
- B. The AWARDEE shall perform the work required to complete the PROJECT in adherence to all local, state, and federal requirements, codes, and laws. AWARDEE shall be required to provide all equipment, materials, labor, and clerical support required in connection with the PROJECT and any expenses relating thereto.

- C. The date on which all eligible expenses have been reimbursed and the CITY has accepted the final performance report shall be referred to as the PROJECT Closeout Date (hereinafter called the "PROJECT Closeout Date").

5. Disbursement of GRANT FUNDS

The AWARDEE shall provide all requests for GRANT FUNDS disbursements in a form acceptable to the CITY. Requests for GRANT FUNDS shall only include items eligible under the HOME Program and will not exceed the amount of GRANT FUNDS needed to meet immediate cash needs for eligible costs associated with the PROJECT.

All requests must conform with the approved PROJECT budget provided in Exhibit A. The CITY must provide written approval for all budget revisions prior to payment of any expenses not conforming to the approved PROJECT budget.

To the extent determined necessary, the CITY may also require the AWARDEE to provide documentation necessary to demonstrate compliance with HOME regulations before disbursement of GRANT FUNDS. Such documentation shall be in a form acceptable to the CITY and shall cover all work done for the PROJECT. The CITY reserves the right to hold disbursement of GRANT FUNDS until adequate documentation has been provided and reviewed.

Within 30 days of receipt of requisition, the CITY shall either (i) approve the bills for reimbursement, or (ii) notify the AWARDEE in writing of any bills disapproved for reimbursement.

Notwithstanding any other provision of the Agreement, the CITY may withhold the final disbursement of GRANT FUNDS. Final payment shall be made after the CITY has determined that all services have been rendered, files and documentation delivered, and the PROJECT is in full compliance with HOME regulations.

It is understood that upon the completion of the PROJECT, any HOME funds reserved but not disbursed for eligible expenses under this AGREEMENT will revert to the CITY.

6. Provision of Match Funds

The AWARDEE is not required to provide matching funds for the PROJECT.

7. Fees

The AWARDEE is prohibited from charging fees to beneficiaries of the PROJECT.

8. Nondiscrimination

The AWARDEE agrees to comply with the following regarding nondiscrimination regulations:

- A. The Civil Rights Act of 1964 (42 U.S.C. 2000, et seq.) which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from

participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance;

- B. The Civil Rights Act of 1968 (42 U.S.C. 3601, et seq.) popularly known as the Fair Housing Act, which provides that it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including otherwise making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status;
- C. Executive Order 11063, as amended by Executive Order 12259, directing HUD to take all action necessary and appropriate to prevent discrimination because of race, color, religion, creed, sex or national origin on property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities are, among other things, provided in whole or in part with the aid of loans, advances, Assistances, or contributions agreed to be made by the Federal Government. HUD regulations implementing Executive Order 11063 are contained in 24 CFR Part 107;
- D. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and the Prohibitions against discrimination against handicapped individuals under the Rehabilitation Act of 1973 (29 U.S.C. 701 et seq.);
- E. The requirements of Executive Order 11246 and the regulations issued under the Order at 42 CFR Chapter 60;

9. Program Income

Any income generated by the AWARDEE from the use of HOME-ARP funds governed by this Agreement shall be considered HOME-ARP program income. AWARDEE shall report on the receipt of any program income as part of the next pay request. All HOME-ARP program income shall be retained by the AWARDEE for the term of this Agreement. The use of all HOME-ARP program income is reserved specifically for services outlined in the Statement of Work and is subject to the terms of this Agreement.

10. Uniform Administrative Requirements

The AWARDEE shall adhere to and follow the Uniform Administrative Requirements found in the U.S. federal regulations at 2 CFR Part 200, except for the provisions provided under 24 CFR 92.505.

- A. Internal Control. The AWARDEE shall establish and maintain effective internal control over HOME-ARP funds made available through this Agreement to provide reasonable assurance that the Program is administered in compliance with applicable federal statutes, regulations, and the terms and conditions of this Agreement. This includes evaluation and internal monitoring of the Program and prompt, appropriate action when instances of noncompliance are identified.

- B. Procurement. The AWARDEE shall follow a written procurement policy that allows for full and open competition that meets the minimum standards of the U.S. federal regulations at 2 CFR 200.317 through 200.326.
- C. Privacy. The AWARDEE shall take reasonable measures to safeguard protected personally identifiable information and other information the CITY designates as sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.
- D. Financial Management. The AWARDEE shall maintain a financial management system that identifies all federal awards received and expended and the federal programs under which they were received, including: The CFDA title and number; Federal award identification number and year; Name of the Federal agency; and name of the pass-through entity, if any.
- E. Written Policies. The AWARDEE shall follow written financial management policies and procedures that, at a minimum, provide for: determination the allowability of costs in accordance with the terms and conditions of this Agreement and the federal cost principles published in the U.S. federal regulations at 2 CFR 200 Subpart E; effective control over, and accountability for, all funds, property, and other assets to ensure all assets are safeguarded and they are used solely for authorized purposes; and accurate financial reporting on federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

11. Other Federal Requirements

The AWARDEE agrees to comply with and to ensure the enforcement of all requirements of applicable Federal law and regulations, including the Equal Opportunity provisions and Labor Standards requirements, as applicable. The AWARDEE agrees to include such Equal Opportunity provisions and Labor Standards Requirements (if applicable) in any contracts for work financed in whole or in part by this Agreement.

The AWARDEE hereby certifies that it is and will continue to be in compliance with the following:

- A. Equal Employment Opportunity-All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations as 41 CFR part 60, "CITY of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- B. Any contract for the construction or rehabilitation of 12 or more HOME-assisted units under this Agreement must contain a provision requiring that not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141, 3142), will be paid to all laborers and mechanics employed in the development of affordable housing involved, and such contracts must also be subject to the overtime provisions, as applicable, of 40 U.S.C. 3701 et seq.
- C. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)-All contracts and subcontracts in excess of \$2000 for construction or repair awarded by recipients and

AWARDEEs shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Contracts from the United States”).

- D. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333)-Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contents for transportation or transmission of intelligence.
- E. The AWARDEE shall establish procurement procedures to ensure compliance with federal Debarment and Suspension (E.O.s 12549 and 12689). No contract shall be made to parties listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension,” as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase thresholds shall provide the required certification regarding its exclusion status and that of its principal employees.
- F. The AWARDEE shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the PROJECT area and contracts for work in connection with the PROJECT be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the area of the PROJECT.
- G. The AWARDEE agrees that any occupied residential property acquired as part of this Agreement, will comply with 24 CFR 92.353, to provide relocation assistance at the levels described in, and in accordance with the requirements of the Uniform Relocation Assistance and the Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4201-4644) and 49 CFR Part 24.
- H. The AWARDEE shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, M and R of this part apply.

- I. The AWARDDEE shall comply with the Violence Against Women Act requirements described more fully at 24 CFR Part 5 Subpart L;
- J. The AWARDDEE agrees to comply with the drug-free workplace requirements described at 2 CFR 182. The AWARDDEE agrees to (1) identify all known workplaces involved with the administration of this Agreement, (2) publish a drug-free workplace statement, (3) establish a drug-free awareness program for employees, (4) make a good faith effort to maintain a drug-free workplace for the term of the Agreement, and (5) take actions concerning employees who are convicted of violating drug statutes in the workplace.
- K. Anti-Lobbying. No federal appropriated funds have been paid or will be paid, by or on behalf of the AWARDDEE, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, AWARDDEE shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

AWARDEE shall require that the language of these certifications be included in the award documents for all subawards at all tiers (including subcontracts, subcontracts, and contracts under contracts, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

These certifications are a material representation of fact upon which reliance was placed when this transaction was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

12. Closeout, Termination and Other Remedies

The CITY will close out this Agreement when it determines that all applicable administrative actions and all required work of the Agreement have been completed by the AWARDDEE.

Unless provided an extension through written notification by the CITY, the AWARDDEE shall complete the following actions no later than 30 calendar days after the end date of the term of this Agreement:

- Submit, all financial, performance, and other reports as required by the terms of this Agreement;

Notwithstanding the expiration or earlier termination of this Agreement, AWARDDEE's obligations to the CITY shall not terminate until all closeout requirements are completed. The following obligations of the AWARDDEE shall survive the termination of this Agreement:

- AWARDDEE'S indemnity obligations;
- the obligation to cause audits to be performed relating to AWARDDEE'S activities and costs under this Agreement;
- the obligation to repay to CITY any HOME-ARP proceeds improperly disbursed to AWARDDEE or disbursed for ineligible expenditures;
- any other obligations which cannot by their nature be performed until after the expiration of the Agreement such as the submittal of final payment request and performance reports.

The CITY shall have the unilateral right to suspend and terminate this AGREEMENT if:

- A. Notwithstanding any other provision of this Agreement, the GRANT FUNDS have not been fully advanced by the CITY within four (4) years following the date of this Agreement, unless such period has been extended by the CITY in writing;
- B. The AWARDDEE makes significant changes to the PROJECT SCOPE without the prior written approval of the CITY;
- C. All AWARDDEE's die, become legally incapacitated, or otherwise become legally unable to act prior to the completion of the Improvements;
- D. Any other event occurs which is or may be declared a material breach of this Agreement.

As used in this Agreement, the terms "terminate" and "termination" refer to the rescission of the CITY's obligation to advance GRANT FUNDS to the AWARDDEE or to recapture GRANT FUNDS already disbursed, and to the cessation of all further performance by the CITY under this Agreement. Termination shall be accomplished by mailing by certified mail or by personally delivering written notice of termination to the AWARDDEE at the address listed above or to any other address of which the AWARDDEE has given the CITY written notice personally or by mail addressed to the CITY's address stated in the introduction to this Agreement. Termination shall be effective on the date the notice is mailed or personally delivered to the AWARDDEE's address, regardless of whether the notice is actually received by the AWARDDEE.

Upon expiration or termination of this agreement, the AWARDDEE must transfer to the CITY any GRANT FUNDS on hand at the time of expiration or termination and any accounts receivable attributable to the use of GRANT FUNDS.

The AWARDDEE agrees that if the PROJECT is not completed in accordance with the terms of this Agreement or if this Agreement is terminated as provided above, the AWARDDEE shall repay to the CITY the full amount of all GRANT FUNDS previously disbursed.

The CITY shall have the right to enforce this Agreement by an action at law or in equity, for any form of relief that may be available under Federal, State, or local law, including recapture of GRANT FUNDS disbursed prior to termination, court costs and attorney fees.

13. Records and Reports

On a bi-annual, the AWARDEE shall submit to the CITY, in a form acceptable to the CITY, a performance report summarizing the number of unduplicated persons served, including race, ethnicity, and performance data such as the types of services provided to each beneficiary. The performance report shall be submitted within 30 days of the close of each quarter.

The CITY shall monitor and evaluate AWARDEE's performance under this Agreement to determine compliance with this Agreement and HOME-ARP Requirements. AWARDEE shall cooperate with CITY and any federal auditors authorized by the CITY and shall make available all information, documents, and records reasonably requested and shall provide CITY the reasonable right of access to both records and personnel during normal business hours for the purpose of assuring compliance with this Agreement and evaluating performance hereunder. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

During the term of this Agreement and for five (5) years thereafter, the AWARDEE shall maintain all plans, books, contracts, personnel and payroll records, documents, and other papers relating to the PROJECT. These records shall at all times be maintained in reasonable condition for proper audit and shall be subject to examination and inspection at any reasonable time by the CITY, HUD and the Comptroller General of the United States and their designees. Specifically, the foregoing includes all records, calculations and information regarding beneficiary eligibility, cost allowability, and any other records that might be required from time to time by the CITY for the purpose of determining compliance with the HUD GUIDANCE, HOME Program regulations (24 CFR 92), the Act, and all contracts and agreements relating to the PROJECT.

The AWARDEE shall retain all files, financial records, and any other documents related to the PROJECT if any litigation, claim, or audit is started before the expiration of the 5-year period or if the AWARDEE is notified in writing by the CITY to extend the retention period. Records for real property and equipment acquired with GRANT FUNDS must be retained for 3 years after final disposition.

14. Conflict of Interest and Mandatory Disclosures

The AWARDEE shall maintain and follow written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. The standards must comply with the requirements described in 24 CFR 92.356.

The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the AWARDEE. If the AWARDEE has a parent, affiliate, or subsidiary organization, the standards of conduct must cover organizational conflicts

of interest to ensure the AWARDDEE is able to be impartial in conducting a procurement action involving a related organization.

At a minimum, the standards of conduct shall include any person who is an employee, agent, consultant, officer, or elected official or appointed official of the AWARDDEE. No covered persons who exercise or have exercised any functions or responsibilities with respect to HOME-ARP activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a HOME-ARP-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a HOME-ARP-assisted activity, or with respect to the proceeds of the HOME-ARP-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Upon written request, the CITY may grant an exception to the conflict of interest provisions on a case-by-case basis.

The provision of any HOME-ARP assistance shall not be conditioned on an individual's or family's acceptance or occupancy of a shelter or housing unit owned by the AWARDDEE or a parent, affiliate, or subsidiary of the AWARDDEE. The AWARDDEE shall not provide financial assistance to any households or individuals occupying housing owned by the AWARDDEE, or any

parent, affiliate, or subsidiary of the AWARDDEE. For the purpose of this section, financial assistance includes rental payments, utility deposits, security deposits, or first and last month's rent.

The AWARDDEE shall provide written notice to the CITY within 5 days of identifying a potential conflict of interest or discovery of violations of criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in termination of the Agreement and suspension or debarment from future federal awards.

15. Scope of Agreement and Liability

Nothing contained in this Agreement shall create any relationship between HUD or the CITY and any landlord, tenant, beneficiary or contractor participating selected by the AWARDDEE to participate in the PROJECT. The CITY's only liability is to the AWARDDEE under this Agreement and is limited to making the GRANT FUNDS available under the terms and conditions stated in this Agreement. Neither the CITY nor HUD assumes any obligations other than as stated in this Agreement.

16. Assignability

AWARDEE can assign this Agreement only if the CITY also consents in writing to the assignment. The term "AWARDEE" as used in this Agreement refers to each and every party, which executes this Agreement as an "AWARDEE." Each party that executes this Agreement as an AWARDDEE is jointly and severally liable under this Agreement. Notwithstanding such liability, each party

executing this Agreement as an AWARDDEE hereby agrees that any such party may act for and bind all such parties ("AWARDEEs") with respect to any right or obligation of an AWARDDEE under this Agreement.

17. Captions

Any captions used in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

18. Drafts Not Offer

No draft of or negotiations regarding this Agreement shall be construed to constitute an offer by any party hereto, and no party shall be obligated in connection with the matters stated herein until this Agreement has been executed and delivered by all parties hereto.

19. Severability

If any provision of this Agreement is found to be illegal, invalid or unenforceable, the remainder of this Agreement shall not be affected by such finding, and the parties shall negotiate in good faith to agree upon a substitute provision, which substitute provision shall provide to the extent possible under applicable law, the benefits expected to be derived by the parties under this Agreement.

20. Amendments and Modifications

No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound by such change.

The term "AGREEMENT" as used in this AGREEMENT includes any change orders, amendments, waivers, or successor contracts approved by the CITY.

21. Binding Effect

The covenants, conditions, representations, warranties and agreements contained in this agreement will bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

22. Governing Law

This Agreement shall be construed pursuant to the laws of the State of Illinois.

23. Counterparts

If this Agreement is executed in two or more counterparts, each shall constitute one and the same instrument and shall be recognized as an original instrument.

24. Miscellaneous Provisions

The AWARDEE shall take note of the following miscellaneous provisions:

- A. This Agreement does not authorize an expenditure of City of Springfield funds in excess of the amount authorized by the Springfield City Council unless the Springfield City Council specifically approves an additional expenditure. AWARDEE 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 of Springfield exceeds the amount authorized by the Springfield City Council.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT A: HOME-ARP SCOPE OF WORK

The AWARDEE will utilize HOME-ARP funds to provide tenant-based rental assistance (TBRA), case management and supportive services to Springfield residents who are documented to be eligible for HOME-ARP. It is expected that the AWARDEE will assist THIRTY (30) HOME-ARP beneficiaries.

The Scope of Work includes the following:

CAPACITY BUILDING

The AWARDEE may use up to FIFTY-SEVEN THOUSAND, FIVE HUNDRED DOLLARS (\$57,500) of HOME-ARP for capacity building costs, as more fully defined in the City's adopted HOME-ARP Policies and HUD CPD Notice 2021-10.

OPERATING EXPENSES

The AWARDEE may use up to FIFTY-SEVEN THOUSAND, FIVE HUNDRED DOLLARS (\$57,500) of HOME-ARP for operating costs, as more fully defined in the City's adopted HOME-ARP Policies and HUD CPD Notice 2021-10.

SUPPORTIVE SERVICES

The AWARDEE may use up to THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000) of HOME-ARP for supportive service costs, as more fully defined in the City's adopted HOME-ARP Policies and HUD CPD Notice 2021-10.

The AWARDEE may provide or pay for the following supportive services according to the HOME-ARP beneficiary's individualized housing and service plan, as more fully described in HUD CPD Notice 2021-10:

- **Case Management** including initial intake and assessment; development of an individualized housing and service plan with the goal of housing stability; coordination of and monitoring of supportive services; use of a client-tracking system; obtaining federal, State, and local benefits; providing information and referrals to other providers; and conducting re-evaluations of the program participant's eligibility and needs.
- **Childcare** for children under the age of 13 (under 18 for children with a disability) for program participants, including providing meals and snacks, and comprehensive and coordinated developmental activities. The childcare provider must be licensed in order for its costs to be eligible.
- **Education services**, including instruction or training in consumer education, health education, substance abuse prevention, literacy, English as a Second Language, and General Educational Development (GED). Eligible costs include screening, assessment, and testing; instruction; tutoring; provision of books, supplies, and instructional material.

- **Employment assistance and job training**, including classroom, online and/or computer instruction, on-the-job instruction, services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential. The cost of providing reasonable stipends to program participants in employment assistance and job training programs is also an eligible cost.
- **Housing search and counseling services**, including assisting eligible program participants to locate, obtain, and retain suitable housing; securing utilities; making moving arrangements; outreach to, negotiation, and mediation with property owners; and assistance submitting rental applications and understanding leases.
- **Legal services**, including costs charged by licensed attorneys and by person(s) under the supervision of licensed attorneys, for advice and representation in matters that interfere with a qualifying individual or family's ability to obtain and retain housing. Eligible subject matters are child support; guardianship; paternity; emancipation; legal separation; orders of protection and other legal remedies for victims of domestic violence, dating violence, sexual assault, human trafficking, and stalking; appeal of veterans and public benefit claim denials; landlord-tenant disputes; and the resolution of outstanding criminal warrants; landlord/tenant matters, provided that the services must be necessary to resolve a legal problem that prohibits the program participant from obtaining permanent housing or will likely result in the program participant losing the permanent housing in which the program participant currently resides. Legal services for immigration and citizenship matters and for issues related to mortgages and homeownership are **ineligible**.
- **Life skills training**, including teaching critical life management skills that are needed for the participant to function independently in the community. Life skills training includes household management, conflict management, shopping for food and other needed items, nutrition, the use of public transportation, and parent training.
- **Financial Literacy and Credit repair**, including training on budgeting and money management, accessing a free personal credit report, and resolving personal credit problems. This assistance does not include the payment or modification of a debt.
- **Mental health services**, including direct outpatient treatment of mental health conditions by licensed professionals. Eligible services include crisis interventions; counseling; individual, family, or group therapy sessions; the prescription of psychotropic medications; and combinations of therapeutic approaches to address multiple problems.
- **Outpatient health services**, including direct outpatient treatment of medical conditions by licensed medical professionals. Eligible services include analysis or assessment of a program participant's health problems and the development of a treatment plan; providing directly or assisting program participants to obtain and utilize appropriate medical treatment; preventive medical care and health maintenance services, including in home health services and emergency medical services; provision of appropriate medication, follow-up services; and preventive and non-cosmetic dental care.

- **Substance abuse treatment services**, including treatment designed to prevent, reduce, eliminate, or deter relapse of substance abuse or addictive behaviors and are provided by licensed or certified professionals. The costs include program participant intake and assessment; outpatient treatment; group and individual counseling; and drug testing. Inpatient detoxification and other inpatient drug or alcohol treatment are ***ineligible***.
- **Transportation**, including participant's travel on public transportation or in a vehicle provided by the PJ or subrecipient to and from medical care, employment, childcare, or other services eligible under this Notice; mileage allowance and other costs for service workers to visit program participants and to carry out housing inspections. Car repairs and maintenance are eligible with prior written approval from the CITY.
- **Victim Services**, including those that assist program participants who are victims of domestic violence, dating violence, sexual assault, stalking, or human trafficking including services offered by rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, stalking, or human trafficking.

TENANT-BASED RENTAL ASSISTANCE (TBRA)

The AWARDEE may use up to SIX HUNDRED FIFTY THOUSAND DOLLARS (\$650,000) of HOME-ARP for tenant-based rental assistance, as more fully defined in the City's adopted HOME-ARP Policies and HUD CPD Notice 2021-10

EXHIBIT B: SUBAWARD INFORMATION

Federal Award Identification Number: **M-21-MP-17-0209**
Federal Award Date: **September 20th, 2021**
Total Amount of the Federal Award: **2,380,397.00**
Name of Federal awarding agency: **Dept. of Housing Urban Development**
Name of pass-through entity: **City of Springfield, Illinois**
Award Official Contact information: **Office of Planning & Economic Development**
Municipal Center East, Suite 107
800 E Monroe
Springfield, IL 62701
Julia.Cave@springfield.il.us
PHONE: (217) 789-2377 ext. 5471

CFDA Name: **HOME Investment Partnership (ARP)**
Identification of R&D: **No**
Indirect cost rate for the Federal award: **10%**

SUBRECIPIENT NAME: **HELPING HANDS OF SPRINGFIELD**
SAMS Unique Entity ID: **EKKCGMRSJLS6**
Period of Performance: **July 1st, 2025 to June 30th, 2027**
Federal Funds Obligated
by this Agreement: **\$1,115,000**
Total Federal Funds
Obligated to SUBRECIPIENT: **\$1,115,000**
Federal award project description: **Exhibit A**

AN ORDINANCE AUTHORIZING THE EXECUTION OF A SUBRECIPIENT AGREEMENT WITH FIFTH STREET RENAISSANCE UTILIZING HOME INVESTMENT PARTNERSHIP PROGRAM, AMERICAN RESCUE PLAN ACT (ARPA) FUNDS FOR AN AMOUNT NOT TO EXCEED \$1,115,397.00 FOR SUPPORTIVE SERVICES, TBRA, OPERATING EXPENSES, AND CAPACITY BUILDING FOR A PERIOD OF TWO FISCAL YEARS FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT

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

WHEREAS, it is in the best interest of the City of Springfield to authorize ARPA Sub-recipient Agreement with Fifth Street Renaissance for supportive services, TBRA, operating expenses and capacity building in the amount not to exceed \$1,115,397.00 utilizing the City's Home ARPA funds for a period of two fiscal years; and

WHEREAS, the Office of Planning and Economic Development has determined that the program described in the Sub-recipient Agreement involves appropriate expenditure of Home ARPA funds pursuant to 24 CFR 570.201(c), Public Facilities & Improvements; and

WHEREAS, the ARPA Sub-recipient Agreement will be administered by the Office of Planning and Economic Development; and

WHEREAS, the proposed Subrecipient 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 ARPA Sub-recipient Agreement with Fifth Street Renaissance for use of the City's Home ARPA funds in an amount not to exceed \$1,115,397.00 for supportive services, TBRA, operating expenses, and capacity building for a period of two fiscal years.

Section 2: That the Office of Budget and Management is hereby authorized to make payment in an amount not to exceed \$1,115,397.00 to Fifth Street Renaissance from account number 001-111-DEVL-HARP-2110 pursuant to the terms and conditions of Sub-recipient 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



Office of Corporation Counsel / Date 5-15-25

ORDINANCE FACT SHEET

DATE OF 1st READING: 5/20/2025

OFFICE REQUESTING: OPED

CONTACT PERSON: Julia Cave

PHONE NUMBER: 217-789-2377

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

FISCAL IMPACT: \$1,115,397

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH FIFTH STREET RENAISSANCE IN AN AMOUNT NOT TO EXCEED \$1,115,397 IN HOME AMERICAN RESCUE PLAN (ARP) PROGRAM FUNDS.

CONTRACTOR / VENDOR NAME: Fifth Street Renaissance VENDOR NO: 0FIF2500

CONTRACT TERM: 07/01/2025-06/30/2027 Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$1,115,397
(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	111	DEVL	HARP	2110
2					
3					
4					

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

Subrecipient Agreement

STAFF ANALYSIS

AN ORDINANCE AUTHORIZING THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH FIFTH STREET RENAISSANCE IN AN AMOUNT NOT TO EXCEED \$1,115,397 IN HOME AMERICAN RESCUE PLAN (ARP) PROGRAM FUNDS FOR SUPPORTIVE SERVICES, TBRA, OPERATING EXPENSES AND CAPACITY BUILDING. NO SUPPLEMENTAL APPROVAL IS NEEDED. SPENDING WILL OCCUR OVER TWO FISCAL YEARS.

FUNDS CHECK BY: Wingerter, Justin G.

Date: 5/5/25

DIRECTOR / SUPERVISOR: Rasing, Amy A.

Date:

CITY PURCHASING AGENT: Lesko, Mike

Date:

SIGN OFF:

(Mayor's Signature)

Ramona Metzger

(Director of OBM)

The information supplied on this form is not confidential information.

2025-234

HOME INVESTMENT PARTNERSHIP PROGRAM
AMERICAN RESCUE PLAN (ARP) AGREEMENT

THIS AGREEMENT MADE on this _____ day of _____, 2025 by and between **FIFTH STREET RENAISSANCE** an Illinois nonprofit corporation, whose address is 1315 N. Fifth Street Springfield, Illinois 62701 and the successors, heirs, and assigns (all of whom are collectively called "AWARDEE" or "OWNER" in this Agreement), and the City of Springfield, Illinois, a municipal corporation, acting by and through the Springfield Office of Planning and Economic Development (referred to as the "CITY" in this Agreement), 800 East Monroe St Springfield, Illinois. This Agreement is executed by the AWARDEE for the purpose of obtaining a GRANT from the CITY in the maximum sum of **ONE MILLION, ONE HUNDRED FIFTEEN THOUSAND THREE HUNDRED AND NINETY SEVEN DOLLARS (\$1,115,397)** (called the "GRANT FUNDS" in this Agreement) to be used to pay the costs of the "PROJECT" defined in section 3. PROJECT SCOPE to administer a tenant-based rental assistance program with wraparound services for HUD-designated qualified populations.

This AGREEMENT is made by the CITY under the authority of the HOME Investment Partnership Program (called "HOME" herein) as enacted into law under Title II of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12701 et seq., as amended) (hereinafter called the "Act") and the regulations issued by the Secretary of the U.S. Department of Housing and Urban Development (called "HUD" herein) at 24 CFR Part 92, as amended from time to time.

WITNESSETH

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) allocated funding to the City of Springfield under section 3205 of the American Rescue Plan Act of 2021 (P.L. 117-2) ("HOME-ARP") for the HOME Investment Partnerships Program (HOME) to provide homelessness assistance and supportive services; and

WHEREAS, HOME-ARP is subject to the same regulations that govern HOME funds at U.S. Federal Regulations 24 CFR Part 92 as well as guidance published by HUD in CPD Notice 21-10 issued on September 13, 2021 ("HUD GUIDANCE"); and

WHEREAS, the CITY adopted a HOME-ARP allocation plan which included the use of HOME-ARP funds for the provision of rental assistance and wrap-around supportive services for residents who meet the definition of a "qualifying population" per HUD GUIDANCE; and

WHEREAS, the CITY adopted written HOME-ARP policies that must be followed in the administration of programs funded with HOME-ARP ("HOME-ARP Policies"); and

[HOMEARPPolicies.pdf](#)

WHEREAS, the AWARDEE submitted a proposal to the CITY to provide HOME-ARP eligible services to Springfield residents, more fully described in the Scope of Work attached hereto as Exhibit "A" ("Scope of Work"); and

WHEREAS, the AWARDEE represents that it can administer the Scope of Work in a manner which complies with the CITY's HOME-ARP Policies and all applicable HUD GUIDANCE and other federal regulations; and

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS AND OBLIGATIONS HEREIN CONTAINED, INCLUDING THE ATTACHMENTS, AND SUBJECT TO THE TERMS AND CONDITIONS HEREINAFTER STATED, THE PARTIES HERETO UNDERSTAND AND AGREE AS FOLLOWS:

1. Act, Regulations, and Guidance

As an inducement to the CITY to provide the GRANT FUNDS, the AWARDEE has agreed to enter into THIS AGREEMENT and consents administer the PROJECT according to the Act, the rules and regulations of the HOME Program, HUD GUIDANCE, and the CITY'S HOME-ARP Policies, all as the same may be amended from time to time. The CITY'S HOME-ARP Policies are located in the CITY'S Office of Planning and Economic Development and are incorporated by reference herein; a copy can also be found on the CITY'S website here:

2. Term of Agreement

The term of this Agreement shall commence on July 1, 2025 and, unless terminated earlier pursuant to the terms of this Agreement, shall continue thereafter until June 30, 2027.

3. Project Scope

- A. The AWARDEE represents and warrants to the CITY that the AWARDEE will perform the work required to complete the PROJECT, as more thoroughly described in EXHIBIT A of this AGREEMENT, and meet its obligations under this AGREEMENT in a timely and professional manner, using knowledge and generally acceptable standards, and will provide a standard of care equal to, or superior to, care used on similar projects.
- B. The AWARDEE shall perform the work required to complete the PROJECT in adherence to all local, state, and federal requirements, codes, and laws. AWARDEE shall be required to provide all equipment, materials, labor, and clerical support required in connection with the PROJECT and any expenses relating thereto.

- C. The date on which all eligible expenses have been reimbursed and the CITY has accepted the final performance report shall be referred to as the PROJECT Closeout Date (hereinafter called the "PROJECT Closeout Date").

5. Disbursement of GRANT FUNDS

The AWARDEE shall provide all requests for GRANT FUNDS disbursements in a form acceptable to the CITY. Requests for GRANT FUNDS shall only include items eligible under the HOME Program and will not exceed the amount of GRANT FUNDS needed to meet immediate cash needs for eligible costs associated with the PROJECT.

All requests must conform with the approved PROJECT budget provided in Exhibit A. The CITY must provide written approval for all budget revisions prior to payment of any expenses not conforming to the approved PROJECT budget.

To the extent determined necessary, the CITY may also require the AWARDEE to provide documentation necessary to demonstrate compliance with HOME regulations before disbursement of GRANT FUNDS. Such documentation shall be in a form acceptable to the CITY and shall cover all work done for the PROJECT. The CITY reserves the right to hold disbursement of GRANT FUNDS until adequate documentation has been provided and reviewed.

Within 30 days of receipt of requisition, the CITY shall either (i) approve the bills for reimbursement, or (ii) notify the AWARDEE in writing of any bills disapproved for reimbursement.

Notwithstanding any other provision of the Agreement, the CITY may withhold the final disbursement of GRANT FUNDS. Final payment shall be made after the CITY has determined that all services have been rendered, files and documentation delivered, and the PROJECT is in full compliance with HOME regulations.

It is understood that upon the completion of the PROJECT, any HOME funds reserved but not disbursed for eligible expenses under this AGREEMENT will revert to the CITY.

6. Provision of Match Funds

The AWARDEE is not required to provide matching funds for the PROJECT.

7. Fees

The AWARDEE is prohibited from charging fees to beneficiaries of the PROJECT.

8. Nondiscrimination

The AWARDEE agrees to comply with the following regarding nondiscrimination regulations:

- A. The Civil Rights Act of 1964 (42 U.S.C. 2000, et seq.) which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from

participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance;

- B. The Civil Rights Act of 1968 (42 U.S.C. 3601, et seq.) popularly known as the Fair Housing Act, which provides that it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including otherwise making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status;
- C. Executive Order 11063, as amended by Executive Order 12259, directing HUD to take all action necessary and appropriate to prevent discrimination because of race, color, religion, creed, sex or national origin on property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities are, among other things, provided in whole or in part with the aid of loans, advances, Assistances, or contributions agreed to be made by the Federal Government. HUD regulations implementing Executive Order 11063 are contained in 24 CFR Part 107;
- D. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and the Prohibitions against discrimination against handicapped individuals under the Rehabilitation Act of 1973 (29 U.S.C. 701 et seq.);
- E. The requirements of Executive Order 11246 and the regulations issued under the Order at 42 CFR Chapter 60;

9. Program Income

Any income generated by the AWARDEE from the use of HOME-ARP funds governed by this Agreement shall be considered HOME-ARP program income. AWARDEE shall report on the receipt of any program income as part of the next pay request. All HOME-ARP program income shall be retained by the AWARDEE for the term of this Agreement. The use of all HOME-ARP program income is reserved specifically for services outlined in the Statement of Work and is subject to the terms of this Agreement.

10. Uniform Administrative Requirements

The AWARDEE shall adhere to and follow the Uniform Administrative Requirements found in the U.S. federal regulations at 2 CFR Part 200, except for the provisions provided under 24 CFR 92.505.

- A. Internal Control. The AWARDEE shall establish and maintain effective internal control over HOME-ARP funds made available through this Agreement to provide reasonable assurance that the Program is administered in compliance with applicable federal statutes, regulations, and the terms and conditions of this Agreement. This includes evaluation and internal monitoring of the Program and prompt, appropriate action when instances of noncompliance are identified.

- B. Procurement. The AWARDDEE shall follow a written procurement policy that allows for full and open competition that meets the minimum standards of the U.S. federal regulations at 2 CFR 200.317 through 200.326.
- C. Privacy. The AWARDDEE shall take reasonable measures to safeguard protected personally identifiable information and other information the CITY designates as sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.
- D. Financial Management. The AWARDDEE shall maintain a financial management system that identifies all federal awards received and expended and the federal programs under which they were received, including: The CFDA title and number; Federal award identification number and year; Name of the Federal agency; and name of the pass-through entity, if any.
- E. Written Policies. The AWARDDEE shall follow written financial management policies and procedures that, at a minimum, provide for: determination the allowability of costs in accordance with the terms and conditions of this Agreement and the federal cost principles published in the U.S. federal regulations at 2 CFR 200 Subpart E; effective control over, and accountability for, all funds, property, and other assets to ensure all assets are safeguarded and they are used solely for authorized purposes; and accurate financial reporting on federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

11. Other Federal Requirements

The AWARDDEE agrees to comply with and to ensure the enforcement of all requirements of applicable Federal law and regulations, including the Equal Opportunity provisions and Labor Standards requirements, as applicable. The AWARDDEE agrees to include such Equal Opportunity provisions and Labor Standards Requirements (if applicable) in any contracts for work financed in whole or in part by this Agreement.

The AWARDDEE hereby certifies that it is and will continue to be in compliance with the following:

- A. Equal Employment Opportunity-All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "CITY of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- B. Any contract for the construction or rehabilitation of 12 or more HOME-assisted units under this Agreement must contain a provision requiring that not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141, 3142), will be paid to all laborers and mechanics employed in the development of affordable housing involved, and such contracts must also be subject to the overtime provisions, as applicable, of 40 U.S.C. 3701 et seq.
- C. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)-All contracts and subcontracts in excess of \$2000 for construction or repair awarded by recipients and

AWARDEEs shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Contracts from the United States").

- D. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333)-Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contents for transportation or transmission of intelligence.
- E. The AWARDEE shall establish procurement procedures to ensure compliance with federal Debarment and Suspension (E.O.s 12549 and 12689). No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase thresholds shall provide the required certification regarding its exclusion status and that of its principal employees.
- F. The AWARDEE shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the PROJECT area and contracts for work in connection with the PROJECT be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the area of the PROJECT.
- G. The AWARDEE agrees that any occupied residential property acquired as part of this Agreement, will comply with 24 CFR 92.353, to provide relocation assistance at the levels described in, and in accordance with the requirements of the Uniform Relocation Assistance and the Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4201-4644) and 49 CFR Part 24.
- H. The AWARDEE shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, M and R of this part apply.

- I. The AWARDDEE shall comply with the Violence Against Women Act requirements described more fully at 24 CFR Part 5 Subpart L;
- J. The AWARDDEE agrees to comply with the drug-free workplace requirements described at 2 CFR 182. The AWARDDEE agrees to (1) identify all known workplaces involved with the administration of this Agreement, (2) publish a drug-free workplace statement, (3) establish a drug-free awareness program for employees, (4) make a good faith effort to maintain a drug-free workplace for the term of the Agreement, and (5) take actions concerning employees who are convicted of violating drug statutes in the workplace.
- K. Anti-Lobbying. No federal appropriated funds have been paid or will be paid, by or on behalf of the AWARDDEE, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, AWARDDEE shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

AWARDEE shall require that the language of these certifications be included in the award documents for all subawards at all tiers (including subcontracts, subcontracts, and contracts under contracts, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

These certifications are a material representation of fact upon which reliance was placed when this transaction was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

12. Closeout, Termination and Other Remedies

The CITY will close out this Agreement when it determines that all applicable administrative actions and all required work of the Agreement have been completed by the AWARDDEE.

Unless provided an extension through written notification by the CITY, the AWARDDEE shall complete the following actions no later than 30 calendar days after the end date of the term of this Agreement:

- Submit, all financial, performance, and other reports as required by the terms of this Agreement;

Notwithstanding the expiration or earlier termination of this Agreement, AWARDDEE's obligations to the CITY shall not terminate until all closeout requirements are completed. The following obligations of the AWARDDEE shall survive the termination of this Agreement:

- AWARDDEE'S indemnity obligations;
- the obligation to cause audits to be performed relating to AWARDDEE'S activities and costs under this Agreement;
- the obligation to repay to CITY any HOME-ARP proceeds improperly disbursed to AWARDDEE or disbursed for ineligible expenditures;
- any other obligations which cannot by their nature be performed until after the expiration of the Agreement such as the submittal of final payment request and performance reports.

The CITY shall have the unilateral right to suspend and terminate this AGREEMENT if:

- A. Notwithstanding any other provision of this Agreement, the GRANT FUNDS have not been fully advanced by the CITY within four (4) years following the date of this Agreement, unless such period has been extended by the CITY in writing;
- B. The AWARDDEE makes significant changes to the PROJECT SCOPE without the prior written approval of the CITY;
- C. All AWARDDEE's die, become legally incapacitated, or otherwise become legally unable to act prior to the completion of the Improvements;
- D. Any other event occurs which is or may be declared a material breach of this Agreement.

As used in this Agreement, the terms "terminate" and "termination" refer to the rescission of the CITY's obligation to advance GRANT FUNDS to the AWARDDEE or to recapture GRANT FUNDS already disbursed, and to the cessation of all further performance by the CITY under this Agreement. Termination shall be accomplished by mailing by certified mail or by personally delivering written notice of termination to the AWARDDEE at the address listed above or to any other address of which the AWARDDEE has given the CITY written notice personally or by mail addressed to the CITY's address stated in the introduction to this Agreement. Termination shall be effective on the date the notice is mailed or personally delivered to the AWARDDEE's address, regardless of whether the notice is actually received by the AWARDDEE.

Upon expiration or termination of this agreement, the AWARDDEE must transfer to the CITY any GRANT FUNDS on hand at the time of expiration or termination and any accounts receivable attributable to the use of GRANT FUNDS.

The AWARDDEE agrees that if the PROJECT is not completed in accordance with the terms of this Agreement or if this Agreement is terminated as provided above, the AWARDDEE shall repay to the CITY the full amount of all GRANT FUNDS previously disbursed.

The CITY shall have the right to enforce this Agreement by an action at law or in equity, for any form of relief that may be available under Federal, State, or local law, including recapture of GRANT FUNDS disbursed prior to termination, court costs and attorney fees.

13. Records and Reports

On a bi-annual, the AWARDEE shall submit to the CITY, in a form acceptable to the CITY, a performance report summarizing the number of unduplicated persons served, including race, ethnicity, and performance data such as the types of services provided to each beneficiary. The performance report shall be submitted within 30 days of the close of each quarter.

The CITY shall monitor and evaluate AWARDEE's performance under this Agreement to determine compliance with this Agreement and HOME-ARP Requirements. AWARDEE shall cooperate with CITY and any federal auditors authorized by the CITY and shall make available all information, documents, and records reasonably requested and shall provide CITY the reasonable right of access to both records and personnel during normal business hours for the purpose of assuring compliance with this Agreement and evaluating performance hereunder. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

During the term of this Agreement and for five (5) years thereafter, the AWARDEE shall maintain all plans, books, contracts, personnel and payroll records, documents, and other papers relating to the PROJECT. These records shall at all times be maintained in reasonable condition for proper audit and shall be subject to examination and inspection at any reasonable time by the CITY, HUD and the Comptroller General of the United States and their designees. Specifically, the foregoing includes all records, calculations and information regarding beneficiary eligibility, cost allowability, and any other records that might be required from time to time by the CITY for the purpose of determining compliance with the HUD GUIDANCE, HOME Program regulations (24 CFR 92), the Act, and all contracts and agreements relating to the PROJECT.

The AWARDEE shall retain all files, financial records, and any other documents related to the PROJECT if any litigation, claim, or audit is started before the expiration of the 5-year period or if the AWARDEE is notified in writing by the CITY to extend the retention period. Records for real property and equipment acquired with GRANT FUNDS must be retained for 3 years after final disposition.

14. Conflict of Interest and Mandatory Disclosures

The AWARDEE shall maintain and follow written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. The standards must comply with the requirements described in 24 CFR 92.356.

The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the AWARDEE. If the AWARDEE has a parent, affiliate, or subsidiary organization, the standards of conduct must cover organizational conflicts

of interest to ensure the AWARDEE is able to be impartial in conducting a procurement action involving a related organization.

At a minimum, the standards of conduct shall include any person who is an employee, agent, consultant, officer, or elected official or appointed official of the AWARDEE. No covered persons who exercise or have exercised any functions or responsibilities with respect to HOME-ARP activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a HOME-ARP-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a HOME-ARP-assisted activity, or with respect to the proceeds of the HOME-ARP-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Upon written request, the CITY may grant an exception to the conflict of interest provisions on a case-by-case basis.

The provision of any HOME-ARP assistance shall not be conditioned on an individual's or family's acceptance or occupancy of a shelter or housing unit owned by the AWARDEE or a parent, affiliate, or subsidiary of the AWARDEE. The AWARDEE shall not provide financial assistance to any households or individuals occupying housing owned by the AWARDEE, or any

parent, affiliate, or subsidiary of the AWARDEE. For the purpose of this section, financial assistance includes rental payments, utility deposits, security deposits, or first and last month's rent.

The AWARDEE shall provide written notice to the CITY within 5 days of identifying a potential conflict of interest or discovery of violations of criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in termination of the Agreement and suspension or debarment from future federal awards.

15. Scope of Agreement and Liability

Nothing contained in this Agreement shall create any relationship between HUD or the CITY and any landlord, tenant, beneficiary or contractor participating selected by the AWARDEE to participate in the PROJECT. The CITY's only liability is to the AWARDEE under this Agreement and is limited to making the GRANT FUNDS available under the terms and conditions stated in this Agreement. Neither the CITY nor HUD assumes any obligations other than as stated in this Agreement.

16. Assignability

AWARDEE can assign this Agreement only if the CITY also consents in writing to the assignment. The term "AWARDEE" as used in this Agreement refers to each and every party, which executes this Agreement as an "AWARDEE." Each party that executes this Agreement as an AWARDEE is jointly and severally liable under this Agreement. Notwithstanding such liability, each party

executing this Agreement as an AWARDEE hereby agrees that any such party may act for and bind all such parties ("AWARDEEs") with respect to any right or obligation of an AWARDEE under this Agreement.

17. Captions

Any captions used in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

18. Drafts Not Offer

No draft of or negotiations regarding this Agreement shall be construed to constitute an offer by any party hereto, and no party shall be obligated in connection with the matters stated herein until this Agreement has been executed and delivered by all parties hereto.

19. Severability

If any provision of this Agreement is found to be illegal, invalid or unenforceable, the remainder of this Agreement shall not be affected by such finding, and the parties shall negotiate in good faith to agree upon a substitute provision, which substitute provision shall provide to the extent possible under applicable law, the benefits expected to be derived by the parties under this Agreement.

20. Amendments and Modifications

No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound by such change.

The term "AGREEMENT" as used in this AGREEMENT includes any change orders, amendments, waivers, or successor contracts approved by the CITY.

21. Binding Effect

The covenants, conditions, representations, warranties and agreements contained in this agreement will bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

22. Governing Law

This Agreement shall be construed pursuant to the laws of the State of Illinois.

23. Counterparts

If this Agreement is executed in two or more counterparts, each shall constitute one and the same instrument and shall be recognized as an original instrument.

24. Miscellaneous Provisions

The AWARDEE shall take note of the following miscellaneous provisions:

- A. This Agreement does not authorize an expenditure of City of Springfield funds in excess of the amount authorized by the Springfield City Council unless the Springfield City Council specifically approves an additional expenditure. AWARDEE 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 of Springfield exceeds the amount authorized by the Springfield City Council.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the AWARDEE hereby acknowledges that he/she has read and does fully understand the foregoing Agreement.

AWARDEE:

**Robert Weis, President
FIFTH STREET RENAISSANCE**

Date

STATE OF ILLINOIS)
) SS.

COUNTY OF SANGAMON)

I, _____, a Notary Public in and for said County, in the State aforesaid **DO HEREBY CERTIFY** that (AWARDEE) **ROBERT WEIS, PRESIDENT**, personally known to me to be the same person or persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that they signed, sealed and delivered the said instrument as their free and voluntary act, for the purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notary seal this _____ day of _____, 2025.

Notary Public

CITY OF SPRINGFIELD, ILLINOIS

OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT

By: _____
Misty Buscher, Mayor of Springfield, IL **Date**

EXHIBIT A: HOME-ARP SCOPE OF WORK

The AWARDEE will utilize HOME-ARP funds to provide tenant-based rental assistance (TBRA), case management and supportive services to Springfield residents who are documented to be eligible for HOME-ARP. It is expected that the AWARDEE will assist THIRTY (30) HOME-ARP beneficiaries.

The Scope of Work includes the following:

CAPACITY BUILDING

The AWARDEE may use up to FIFTY-SEVEN THOUSAND, FIVE HUNDRED DOLLARS (\$57,500) of HOME-ARP for capacity building costs, as more fully defined in the City's adopted HOME-ARP Policies and HUD CPD Notice 2021-10.

OPERATING EXPENSES

The AWARDEE may use up to FIFTY-SEVEN THOUSAND, FIVE HUNDRED DOLLARS (\$57,500) of HOME-ARP for operating costs, as more fully defined in the City's adopted HOME-ARP Policies and HUD CPD Notice 2021-10.

SUPPORTIVE SERVICES

The AWARDEE may use up to THREE HUNDRED FIFTY THOUSAND, THREE HUNDRED AND NINETY SEVEN DOLLARS (\$350,397) of HOME-ARP for supportive service costs, as more fully defined in the City's adopted HOME-ARP Policies and HUD CPD Notice 2021-10.

The AWARDEE may provide or pay for the following supportive services according to the HOME-ARP beneficiary's individualized housing and service plan, as more fully described in HUD CPD Notice 2021-10:

- **Case Management** including initial intake and assessment; development of an individualized housing and service plan with the goal of housing stability; coordination of and monitoring of supportive services; use of a client-tracking system; obtaining federal, State, and local benefits; providing information and referrals to other providers; and conducting re-evaluations of the program participant's eligibility and needs.
- **Childcare** for children under the age of 13 (under 18 for children with a disability) for program participants, including providing meals and snacks, and comprehensive and coordinated developmental activities. The childcare provider must be licensed in order for its costs to be eligible.
- **Education services**, including instruction or training in consumer education, health education, substance abuse prevention, literacy, English as a Second Language, and General Educational Development (GED). Eligible costs include screening, assessment, and testing; instruction; tutoring; provision of books, supplies, and instructional material.

- **Employment assistance and job training**, including classroom, online and/or computer instruction, on-the-job instruction, services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential. The cost of providing reasonable stipends to program participants in employment assistance and job training programs is also an eligible cost.
- **Housing search and counseling services**, including assisting eligible program participants to locate, obtain, and retain suitable housing; securing utilities; making moving arrangements; outreach to, negotiation, and mediation with property owners; and assistance submitting rental applications and understanding leases.
- **Legal services**, including costs charged by licensed attorneys and by person(s) under the supervision of licensed attorneys, for advice and representation in matters that interfere with a qualifying individual or family's ability to obtain and retain housing. Eligible subject matters are child support; guardianship; paternity; emancipation; legal separation; orders of protection and other legal remedies for victims of domestic violence, dating violence, sexual assault, human trafficking, and stalking; appeal of veterans and public benefit claim denials; landlord-tenant disputes; and the resolution of outstanding criminal warrants; landlord/tenant matters, provided that the services must be necessary to resolve a legal problem that prohibits the program participant from obtaining permanent housing or will likely result in the program participant losing the permanent housing in which the program participant currently resides. Legal services for immigration and citizenship matters and for issues related to mortgages and homeownership are ***ineligible***.
- **Life skills training**, including teaching critical life management skills that are needed for the participant to function independently in the community. Life skills training includes household management, conflict management, shopping for food and other needed items, nutrition, the use of public transportation, and parent training.
- **Financial Literacy and Credit repair**, including training on budgeting and money management, accessing a free personal credit report, and resolving personal credit problems. This assistance does not include the payment or modification of a debt.
- **Mental health services**, including direct outpatient treatment of mental health conditions by licensed professionals. Eligible services include crisis interventions; counseling; individual, family, or group therapy sessions; the prescription of psychotropic medications; and combinations of therapeutic approaches to address multiple problems.
- **Outpatient health services**, including direct outpatient treatment of medical conditions by licensed medical professionals. Eligible services include analysis or assessment of a program participant's health problems and the development of a treatment plan; providing directly or assisting program participants to obtain and utilize appropriate medical treatment; preventive medical care and health maintenance services, including in home health services and emergency medical services; provision of appropriate medication, follow-up services; and preventive and non-cosmetic dental care.

- **Substance abuse treatment services**, including treatment designed to prevent, reduce, eliminate, or deter relapse of substance abuse or addictive behaviors and are provided by licensed or certified professionals. The costs include program participant intake and assessment; outpatient treatment; group and individual counseling; and drug testing. Inpatient detoxification and other inpatient drug or alcohol treatment are **ineligible**.
- **Transportation**, including participant's travel on public transportation or in a vehicle provided by the PJ or subrecipient to and from medical care, employment, childcare, or other services eligible under this Notice; mileage allowance and other costs for service workers to visit program participants and to carry out housing inspections. Car repairs and maintenance are eligible with prior written approval from the CITY.
- **Victim Services**, including those that assist program participants who are victims of domestic violence, dating violence, sexual assault, stalking, or human trafficking including services offered by rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, stalking, or human trafficking.

TENANT-BASED RENTAL ASSISTANCE (TBRA)

The AWARDDEE may use up to SIX HUNDRED FIFTY THOUSAND DOLLARS (\$650,000) of HOME-ARP for tenant-based rental assistance, as more fully defined in the City's adopted HOME-ARP Policies and HUD CPD Notice 2021-10

EXHIBIT B: SUBAWARD INFORMATION

Federal Award Identification Number: **M-21-MP-17-0209**
Federal Award Date: **September 20th, 2021**
Total Amount of the Federal Award: **2,380,397.00**
Name of Federal awarding agency: **Dept. of Housing Urban Development**
Name of pass-through entity: **City of Springfield, Illinois**
Award Official Contact information: **Office of Planning & Economic Development**
Municipal Center East, Suite 107
800 E Monroe
Springfield, IL 62701
Julia.Cave@springfield.il.us
PHONE: (217) 789-2377 ext. 5471
CFDA Name: **HOME Investment Partnership (ARP)**
Identification of R&D: **No**
Indirect cost rate for the Federal award: **10%**

SUBRECIPIENT NAME: **FIFTH STREET RENAISSANCE**
SAMS Unique Entity ID: **T1BWF97NFDC6**
Period of Performance: **July 1st, 2025 to June 30th, 2027**
Federal Funds Obligated
by this Agreement: **\$1,115,397**
Total Federal Funds
Obligated to SUBRECIPIENT: **\$1,115,397**
Federal award project description: **Exhibit A**

**AN ORDINANCE AUTHORIZING ADDITIONAL FUNDING IN AN
AMOUNT NOT TO EXCEED \$485,000.00 FOR LUMINARE HEALTH
BENEFITS TO SERVE AS THE THIRD PARTY ADMINISTRATOR AND
THE UTILIZATION MANAGEMENT TEAM FOR THE CITY OF
SPRINGFIELD'S HEALTH INSURANCE PROGRAM FOR THE
REMAINDER OF FISCAL YEAR 2026**

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

WHEREAS, the City previously passed ordinance 358-10-20 authorizing a five-year contract with Luminare Health Benefits to serve as the Third Party Administrator and the Utilization Review Management Team for the City of Springfield's health insurance program for employees covered by collective bargaining agreements, for all employees not covered by collective bargaining agreements, and for retirees participating in the City of Springfield's health plan from March 1, 2021, through February 28, 2026, for a total amount not to exceed \$1,245,888.00; and

WHEREAS, the City passed a subsequent ordinance 336-07-23 authorizing an additional \$1,004,112; and

WHEREAS, it is in the best interest of the City to authorize additional funding in the amount of \$485,000.00 to Luminare Health Benefits to provide these services.

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

Section 1: That the City Council hereby authorizes additional funding in the amount of \$485,000.00 for Luminare Health Benefits to serve as the Third Party Administrator and the Utilization Review Management Team for the City of Springfield's Health Insurance Program for employees covered by collective bargaining agreements, for all employees not covered by collective bargaining agreements, and for retirees participating in the City of Springfield's Health Plan for the Office of Human Resources.

Section 2: That the Mayor and City Clerk are authorized to execute the any necessary documents for Luminare Health Benefits to effectuate the terms of this ordinance.

Section 3: That the Office of Budget and Management is hereby authorized to make payment to Luminare Health Benefits in an amount not to exceed \$2,735,000.00 from March 1, 2021, through February 28, 2026, from account number 074-107-BMGT-HINS-1215.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 5-15-25

Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

DATE OF 1st READING: 05/20/2025

CONTACT PERSON: Ramona Metzger

OFFICE REQUESTING: Office of Budget & Management

PHONE NUMBER: 217-789-2191

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

FISCAL IMPACT: \$485,000.00

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING ADDITIONAL FUNDING IN AN AMOUNT NOT TO EXCEED \$485,000 WITH LUMINARE HEALTH BENEFITS FOR THEIR SERVICES AS THIRD PARTY ADMINISTRATOR IN A TOTAL AMOUNT NOT TO EXCEED \$2,735,000.00

CONTRACTOR / VENDOR NAME: Luminare Health Benefits Inc. VENDOR NO: VC0000008321

CONTRACT TERM: 03/01/2021 - 02/28/2026 Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$2,250,000.00 (Original amount if change order) Change Order # Additional Amount \$485,000.00

Method of Purchase (check one)

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

Previous Ord #'s 358.10.20, 336.07.23

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1	074	107	BMGT	HINS	1215
2					
3					
4					

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

STAFF ANALYSIS

This ordinance will authorize additional funding for the execution of a contract with Luminare Health Benefits as the Third Party Administrator and the Utilization Management Team for the City of Springfield's Health Insurance Program. The original ordinance 358.10.20 authorized \$1,245,888.00 and a subsequent ordinance 336.07.23 authorize an additional \$1,004,112.00. The authorized amount is insufficient and an additional \$485,000.00 is need for the remainder of Fiscal Year 2026.

FUNDS CHECK BY: Wingerter, Justin G. Digitally signed by Wingerter, Justin G. DN: cn=Wingerter, ou=City of Springfield, o=City of Springfield, email=Justin.Wingerter@springfield.il.us, date=2025.05.05 11:48:24 -0500

Date: 5/2/25

DIRECTOR / SUPERVISOR:

Date:

CITY PURCHASING AGENT: Lesko, Mike Digitally signed by Lesko, Mike Date: 2025.05.05 11:18:48 -0500

Date:

SIGN OFF: (Mayor's Signature) GEA

Ramona Metzger Digitally signed by Ramona Metzger Date: 2025.05.05 11:33:17 -0500 (Director of OBM)

The information supplied on this form is not confidential information.

0005-235

**AN ORDINANCE AUTHORIZING A PAYMENT OF \$35,000.00 TO
TIMEZONEONE FOR THE U.S TRAVEL ASSOCIATION'S IPW 2025 TRAVEL
SHOW AND THE FAMILIARIZATION TOUR USING GRANT #25-332001 FOR
THE SPRINGFIELD CONVENTION AND VISITORS BUREAU**

WHEREAS, 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 Convention and Visitors Bureau (SCVB) received funds under Grant #25-332001; and

WHEREAS, TimeZoneOne is an advertising agency for the Illinois Office of Tourism (IOT); and

WHEREAS, SCVB, in cooperation with IOT desires to participate in an international advertising campaign; and

WHEREAS, SCVB is requesting the use of International Marketing Grant #25-332001 funds in the amount of \$35,00.00 be authorized to participate in this campaign; and

WHEREAS, the campaign includes registration management, coordination and oversight of attendee registration including setup, monitoring, and support, logistics coordination, and electrical services.

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

Section 1: That the City Council hereby authorizes a payment of \$35,000.00 to pay TimeZoneOne, services in cooperation with The U.S. Travel Association's IPW 2025 travel show and the Familiarization Tour using Grant #25-332001 for the Springfield Convention and Visitors Bureau. The Mayor and City Clerk are hereby authorized to execute any necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay TimeZoneOne the amount of \$35,000.00 from the following account numbers

021-114-VIST-IG25-1229	\$25,000.00
021-114-VIST-IG25-1232	\$10,000.00

TOTAL: \$35,000.00

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

PASSED: _____, 2025

SIGNED: _____, 2025

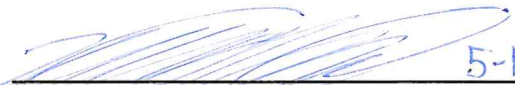
RECORDED: _____, 2025

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 5-15-25

ORDINANCE FACT SHEET

DATE OF 1st READING: May 20, 2025

OFFICE REQUESTING: Convention & Visitors Bureau

CONTACT PERSON: Scott Dahl

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

PHONE NUMBER: 217.789.22360 x5531

FISCAL IMPACT: 35,000

SUGGESTED TITLE: An ordinance authorizing payment to TimeZoneOne from International Grant #25-332001 for IPW and FAM grant budgeted expenses in the amount not to exceed \$35,000 for the Convention & Visitors Bureau.

CONTRACTOR / VENDOR NAME: TimeZoneOne

VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐

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

Method of Purchase (check one)

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

Previous Ord #'s _____

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	021	114	VIST	IG25	1229	25.000
2	021	114	VIST	IG25	1232	10000
3				IG25		
4						

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

Invoices

STAFF ANALYSIS

Payment for expenses included in the FY25 International Grant ordinance previously approved by City Council.

FUNDS CHECK BY: Wingerter, Justin G.

Digitally signed by Wingerter, Justin G.
DN: cn=Wingerter, ou=City, ou=Illinois, ou=USA, o=City of Springfield, email=jwingerter@springfield.il.us
Date: 2025.05.09 09:43:48 -05'00'

Date: 5/9/25

DIRECTOR / SUPERVISOR: Dahl, Scott

Digitally signed by Dahl, Scott
Date: 2025.05.09 09:43:48 -05'00'

Date: _____

CITY PURCHASING AGENT: Lesko, Mike

Digitally signed by Lesko, Mike
Date: 2025.05.11 16:52:17 -05'00'

Date: _____

SIGN OFF: _____



(Mayor's Signature) GEM

Ramona Metzger

Digitally signed by Ramona Metzger
Date: 2025.05.12 11:19:43 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2025-236



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

MEMORANDUM

TO: Scott Dahl
Springfield Conventions and Visitors Bureau

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: May 11, 2025

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet for TimeZoneOut, Inc. for the FY26 Convention Registrations for the Springfield Convention & Visitor's Bureau.

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



Invoice #5959
Date: 05/01/2025
Terms: Upon receipt
Project: 4654 | TGRR FY25 | R66 IPW 2025

To
Scott Dahl
Springfield Convention & Visitors Bureau
1011 S. 2nd Street
Springfield, IL 62704

From
Chicago
176 North Racine
Suite 300
Chicago IL 60607
312.464.1666 MAIN
312.464.0628 FAX

Christchurch
Level 3, 79 Lichfield Street
P.O. Box 13432 Christchurch 8140,
New Zealand
Ph +64 (3) 366 5229

Toronto
88 Queens Quay West, Suite 2500
M5J 0B8, Toronto, ON
Ph +1 (416) 278 3704

www.timezoneone.com

(NZ) GST NO 63-260-223
(US) Tax ID 73-165-3790
(CA) BN NO 78295-5488

VIST-IG25-1229

Project notes
4654 | TGRR FY25 | R66 IPW 2025: IPW 2025 Booth Participation and Registration

Registration Management: Coordination and oversight of attendee registration process for Scott Dahl and Darrin Thurman, including setup, monitoring, and support.

Promotional Collateral Design & Production: Creation and delivery of branded materials for event use, including brochures, signage, and handouts. Event Presence Support: General support services to ensure a cohesive and professional booth experience.

Logistics Coordination: Organizing shipping, setup, and breakdown of booth components and materials.

Electrical Services: Coordination and procurement of electrical access and power distribution for booth components and equipment.

Project	Total
4654 TGRR FY25 R66 IPW 2025	US\$25,000.00

Total US\$25,000.00

Invoice #5960 Date: 05/01/2025 Terms: Upon receipt Project: 4529 TCOP FY25 IPW Post Fams	
To Scott Dahl Springfield Convention & Visitors Bureau 1011 S. 2nd Street Springfield, IL 62704	From Chicago 176 North Racine Suite 300 Chicago IL 60607 312.464.1666 MAIN 312.464.0628 FAX Christchurch Level 3, 79 Lichfield Street P.O. Box 13432 Christchurch 8140, New Zealand Ph +64 (3) 366 5229 Toronto 88 Queens Quay West, Suite 2500 M5J 0B8, Toronto, ON Ph +1 (416) 278 3704 www.timezoneone.com (NZ) GST NO 63-260-223 (US) Tax ID 73-165-3790 (CA) BN NO 78295-5488
Project notes 4529 TCOP FY25 IPW Post Fams: Global FAM Trip Support Services This invoice is for planning, coordination, and execution of international familiarization (FAM) trips for media and travel trade attending IPW. Services provided include itinerary development, vendor and partner coordination, travel logistics (air, hotel, ground), group communications, on-site staffing, and follow-up reporting to support destination promotion and relationship-building efforts.	
Project	Total
4529 TCOP FY25 IPW Post Fams	US\$10,000.00
Total US\$10,000.00	

2025-236