

AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING
CONTRACT UW26-05-19 – CRUSHED STONE FOR SHORELINE
STABILIZATION (RIPRAP MATERIALS) WITH CROWN TRUCKING,
INC. IN AN AMOUNT NOT TO EXCEED \$170,900.00
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, by the previous action, the Specifications Committee approved specifications for Contract UW26-05-19 – Crushed Stone for Shoreline Stabilization (Riprap Materials) for the Office of Public Utilities, and

WHEREAS, as described in said specifications, an advertisement for bids for Contract UW26-05-19 was placed, and

WHEREAS, Crown Trucking Inc. ("Crown") submitted the lowest bid, and

WHEREAS, the proposed contract documents and bid proposals are on file in the Office of the City Clerk and identified by Contract Index No. UW26-05-19.

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 Crown for Contract UW26-05-19 – Crushed Stone for Shoreline Stabilization (Riprap Materials) in an amount not to exceed One Hundred Seventy Thousand Nine Hundred Dollars and No Cents (\$170,900.00) for the Office of Public Utilities.

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

Section 3. The payment to Crown for the total maximum amount of One Hundred Seventy Thousand Nine Hundred Dollars and No Cents (\$170,900.00) from Account No. 101-100-BC-6101-1407 is hereby authorized, approved, and directed.

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

PASSED: _____, 2025

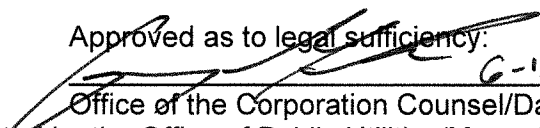
SIGNED: _____, 2025

RECORDED: _____, 2025

MAYOR

ATTEST: _____

Approved as to legal sufficiency:



Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: Crown Trucking Inc.
CONTRACT AMOUNT: \$170,900.00
TYPE OF AWARD: Low Bid / UW26-05-19

PRIOR ORDINANCE INFORMATION:

Most recent contract: Ord. 233-06-23, UW24-04-16, Callender Construction Company, Inc., 1 yr., \$156,960.00, Low Bid; Ord. 251-07-24 for a 1-year extension with no additional funding needed.

INFORMATION:

This is a standard ordinance for the purchase of riprap materials.

This Ordinance accepts Contract UW26-05-19 in an amount not to exceed \$170,900.00 with Crown Trucking Inc. ("Crown") to purchase crushed stone (riprap materials) for the Lake Springfield Shoreline Stabilization Program. Crown will provide 600 tons of 2" filter stone, 3100 tons of 12" stone riprap, and 1400 tons of 4"-5" gabion stone. The 2" stone is used alone or in conjunction with filter fabric underneath stone riprap as bedding and as a filter medium to stabilize shorelines. The 12" stone is used over a filtering medium to prevent damage to the shoreline from wave action. The gabion stone is also used to avoid damage to the shoreline from wave action at Lake Springfield.

There were two (2) bidders on this contract; neither were local vendors. Crown is a vendor within Sangamon County and submitted the lowest bid.

CITY WATER, LIGHT & POWER

LAND AND WATER RESOURCES DEPARTMENT

Bid Tabulations for

Rip Rap Bids

Date: June 4, 2025

Contract #: UW26-05-19

Item Description	Callender Construction 928 W. Washington St Pittsfield, Illinois 62363	Crown Trucking, Inc. 13845 Cotton Hill Rd Pawnee, IL 62558
	Price	Price
1000 Tons 2" Filter Stone	\$ 16,560.00	\$ 16,050.00
3200 Tons 12" Stone RipRap	\$ 113,181.00	\$ 110,050.00
1000 Tons 4" to 5" Gabion Stone	\$ 46,564.00	\$ 44,800.00
Lump Sum Price For Contract	\$ 176,305.00	\$ 170,900.00
Sangamon County Local Vendor (3%)		
		5,289.15
Evaluated Total:	181,594.15	170,900.00

* Recommend award of bid to Crown Trucking, low evaluated bid (low bid).



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

COMMODITIES

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

Date: **May 6, 2025**
Fax: 217-789-2207

Contract Index No: **UW26-05-19**

Contract Name: **Crushed Stone For Shoreline Stabilization (Riprap Materials)**

Pre Bid Meeting: **N/A**

Bid Security: **N/A**

Bid opening Due Date: **2:00 P.M. Central Time USA Thursday, May 22, 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: CROWN TRUCKING, INC.

Contact Name: Crushed Stone For Shoreline Stabilization (Rip Rap Materials)

Vendor Address: 13845 Cotton Hill Rd. Pawnee, IL 62558

Vendor E-Mail: Crown-trucking@yahoo.com

Phone: 217-646-8086 Fax: N/A

PRICE PAGE FOR
CRUSHED STONE
FOR SHORELINE STABILIZATION (RIPRAP MATERIALS)

The quantities listed below are for estimation purposes only. There is no guarantee as to the actual quantities of each item to be purchased under the Contract(s).

In instances where a discrepancy occurs between the unit price and the extended price, the unit price will take precedence. It is the intent of the City to award one contract to the bidder who submits the low bid meeting specifications for all three (3) items.

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
2" Filter Stone	600 tons	\$ <u>26.75</u> /ton	\$ <u>16,050.00</u>
12" Stone Riprap, RR4	3,100 tons	\$ <u>35.50</u> /ton	\$ <u>110,050.00</u>
4" to 5" Gabion Stone, RR3	1,400 tons	\$ <u>32.00</u> /ton	\$ <u>44,800.00</u>
<u>TOTAL OF ALL ITEMS BID</u>			\$ <u>170,900.00</u>

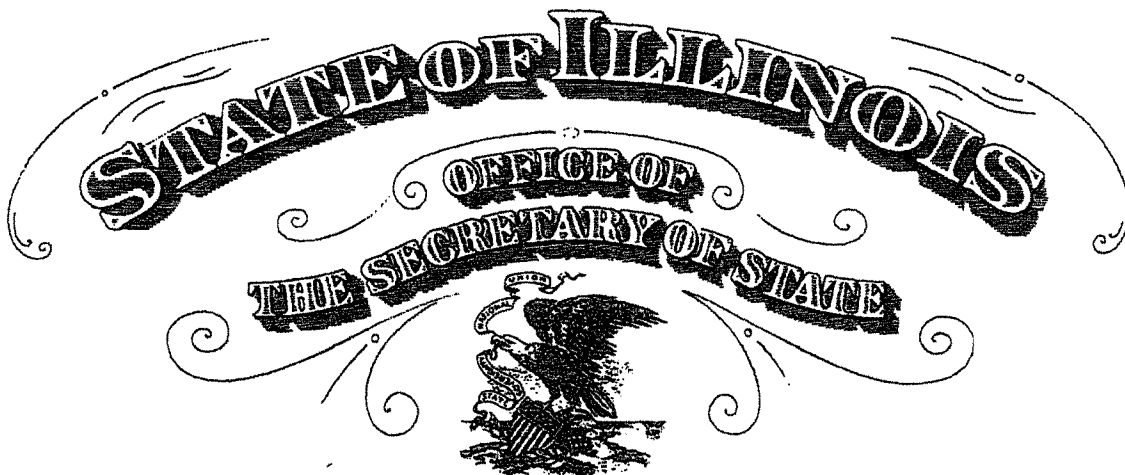
Use the space below to make any clarifications or comments:

Informational

Bidder's Name: CROWN TRUCKING INC
Address: 13845 Cotton Hill Road Pawnee IL 62558
Telephone: 217-646-8086 Cell 217-741-6322
Contact Person: Michelle Clauser

File Number

2044-475-4



To all to whom these Presents Shall Come, Greeting:

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

CROWN TRUCKING INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON DECEMBER 29, 1967, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 11TH
day of MARCH A.D. 2025 .

Authentication #: 2507002970 verifiable until 03/11/2026
Authenticate at: <https://www.ilsos.gov>

Alexi Giannoulis
SECRETARY OF STATE

2025-253

ORDINANCE FACT SHEET

DATE OF 1st READING: 06-17-24

OFFICE REQUESTING: Office of Public UtilitiesCONTACT PERSON: Michelle CarlislePHONE NUMBER: x-2626EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: 170,900.00SUGGESTED TITLE: Accepting & authorize bid / bid # & title / item(s) / vendor / dollar amount / for Office of Public UtilitiesCONTRACTOR / VENDOR NAME: Crown Trucking, Inc.VENDOR NO: CR010177CONTRACT TERM: 1 year Change in Scope Yes ☐ No ☒CONTRACT AMOUNT: see above
(Original amount if change order) Change Order # - Additional Amount -

Method of Purchase (check one)

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

Previous Ord #'s 251-07-24Is 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	101	100	BC	6101	1407	170,900.00
2						
3						
4						

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

Bid tab, pages from bid book

STAFF ANALYSIS

Annual ordinance to approve & authorize a contract (UW26-05-19) for Rip Rap Materials for the Lake Springfield Shoreline Stabilization Program.

FUNDS CHECK BY: Cavanaugh, Rachel H. Digitally signed by Cavanaugh, Rachel H.
Date: 2025.06.05 10:18:06 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown
Date: 2025.06.05 09:37:39 -05'00'

Date: _____

CITY PURCHASING AGENT: Lesko, Mike Digitally signed by Lesko, Mike
Date: 2025.06.05 10:23:08 -05'00'

Date: _____

SIGN OFF: _____

(Mayor's Signature)

Ramona Metzger

Digitally signed by Ramona Metzger
Date: 2025.06.05 11:10:36 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2025 - 253

AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING CONTRACT UE26-04-08 – VEEAM CLOUD BACKUP SUBSCRIPTION - 3 YEARS WITH MATRIX SYSTEMS GROUP, INC. IN AN AMOUNT NOT TO EXCEED \$306,902.16, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, by previous action, the Specifications Committee approved specifications for Contract UE26-04-08 – Veeam Cloud Backup Subscription - 3 Years, for the Office of Public Utilities, and

WHEREAS, as described in said specifications, an advertisement for bids for Contract UE26-04-08 was placed, and

WHEREAS, Matrix Systems Group, Inc. ("Matrix") bid became the lowest bid submitted after SHI International Corp. withdrew their 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. UE26-04-08.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and accepts the bid from Matrix for Contract UE26-04-08 – Veeam Cloud Backup Subscription - 3 Years in an amount not to exceed Three Hundred Six Thousand Nine Hundred Two Dollars and Sixteen Cents (\$306,902.16) for the Office of Public Utilities.

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

Section 3. The payment to Matrix for the total maximum amount of Three Hundred Six Thousand Nine Hundred Two Dollars and Sixteen Cents (\$306,902.16) from Account Nos. 101-200-JB-6246-1601 and 102-200-JB-7846-1601 is hereby authorized, approved, and directed.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

ATTEST: _____

MAYOR

Approved as to legal sufficiency:

 6-11-25

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: Matrix Systems Group, Inc.

CONTRACT AMOUNT: \$306,902.16

TYPE OF AWARD: Low Bid / UE26-04-08

PRIOR ORDINANCE INFORMATION:

n/a

INFORMATION:

This ordinance accepts Contract UE26-04-08 – Veeam Cloud Backup Subscription for a three (3) year period for a total amount not to exceed \$306,902.16, with Matrix Systems Group, Inc. ("Matrix"). The subscription is for the software and cloud services for Microsoft 365 data, including Premises, Virtual Backup, and emails for the Office of Public Utilities, Information Systems Division.

This subscription includes 200 Terabytes of cloud storage for on-premises data and in-cloud backup. The Utility will pay for subscription annually at the cost of \$102,300.72 and invoice the Office of Budget and Management for the City's portion of the expenditure.

There were thirteen (13) bidders on this contract. SHI was originally selected as the lowest bid but withdrew their bid. Matrix is now the lowest bid, and they are a local vendor.

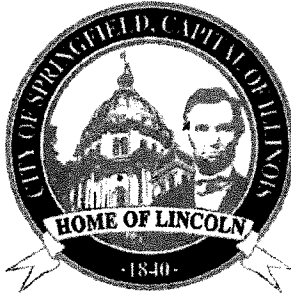
2025-254

CONTRACT NAME: Veeam Backup Subscription
 CONTRACT NO: UE26-04-08
 DEPARTMENT: Information Systems Division
 DATE: May 15, 2025



	SHI Somerset, NJ	Acachi Austin, TX	Aktel Silver Sprin, MD	Princeton IT Services Princeton, NJ	Omnia Datics Fresno, CA	CDWG Chicago, IL	AKA Comp Solutions Chicago, IL
TOTAL BID	Withdraw Bid	\$354,551.13	\$379,341.33	\$329,838.36	\$321,576.30	\$335,867.40	\$347,997.62
5% Local Vendor Preference	From	\$17,727.56	\$18,967.07	\$16,491.92	\$16,078.82	\$16,793.37	\$17,399.88
	Consideration*						
EVALUATED TOTAL		\$372,278.69	\$398,308.40	\$346,330.28	\$337,655.12	\$352,660.77	\$365,397.50
	Matrix Systems Group Springfield, IL	vCloud Tech Inc. Rolling Hills Estates, CA	vPrime Tech Inc. Houston, TX	Golden Five LLC Simi Valley, CA	Hypertec USA, Inc. Tempe, AZ	Zones, LLC Auburn, WA	Coquina Labs New York, NY
TOTAL BID	\$306,902.16	\$333,098.30	\$326,334.81	\$339,163.83	\$346,340.76	\$315,975.00	\$347,595.60
5% Local Vendor Preference	Local	\$16,654.97	\$16,316.74	\$16,956.19	\$17,317.04	\$15,798.75	\$17,379.78
EVALUATED TOTAL	\$306,902.16	\$349,754.27	\$342,651.55	\$356,122.02	\$363,657.80	\$331,773.75	\$364,975.38

Recommend award of bid to Matrix, low evaluated bid meeting specifications.
 *SHI quoted incorrect product and contacted the City to withdraw their 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 8, 2025**
Fax: 217-789-2207

Contract Index No: **UE26-04-08**
Contract Name: **Veeam Cloud Backup Subscription - 3 Years**
Pre Bid Meeting: **N/A**
Bid Security: **N/A**

Bid opening Due Date: 2:00 P.M. Central Time USA Thursday, May 1, 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: Matrix Systems Group, Inc.

Contact Name: Mahdi Elmokashfi

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

Vendor E-Mail: Mahdi@matrixsysinc.com

Phone: 217-522-4940

Fax: 217-679-4657

PRICE PAGE
VEEAM CLOUD BACKUP SUBSCRIPTION – 3 YEARS

Quantity	MFG Part#	Description	Price
17	P-DPPVUL-0I-SA3P1-00	1ST YEAR PAYMENT FOR VEEAM DATA PLATFORM PREMIUM 10 INSTANCE PACK. 3 YEARS SUBSCRIPTION ANNUAL BILLING & PRODUCTION (24/7) SUPPORT. PUBLIC SECTOR.	\$28,451.12
1400	P-VDCFLX-0U-SA3P1-00	1ST YEAR PAYMENT FOR VEEAM DATA CLOUD FOR MICROSOFT 365 FLEX 3 YEARS SUBSCRIPTION ANNUAL BILLING & PRODUCTION (24/7) SUPPORT. PUBLIC SECTOR.	\$45,029.60
200	V-VLTFDN-TB-SA3P1-CR	1ST YEAR PAYMENT FOR VEEAM DATA CLOUD VAULT FOUNDATION FOR AZURE. 1 TB. 3 YEARS SUBSCRIPTION ANNUAL BILLING & PRODUCTION (24/7) SUPPORT. CORE REGION DATA CENTER.	\$28,820.00
		Annual Cost Total	\$102,300.72

17	P-DPPVUL-0I-SA3P2-00	2ND YEAR PAYMENT FOR VEEAM DATA PLATFORM PREMIUM 10 INSTANCE PACK. 3 YEARS SUBSCRIPTION ANNUAL BILLING & PRODUCTION (24/7) SUPPORT. PUBLIC SECTOR.	\$28,451.12
1400	P-VDCFLX-0U-SA3P2-00	2ND YEAR PAYMENT FOR VEEAM DATA CLOUD FOR MICROSOFT 365 FLEX 3 YEARS SUBSCRIPTION ANNUAL BILLING & PRODUCTION (24/7) SUPPORT. PUBLIC SECTOR.	\$45,029.60
200	V-VLTFDN-TB-SA3P2-CR	2ND YEAR PAYMENT FOR VEEAM DATA CLOUD VAULT FOUNDATION FOR AZURE. 1 TB. 3 YEARS SUBSCRIPTION ANNUAL BILLING & PRODUCTION (24/7) SUPPORT. CORE REGION DATA CENTER.	\$28,820.00
		Annual Cost Total	\$102,300.72

17	P-DPPVUL-0I-SA3P3-00	3RD YEAR PAYMENT FOR VEEAM DATA PLATFORM PREMIUM 10 INSTANCE PACK. 3 YEARS SUBSCRIPTION ANNUAL BILLING & PRODUCTION (24/7) SUPPORT. PUBLIC SECTOR.	\$28,451.12
1400	P-VDCFLX-0U-SA3P3-00	3RD YEAR PAYMENT FOR VEEAM DATA CLOUD FOR MICROSOFT 365 FLEX 3 YEARS SUBSCRIPTION ANNUAL BILLING & PRODUCTION (24/7) SUPPORT. PUBLIC SECTOR.	\$45,029.60
200	V-VLTFDN-TB-SA3P3-CR	3RD YEAR PAYMENT FOR VEEAM DATA CLOUD VAULT FOUNDATION FOR AZURE. 1 TB. 3 YEARS SUBSCRIPTION ANNUAL BILLING & PRODUCTION (24/7) SUPPORT. CORE REGION DATA CENTER.	\$28,820.00
		Annual Cost Total	\$102,300.72

Total Cost

\$306,902.16

CLARIFICATIONS

2025-254

ORDINANCE FACT SHEET

DATE OF 1st READING: 06-17-25

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: \$306,902.16

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

CONTRACTOR / VENDOR NAME: Matrix Systems Group, Inc.

VENDOR NO: _____

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

Method of Purchase (check one)

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

☐ Other: _____
☐ Exception: _____
Code Provision: _____

Previous Ord #'s: _____

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	101	200	JB	6246	1601	46,035.32
2	102	200	JB	7846	1601	260,866.84
3						
4						

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

Bid tab, pages from bid book

STAFF ANALYSIS

Accepting contract UE26-04-08 - Veeam Cloud Backup Subscription for a 3 yr. time frame with Matrix System Group, Inc., lowest bidder, for a total cost of \$306,902.16.

FUNDS CHECK BY: Dakota Capranica

Digitally signed by Dakota
Capranica
Date: 2025.06.03 08:37:52 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Doug Brown

Digitally signed by Doug Brown
Date: 2025.06.03 08:07:11
-05'00'

Date: _____

CITY PURCHASING AGENT: J Michael Lesko

Date: 06/03/2025

SIGN OFF:

(Mayor's Signature)

GEM

(Director of OBM)

Ramona Metzger

The information supplied on this form is not confidential information

2025-254

AN ORDINANCE ACCEPTING AND AUTHORIZING THE EXECUTION OF
PROPOSAL NO. UW26-07 WITH J. OROS ENVIRONMENTAL, INC. FOR A
THREE-YEAR TERM IN THE AMOUNT NOT TO EXCEED \$6,181,981.83
FOR THE REMOVAL AND BENEFICIAL REUSE OF FILTER PLANT LIME
MATERIAL PRODUCED BY THE WATER PURIFICATION PLANT,
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves and authorizes execution of Proposal No. UW26-07 with J. Oros Environmental, Inc. ("J. Oros") for a three-year term in an amount not to exceed \$6,181,981.83, for the removal and beneficial reuse of Filter Plant lime material, and

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

WHEREAS, J. Oros submitted the lowest proposal meeting all requirements, and

WHEREAS, the proposal documents with J. Oros shall be on file in the Office of the City Clerk and identified by Request for Proposal No. UW26-07.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and accepts Proposal No. UW26-07 with J. Oros for the removal and beneficial reuse of Filter Plant lime material in an amount not to exceed Six Million One Hundred Eighty-One Thousand Nine Hundred Eighty-One Dollars and Eighty-Three Cents (\$6,181,981.83) for the City of Springfield Office of Public Utilities.

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

Section 3. The payment by the City of Springfield Office of Budget and Management to J. Oros in the amount not to exceed Six Million One Hundred Eighty-One Thousand Nine Hundred Eighty-One Dollars and Eighty-Three Cents (\$6,181,981.83) from Account No. 101-100-BB-6161-1232 is hereby authorized, approved, and directed.

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

PASSED: _____, 2025

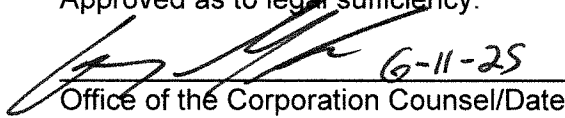
SIGNED: _____, 2025

RECORDED: _____, 2025

MAYOR

ATTEST: _____

Approved as to legal sufficiency:


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

2025-255

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: J. Oros Environmental, Inc.
CONTRACT AMOUNT: \$6,181,981.83
TYPE OF AWARD: Lowest Proposal meeting requirements / UW26-07

PRIOR ORDINANCE INFORMATION:

Previous proposal: Ord. 271-07-10, UE11-01 with Oros & Busch Application Technologies, Inc., *3 yrs, 150,000 tons of lime material, \$9.50 hauling rate (with a fuel adjustment clause), lowest proposal, \$4,750,000.00; *Ord. 376-11-13 corrected the length of contract to 5 yrs.; Ord. 246-07-15, contract extension & additional funding, 5 yrs, \$2,850,000.00; and Ord. 198-06-2020, contract extension and additional funding, 5 yrs, \$3,500,000.00.

INFORMATION:

This Ordinance approves and authorizes the execution of Proposal UW26-07 with J. Oros Environmental, Inc. (J. Oros") for a three-year term in an amount not to exceed \$6,181,981.83 for the removal and beneficial use of Filter Plant lime material.

The proposal provides services for the management of 21,000,000 gallons per year of the Filter Plant lime material, including the removal of the 45,000 tons of lime sludge at the FGDS landfill. The cost of the removals is \$18.50 per ton. All transportation is included in the proposed price and will include local trucking companies. J. Oros will mix the liquid lime to a homogenous blend to maximize the percentage of solids prior to loading.

J. Oros will reuse the material for mine site reclamation at the Crown Mines in Virden and Farmersville and also for land applications at local agriculture sites.

J. Oros 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 30, 2025

SUBJECT: Determination for Sealed Competitive Proposal

I have reviewed the Request for Proposals for RFP# UE26-07 Removal and Beneficial Use of Filter Plant Lime Material and recommended award to J Oros Environmental, Inc. for the Office of Public Utilities.

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

CONTRACT NAME: Removal and Beneficial Reuse of Filter Plant Lime Material

CONTRACT NO: UW26-07

DEPARTMENT: Water Filtration

DATE: May 30, 2025



J. Oros Environmental
Carlinville, IL

Synagro
Baltimore, MD

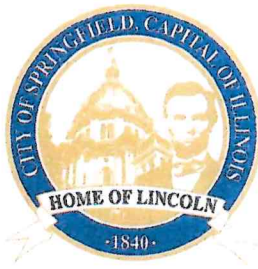
Lime sludge removal cost per wet ton at Lime Lagoons	\$18.50	NO BID
Estimated Quantity in tons	\$289,161.18	NO BID
Subtotal for removal @ Lime Lagoons	\$5,349,481.83	NO BID
Lime sludge removal cost per wet ton at FGDS landfill	\$18.50	\$47.25
Estimated Quantity in tons	\$45,000.00	\$45,000.00
Subtotal for removal @ FGDS land	\$832,500.00	\$2,126,250.00

Total Bid

\$6,181,981.83 INCOMPLETE BID

Recommend award of bid to J. Oros Environmental, INC., low bid.

2025-255



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

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

Date: **April 24, 2025**
Fax: 217-789-2207

Request for Proposal Index No: **RFP UW26-07**

Request for Proposal Name: **Removal & Beneficial Reuse of Filter Plant Lime Material**

Pre Bid Meeting: **N/A**

Bid Security: **N/A**

Due Date 3 P.M. Central Time USA: Thursday, May 15, 2025

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

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

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

Name of Vendor: J. Oros Environmental, Inc.

Contact Name: Jacob Oros

Vendor Address: 14933 Moore Cemetery Rd, Carlinville, IL 62626

Vendor E-Mail: jakeo@orosandbusch.com

Phone: 618-406-6180

Fax: 217-666-4071



14933 Moore Cemetery Road, Carlinville, IL 62626 P: 217.854.6959 F: 217.666.4071

May 14, 2025

City of Springfield, Illinois
Office of Budget and Management
Purchasing Department
300 S Seventh St, Room #200 MCW
Springfield, IL 62701-1681

RE: RFP UW26-07 - Removal and Beneficial Use of Filter Plant Lime Material

J. Oros Environmental, Inc. is a professional residuals management firm, who performs like services to many municipalities, and industrial clients all across the country. Our firm has been providing these services to CWLP for 15 years, and are managed by a group with over 100 years of combined experience in the environmental and residuals management industry. Our main office in IL is less than 25 miles away from the project in Springfield. J. Oros Environmental routinely manages over 2,000,000 yards/tons of material on an annual basis. One hundred percent of this material is beneficially reused in many different types of applications.

J. Oros Environmental proposes to provide services for the management of 21,000,000 gallons per year of the Filter Plant Lime Material, as well as include the option for removal of the 45,000 tons of lime sludge at the FGDS Landfill, for a minimum period of 3 years. We would gladly consider terms of 5, 10, 15, or 20 years, as benefits the needs of the City of Springfield. J. Oros Environmental is not limited in the tonnage amounts we can take on an annual basis, and can manage well in excess of that volume, if it becomes necessary. Annual renewals may require a small increase for fuel adjustments and can be in the form of the Consumer Price Index (CPI) or negotiated between both parties.

All transportation is included in our proposed price and will include local trucking companies. J. Oros Environmental will seek to identify and include any minority, and/or woman owned enterprises in the transportation of the material.

Management of the material would be accomplished in one or more of the following methods:



14933 Moore Cemetery Road, Carlinville, IL 62626 P: 217.854.6959 F: 217.666.4071

* J. Oros Environmental, Inc. will mix the liquid lime to a homogenous blend to maximize the percent solids prior to loading.

* Mine site reclamation - We will use the lime for pH adjustment and other beneficial reuse purposes for the reclamation of our mine site. J. Oros Environmental is contracted by J. Oros Properties, LLC at their Crown Mines located in Virden and Farmersville for long-term management. J. Oros Environmental has received approval from the Federal Abandoned Mine and Land Management offices for the City Water, Light & Power's lime, gypsum, and fly ash residuals for our mine site reclamation program.

For this project, the lime will be loaded into our tankers or side dump trailers and transported to our mine site. The material will be unloaded into our staging area and will be spread in designated areas in accordance with our site management plan. This mine site is an all-weather access site and can take material year-round. This will provide the City with assurances that the material will move on a consistent basis and will not interfere with plant operations.

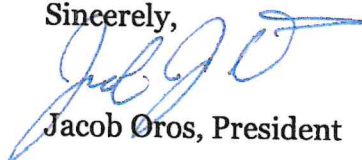
* Land application to local agriculture sites - We will use the lime for pH adjustment and other beneficial reuse purposes on agricultural sites. These proposed sites shall be acquired through marketing of the material as a fertilizer/lime supplement. All required land application permits will be acquired as agricultural sites are identified. J. Oros Environmental currently manages over 40,000 acres of agricultural sites per year for similar type operations.

*The 45,000 tons of dry lime from FGDS will be hauled using side dump trailers and used at the previously described mine site for reclamation.

Our proposed price for each of these disposal options shall be \$18.50 per wet ton for the Filter Plant Lime Material.

We appreciate the opportunity to present this proposal and look forward to meeting with City of Springfield personnel to further discuss these options. If you have any questions, or need further information regarding our company, our experience, or this project, please feel free to contact me at 618-406-6180.

Sincerely,



Jacob Oros, President

ORDINANCE FACT SHEET

DATE OF 1st READING: 06-17-25

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: 6,181,981.83

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

CONTRACTOR / VENDOR NAME: J. Oros Environmental, Inc.

VENDOR NO: VC*0311

CONTRACT TERM: 3 years

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: RPF / lowest proposal
☐ Low Bid Meeting Specs ☐ Exception: _____
☐ Low Evaluated Bid Code Provision: _____

Previous Ord #'s 271-07-10 plus extensions

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	101	100	BB	6161	1232	6,181,981.83
2						
3						
4						

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

Bid tab, pages of proposal

STAFF ANALYSIS

Awarding 3 yr. contract for the removal and beneficial reuse of filter plant lime material.

FUNDS CHECK BY: Cavanaugh, Rachel H.

Digitally signed by Cavanaugh,
Rachel H.
Date: 2025.05.30 09:18:37 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Doug Brown

Digitally signed by Doug Brown
Date: 2025.05.30 08:23:54 -05'00'

Date: _____

CITY PURCHASING AGENT: Lesko, Mike

Digitally signed by Lesko, Mike
Date: 2025.05.30 10:18:25 -05'00'

Date: _____

SIGN OFF:

(Mayor's Signature)

GBM

Ramona Metzger

Digitally signed by Ramona
Metzger
Date: 2025.06.04 09:23:58 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2025 - 255

AN ORDINANCE AUTHORIZING THE PURCHASE OF RECONDITIONED
TRANSFORMERS FROM VARIOUS SELECTED VENDORS FOR A TWO-
YEAR TIMEFRAME IN AN AMOUNT NOT TO EXCEED \$750,000.00
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves the purchase of reconditioned transformers from various selected vendors for a two-year timeframe for the Office of Public Utilities' Transmission and Distribution Division, and

WHEREAS, the vendors are T&R Electric Supply Company, Inc., Emerald Transformer, UTB Transformers, and Maddox Industrial Transformer, and

WHEREAS, transformers currently have extremely long lead times (70-100 weeks), and it is necessary to have them on hand in the event of repair, and

WHEREAS, refurbished and surplus transformers are available on a secondary market. These units are typically reconditioned and carry a 1-3 year warranty from the vendor. Given that inventory for these units is subject to random availability, specific unit purchases cannot be forecast or contracted. Vendor inventory must be evaluated on a recurring basis, matched to inventory needs of the Utility, and purchases made as appropriate, and

WHEREAS, in accordance with the provisions of Section 38.38(a) and/or Section 38.41 of the City Code, the Purchasing Agent has determined that this contract is not subject to sealed competitive bidding.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves the purchase of reconditioned transformers from T&R Electric Supply Company, Inc., Emerald Transformer, UTB Transformers, and Maddox Industrial Transformer in an amount not to exceed Seven Hundred Fifty Thousand Dollars and No Cents (\$750,000.00).

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

Section 3. The payment to the above-mentioned vendors for the total maximum amount of Seven Hundred Fifty Thousand Dollars and No Cents (\$750,000.00) from Account No. 102-100-CBAB-3692-2313 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:

 6-11-25
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

2025 - 256

Office of Public Utilities ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

CONTRACTOR NAME: T&R Electric Supply Company, Inc., Emerald Transformer, UTB Transformers, and Maddox Industrial Transformer

CONTRACT AMOUNT: \$750,000.00

TYPE OF AWARD: Competitive Sealed Bidding Exempt - not practicable or not advantageous, 38.38(a)

PRIOR ORDINANCE INFORMATION:

Ord. 387-09-23, T&R Electric Supply Company, Inc., Emerald Transformer, UTB Transformers, and Maddox Industrial Transformer, 2 yrs., \$600,000.00.

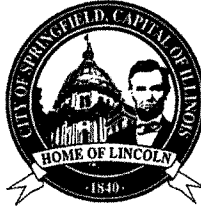
INFORMATION:

Transformers currently have extremely long lead times (70-100 weeks), and it is necessary to have them on hand in the event of repair. The price has also increased by 400-500%. Therefore, it has become necessary and prudent to seek out additional avenues for transformer supply, both to ensure adequate supply overall and to hedge against the risk of delivery delays and price spikes from manufacturers.

Refurbished and surplus transformers are available on a secondary market. These units are typically reconditioned and carry a 1-3 year warranty from the vendor. Given that inventory for these units is subject to random availability, specific unit purchases cannot be forecast or contracted. Vendor inventory must be evaluated on a recurring basis, matched to the inventory needs of the Utility, and purchases made as appropriate.

Given the variable nature of the vendor inventory and the need to purchase suitable units from that inventory rapidly to secure them, the recommendation is to provide a blanket purchase authorization to be utilized in aggregate across four pre-selected vendors for a two-year timeframe.

The vendors are T&R Electric Supply Company, Inc., Emerald Transformer, UTB Transformers, and Maddox Industrial Transformer.



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

MEMORANDUM

TO: Michelle Carlisle

FROM: Anthony Quinones 

DATE: June 6, 2025

SUBJECT: Request for Exemption from Competitive Bidding

I have reviewed the Ordinance Fact Sheet with T&R Electric Supply Company, Inc., Emerald Transformer, UTB Transformers and Maddox Industrial Transformer for establishment of a blanket purchase authorization to purchase reconditioned transformers over a two year period as needs arise in an amount not to exceed \$750,000.00 for CWLP - Office of Public Utilities.

Supply Chain issues, extraordinary procurement lead times and cost increases are the driving factors behind this exemption.

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 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.

Office Memorandum



TO: Scott Rogers
FROM: Shaun Anders
DATE: June 5, 2025
RE: Purchase of Distribution Transformers on Secondary Market

CWLP previously requested authorization to purchase distribution transformers from secondary market distributors under Ordinance 387-09-23 (passed 9/5/23) with the following justification, in part:

"In the past 24 months, unprecedented supply chain issues have affected the electric utility industry. This has been most acute in the availability and pricing of distribution transformers, which provide the necessary link between neighborhood high-voltage distribution systems and the typical service voltage for homes and businesses. Transformers that previously had 6-8 week lead times now routinely exceed 70 weeks and some units exceed 100 weeks; even these delivery dates are sometimes pushed further back as final manufacturing gets closer. A complicating factor is that the new distribution transformer industry almost exclusively manufactures to order – little or no stock is carried and units are not slated for manufacture until ordered. This lead time makes forecasting of needs for new construction especially difficult, since projects from developers and businesses may be conceived and executed in less than 70 weeks. Likewise, costs for these units has risen 400-500% in many cases due to the rise in raw material costs, other manufacturing input costs, and the increase in demand driven by reduced output. Therefore, it has become necessary and prudent to seek out additional avenues for transformer supply, both to ensure adequate supply overall and hedge against risk of delivery delays and price spikes from manufacturers."

Refurbished and surplus transformers are available on a secondary market. These units are typically reconditioned and carry a 1-3 year warranty from the vendor. Given that inventory for these units is subject to random availability, specific unit purchases cannot be forecast or contracted. Vendor inventory must be evaluated on a recurring basis, matched to inventory needs of the utility, and purchases made as appropriate. This is, by definition, a sole-source purchase because it depends on the availability of a given unit, much as when purchasing a used vehicle. Additionally, because of increased prices and lead times for new transformers, the market for refurbished and surplus transformers is very active and available units are sold quickly, limiting the window in which to purchase these transformers when they become available.

These conditions and constraints continue to be an issue. The \$600,000 authorization from the previous ordinance has been exhausted. It is prudent to continue utilizing secondary market purchases to manage inventory needs. Purchases from secondary market distributors have been positive and resulted in delivery of quality transformers.

Given the variable nature of the vendor inventory and the need to purchase suitable units from that inventory rapidly to secure them, the recommendation is to provide a blanket purchase authorization to be utilized in aggregate across multiple, pre-selected vendors. This will allow CWLP to maximize transformer availability to meet the needs of our customers. Specifically, a **\$750,000** aggregate authorization is requested for purchases from the following vendors:

T&R Electric Supply Company, Inc.
P.O. Box 180
Colman, SD 57017

Emerald Transformer
2474 N US HWY 169
Coffeyville, KS 67337

UTB Transformers
P.O. Box 535
Santaquin, UT 84655

Maddox Industrial Transformer
865 Victor Hill Road
Greer, SC 29651

This vendor list may be amended as appropriate through written authorization by the Electric Division Manager

cc: Rick Meadows

ORDINANCE FACT SHEET

DATE OF 1st READING: 06/17/25

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: 750,000.00

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

CONTRACTOR / VENDOR NAME: T&R Electric Supply Company, Emerald Transformer, UTB T

VENDOR NO: various

CONTRACT TERM: 2 yrs

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: see above

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

☐ Low Bid

☐ Low Bid Meeting Specs

☐ Low Evaluated Bid

☐ Other:

☒ Exception: not advantageous

Code Provision: 38.38a / CSP

Previous Ord #'s 387-09-23

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	102	100	CBAB	3692	2313	750,000.00
2						
3						
4						

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

STAFF ANALYSIS

Authorization to purchase refurbished transformers. Supply chain issues continue to be an issue with obtaining new transformers. Refurbished and surplus transformers are available on a secondary market. These units are typically reconditioned and carry a 1-3 year warranty from the vendor. Given that inventory for these units is subject to random availability, specific unit purchases cannot be forecast or contracted. The Utility would like to have the authority to purchase from secondary market distributors.

FUNDS CHECK BY: Dakota Capranica

Digitally signed by Dakota Capranica
Date: 2025.06.06 08:41:33 -05'00'

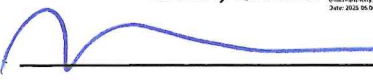
DIRECTOR / SUPERVISOR: Doug Brown

Digitally signed by Doug Brown
Date: 2025.06.06 08:30:25 -05'00'

CITY PURCHASING AGENT: Anthony Quinones

Digitally signed by Anthony Quinones
Date: 2025.06.06 10:20:15 -05'00'

SIGN OFF:

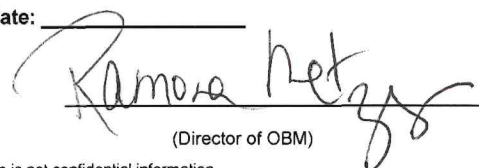

(Mayor's Signature)

Date: _____

Date: _____

Date: _____




(Director of OBM)

The information supplied on this form is not confidential information.

2025 - 256

AN ORDINANCE APPROVING PAYMENT TO TROXELL & COMPANY IN AN
AMOUNT NOT TO EXCEED \$4,300,000.00 FOR A PROPERTY INSURANCE POLICY
FOR 40 CITY OF SPRINGFIELD PROPERTIES FOR A ONE-YEAR TERM
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance authorizes payment in the amount up to \$4,300,000.00 to Troxell & Company for a property insurance policy that includes a One-Year Policy Endorsement for 40 City of Springfield properties for the Office of Public Utilities for a one-year term, and

WHEREAS, said policy includes coverage for buildings, the Dallman Power Plant Unit No. 4, the Water Purification Plant, all substations and large transformers, all water storage towers, the South Fork Pump Station, the Spaulding Dam, and Saddle Dam, and

WHEREAS, under the Federal Terrorism Risk Insurance Act, as amended, the Office of Public Utilities now has the right to purchase insurance coverage for losses arising out of an act of terrorism, and

WHEREAS, this policy includes loss, damage, cost, or expense, arising directly or indirectly as a result of a certified act of terrorism, and

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

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

Section 1. The Council of the City of Springfield, Illinois, hereby authorizes payment up to the amount of Four Million Three Hundred Thousand Dollars and No Cents (\$4,300,000.00) to Troxell & Company for a property insurance policy that includes a One-Year Policy Endorsement for 40 City of Springfield properties for the Office of Public Utilities for a one-year term.

Section 2. The Mayor and the City Clerk are hereby authorized to execute the necessary documents regarding said insurance premium payments on behalf of the City of Springfield Office of Public Utilities.

Section 3. The payment by the City of Springfield Office of Budget and Management to Troxell & Company for the total maximum amount up to Four Million Three Hundred Thousand Dollars and No Cents (\$4,300,000.00) from Account Nos. 101-200-J-6280-1225 and 102-200-J-7883-1225 are hereby authorized, approved, and directed.

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

PASSED: _____, 2025

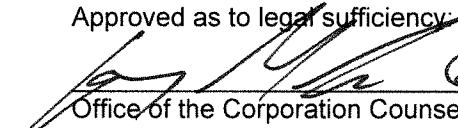
SIGNED: _____, 2025

RECORDED: _____, 2025

MAYOR

ATTEST: _____

Approved as to legal sufficiency:


Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

2025-257

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: Troxell & Company

CONTRACT AMOUNT: \$4,300,000.00

TYPE OF AWARD: Professional Service

PRIOR ORDINANCE INFORMATION:

Most recent: Ord. 254-07-24, 40 properties, Troxell, \$4,600,000.00

INFORMATION:

This Ordinance authorizes payment in an amount up to \$4,300,000.00 for one year to Troxell & Company for a property insurance policy that includes a One-Year Policy Endorsement for 40 City of Springfield properties for the Office of Public Utilities.

The policy includes coverage for buildings, the Dallman Power Plant Unit 4, the Water Purification Plant, all substations and large transformers, all water storage towers, the South Fork Pump Station, the Spaulding Dam, and Saddle Dam.

The coverage is from July 15, 2025 to July 14, 2026.



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

MEMORANDUM

TO: Doug Brow,
Office of Public Utilities

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: June 4, 2025

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet to Troxell & Company to provide property insurance coverage for a one-year term for the City of Springfield, Office of Public Utilities in an amount not to exceed \$4,300,000.00.

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

ORDINANCE FACT SHEET

DATE OF 1st READING: 06-17-25

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: 4,300,000.00

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

CONTRACTOR / VENDOR NAME: Troxell & Company

VENDOR NO: R001290

CONTRACT TERM: 1 year Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: see above

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #'s 254-07-25

☐ Low Bid☐ Other:

Is Purchasing Agent approval required? No ☐ Yes ☒

Low Bid Meeting Specs

☒ Exception: PS

Is Purchasing Agent approval attached? No ☐ Yes ☐

☐ Low Evaluated Bid

Code Provision: 38.42

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	101	200	J	6280	1225	645,000.00
2	102	200	J	7883	1225	3,655,000.00
3						
4						

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

STAFF ANALYSIS

Annual property insurance policy for various CWLP properties.

FUNDS CHECK BY: Dakota Capranica

Date: _____

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown
Date: 2025.06.03 07:57:02 -0500

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.

2025-257

AN ORDINANCE ACCEPTS AND AUTHORIZES THE EXECUTION OF ILLINOIS FINANCE
AUTHORITY'S ("IFA") COMMUNITY CHARGING AND FUELING INFRASTRUCTURE
GRANT, SUBGRANTEE OPPORTUNITY AGREEMENT IN THE AMOUNT OF \$629,064.00, A
SUPPLEMENTAL APPROPRIATION IN AN AMOUNT NOT TO EXCEED \$740,000.00, AND
TO ACCEPT AND AUTHORIZE PROPOSAL UE23-18 WITH HANSON PROFESSIONAL
SERVICES FOR THE DESIGN, PURCHASE, AND INSTALLATION OF ELECTRIC VEHICLE
CHARGING STATIONS IN AN AMOUNT NOT TO EXCEED \$740,000.000
FOR THE OFFICE OF PUBLIC UTILITIES

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

WHEREAS, this Ordinance accepts and authorizes the execution of the Illinois Finance Authority's ("IFA") Community Charging and Fueling Infrastructure Grant, Subgrantee Opportunity Agreement, SAIN #2025-023619-02, as part of a joint application to support the development of electric vehicle charging infrastructure in an amount of \$629,064.00 on behalf of the City of Springfield Office of Public Utilities, and

WHEREAS, the Office of Public Utilities is requesting a supplemental appropriation in the amount of \$740,000.00 from funds received through this grant (\$629,064.00) and from Fund Balance (\$110,936.00), and

WHEREAS, this Ordinance also approves and authorizes execution of Proposal No. UE23-18 with Hanson Professional Services ("Hanson") in an amount not to exceed \$740,000.00, for the design, purchase, and installation of electric vehicle charging stations, and

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

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

WHEREAS, it is in the best interest of the City of Springfield Office of Public Utilities to accept said grants from the IFA, copies of which shall be on file with the City Clerk, to authorize the supplemental appropriation in an amount not to exceed \$740,000.00, and to accept authorize Proposal No. UE23-18 with Hanson, which will also be on file in the Office of the City Clerk.

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

Section 1. The Council of the City of Springfield, Illinois, hereby accepts and authorizes the execution of the IFA Community Charging and Fueling Infrastructure Grant, Subgrantee Opportunity Agreement, SAIN #2025-023619-02 in the amount of Six Hundred Twenty-Nine Thousand Sixty-Four Dollars and No Cents (\$629,064.00) from the IFA on behalf of the City of Springfield Office of Public Utilities.

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

Section 3. The City of Springfield Office of Budget and Management is hereby to effectuate the supplemental appropriation for the Office of Public Utilities from the IFA Grant's Revenue Account 1102-100-8235-CW77 into expenditure account 102-100-CBAE-2682-2313 in an amount of Six Hundred Twenty-Nine Thousand Sixty-Four Dollars and No Cents (\$629,064.00).

Section 4. The City of Springfield Office of Budget and Management is hereby to also effectuate the supplemental appropriation for the Office of Public Utilities from Fund Balance into expenditure account

102-100-CBAE-2682-2313 in an amount of One Hundred Ten Thousand Nine Hundred Thirty-Six Dollars and No Cents (\$110,936.00).

Section 5. The payment to Hanson for the total maximum amount of Seven Hundred Forty Thousand Dollars and No Cents (\$740,000.00) from Account No. 102-100-CBAE-3682-2313 is hereby authorized, approved, and directed.

Section 6. That the City Clerk is hereby directed to publish this Ordinance in pamphlet form.

Section 7. 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

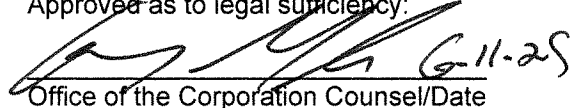
SIGNED: _____, 2025

RECORDED: _____, 2025

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 6-11-25
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: Illinois Finance Authority / Hanson Professional Services
("IFA")

CONTRACT AMOUNT: -\$629,064.00 / \$740,000.00

TYPE OF AWARD: Accepting Grant, / RFP UE23-18, Lowest & best
Supplemental, at meeting needs of project

PRIOR ORDINANCE INFORMATION:

Most recent: Ord. 364-10-2020, UE21-08-32, Mississippi Lime Company, 38 months (Jan. 1, 2021 – Feb. 29, 2024), 1000 tons per year average, \$675,000.00, Low bid.

INFORMATION:

This Ordinance accepts and authorizes the execution of the Illinois Finance Authority's ("IFA") Community Charging and Fueling Infrastructure Grant, Subgrantee Opportunity Agreement, SAIN #2025-023619-02, as part of a joint application to support the development of electric vehicle charging infrastructure in an amount of \$629,064.00 on behalf of the City of Springfield Office of Public Utilities.

The Office of Public Utilities is requesting a supplemental appropriation to cover the cost of designing, purchasing, and installing charging stations at various locations for electric vehicles in a total amount not to exceed \$740,000.000; \$629,064.00 from funds received through this grant and \$110,936.00 from fund balance.

This Ordinance also accepts and authorizes Proposal UE23-18 - Design, Purchase, and Installation of Electric Vehicle Charging Stations with Hanson Professional Services. ("Hanson") in an amount not to exceed \$740,000.00. The contract will be for a 1-year term for the 2026 Fiscal Year.

There were eight bidders on this proposal. Hanson submitted the lowest bid and best proposal meeting the needs of the Utility. Following negotiations and further coordination between the City and Hanson, the original scope of services was refined to better reflect project needs, grant timelines, and available funding. The revised proposal UE23-18 is a City of Springfield, Office of Public Utilities initiative led by CWLP to deploy 40 Level 2 EV charging ports across nine publicly accessible locations throughout Springfield. Installing EV infrastructure helps advance the City's broader electrification, air quality, and community charging goals, while also preparing Springfield's public infrastructure to support continued EV adoption.

Hanson is a local vendor and will provide turnkey design and installation services.



**GRANT AGREEMENT
BETWEEN
Illinois Finance Authority
AND
City of Springfield**

The parties to this Grant Agreement (Agreement) are the **Illinois Finance Authority** (Grantor) and **City of Springfield** (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

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

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

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

By: _____
Signature of Christopher Meister, Executive Director
By: _____
Signature of Designee
Date: _____
Printed Name: _____
Printed Title: _____
Designee

By: _____
Signature of Authorized Representative *GEM*
Date: _____
Printed Name: Misty Buscher
Printed Title: Mayor
E-mail: _____

By: _____
Signature of Second Grantor Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____
Second Grantor Approver

By: _____
Signature of Second Grantee Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____
Second Grantee Approver
(optional at Grantee's discretion)

By: _____
Signature of Third Grantor Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____
Third Grantor Approver

PART ONE – THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE II
AWARD INFORMATION**

2.1. Term. This Agreement is effective on 07/01/2025 and expires on 07/01/2031 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds are estimated to be \$629,064.00, of which \$629,064.00 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in PART TWO or PART THREE): Follow instructions in Article XLIV.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is R4FQ(194). The federal awarding agency is Federal Highway Administration, and the Federal Award date is 12/31/2024 12:00 AM. If applicable, the Assistance Listing Program Title is Highway Planning and Construction and Assistance Listing Number is 20.205. The Catalog of State Financial Assistance (CSFA) Number is 560-02-3619 and the CSFA Name is Community Charging and Fueling Infrastructure Grants - Subgrantee Opportunity. If applicable, the State Award Identification Number (SAIN) is 2025-023619-02.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 C.F.R. 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 C.F.R. Part 180 as supplemented by 2 C.F.R. Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 C.F.R. Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 C.F.R. 200.113 and Appendix XII of 2 C.F.R. Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A, PART TWO or PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 C.F.R. 200.458.

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

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

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

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 C.F.R. 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 C.F.R. 200.305(b)(12), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee and its subrecipients must remit annually any amount due in accordance with 2 C.F.R. 200.305(b)(12) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 C.F.R. 200.305(b)(10), (b)(11).

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

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

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V
SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

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

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for

scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 C.F.R. 200.308.

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

ARTICLE VI BUDGET

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

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

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

ARTICLE VII ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

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

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

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

- (i) Appendix VII to 2 C.F.R. Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,
- (ii) Appendix III to 2 C.F.R. Part 200 governs Indirect Cost Rate Proposals for public

and private institutions of higher education,

(iii) Appendix IV to 2 C.F.R. Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 C.F.R. Part 200 governs state/Local Government-wide Central Service Cost Allocation Plans.

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

(d) A grantee who does not have a current negotiated rate, may elect to charge a *de minimis* rate up to 15 percent of modified total direct costs, which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 C.F.R. 200.414(f).

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

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

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

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 C.F.R. 200.305(b)(9) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 C.F.R. 200.302.

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

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

(ii) If records do not meet the standards in 2 C.F.R. 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 C.F.R. 200.430(g)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative

time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

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

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

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

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

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

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

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

ARTICLE VIII LOBBYING

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

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

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

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

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

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

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

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

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

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

TWO or PART THREE.

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in PART TWO or PART THREE. Grantee must submit reports to Grantor describing the expenditure(s) of the funds related thereto at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either PART TWO or PART THREE (approved as an exception by GATU) or on Exhibit E pursuant to specific conditions. 2 C.F.R. 200.328(b). Any report required by 30 ILCS 708/125 may be detailed in PART TWO or PART THREE.

10.2. Financial Close-out Report.

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

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

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

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

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

11.3. Content of Performance Reports. Pursuant to 2 C.F.R. 200.329(b) and (c), all performance reports must relate the financial data and project or program accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the reporting period (for example, comparing costs to units of accomplishment); computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; the reasons why established goals were not met, if appropriate; and additional information, analysis, and explanation of any cost overruns or higher-than-expected unit costs. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

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

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

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

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

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

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

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

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 C.F.R. 200.501 and other applicable sections of Subpart F of 2 C.F.R. Part 200. The audit report packet must be completed as described in 2 C.F.R. 200.512 (single audit) or 2 C.F.R. 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 C.F.R. 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all

required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least \$750,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$750,000 in State-issued Awards, but expends at least \$500,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 C.F.R. 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 C.F.R. 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 C.F.R. 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

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

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in

accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

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

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

- (a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.
- (b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 C.F.R. 200.340(a)(3).
- (c) This Agreement may be terminated, in whole or in part, by Grantor:
 - (i) Pursuant to a funding failure under Paragraph 4.1;
 - (ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or
 - (iii) If the Award no longer effectuates the Program goals or agency priorities and if this termination is permitted in the terms and conditions of the Award, which must be detailed in Exhibit A, PART TWO or PART THREE.

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

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

the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

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

13.5. Effects of Suspension and Termination.

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

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

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

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

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

**ARTICLE XIV
SUBCONTRACTS/SUBAWARDS**

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must follow all applicable requirements set forth in 2 C.F.R. 200.332.

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

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

**ARTICLE XV
NOTICE OF CHANGE**

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

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

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

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

**ARTICLE XVI
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP**

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

**ARTICLE XVII
CONFLICT OF INTEREST**

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 C.F.R. 200.112; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State

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

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

ARTICLE XVIII EQUIPMENT OR PROPERTY

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

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

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 C.F.R. 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 C.F.R. 200.317–200.327 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

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

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

**ARTICLE XIX
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 C.F.R. 200.421(e). To use Grant Funds in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, these uses must be allowable under 2 C.F.R. 200.421 and 200.467 and Grantee must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 C.F.R. 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

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

**ARTICLE XX
INSURANCE**

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

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

**ARTICLE XXI
LAWSUITS AND INDEMNIFICATION**

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

21.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of

contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

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

ARTICLE XXII MISCELLANEOUS

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

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

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

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

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

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

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

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

22.9. **Compliance with Freedom of Information Act.** Upon request, Grantee must make available to

Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq.*) and the whistleblower protections set forth in 2 C.F.R. 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. Precedence.

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

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

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

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

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

22.15. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

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

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EXHIBIT A

PROJECT DESCRIPTION

Grantee Organization Name: City of Springfield

The Project must meet all requirements specified in 23 C.F.R. Part 680, the National Electric Vehicle Infrastructure (NEVI) Standards and Requirements. Terms not defined in this Agreement shall have the meaning set forth in 23 C.F.R. Part 680 unless otherwise specified herein. The Project shall meet the requirements listed in this Agreement and the agreed-upon, program-specific terms in the Notice of State Award (incorporated by reference).

The Project consists of the planning, design, construction, operation and maintenance of publicly accessible electric vehicle charging stations located at the following Site(s):

Site Name	County	Street Address	City	ZIP	Space Type	Level 2 Stations	Total Ports
Target	Sangamon	3401 Freedom Drive	Springfield	62704	Parking Lot	2	4
Orange Theory Fitness	Sangamon	2400 Wabash Avenue	Springfield	62704	Parking Lot	2	4
Chatham Center Square	Sangamon	1700 Wabash Avenue	Springfield	62704	Parking Lot	2	4
Lincoln Historic Site	Sangamon	501 South 7th Street	Springfield	62701	Parking Lot	2	4
Y-Block	Sangamon	401 South 5th Street	Springfield	62701	Parking Lot	3	6
Old State Capitol Plaza	Sangamon	500 East Adams Street	Springfield	62701	Parking Lot	3	6
Bank of Springfield Plaza	Sangamon	700 East Washington Street	Springfield	62701	Parking Lot	2	4
Municipal Complex	Sangamon	700 East Monroe Street	Springfield	62701	Curbside	2	4
University of Illinois - Springfield	Sangamon	1 University Plaza	Springfield	62703	Curbside	2	4

The Grantee shall install no less than four (4) Direct Current Fast Charger (DCFC) charging ports per site or not less than four (4) AC Level 2 charging ports per site.

Each charging connector must meet applicable industry standards, which, pursuant to requirements of 23 C.F.R. 680.106, include:

1. Each DCFC charging port must be capable of charging any Combined Charging System (CCS)-compliant vehicle and must have at least one permanently attached CCS Type 1 connector.
2. Each AC Level 2 charging port must have a permanently attached J1772 connector and must charge any J1772-compliant vehicles.
3. Per Federal Highway Administration commentary on the NEVI regulations at 23 C.F.R. Part 680 (88 F.R. 12736), 23 C.F.R. 680.106(c) allows for permanently attached non-proprietary connectors (such as NACS) to be provided on each charging port so long as the requirements of 23 C.F.R. 680 are met.

For the purposes of this Agreement the “Period of Performance” shall include the length of time during which a Grantee is obligated to provide Operations and Maintenance services for the EV charging station, which is a period of not less than 5 years from the initial date of operation of the EV charging station (the “Operating Period,” as defined below). The Operating Period will begin on the Initial Operation Date identified in the Notice of Acceptance.

Grantee shall, and will contractually require, that its contractors abide by and conform to all applicable local, state, and federal laws, regulations, ordinances, and standards in the performance of the Project. Without limiting any other duty or obligation of Grantee, Grantee shall ensure that all Project installations, Charging Stations, and EV Chargers comply with local, state, and federal accessibility guidelines.

Grantee shall be responsible for cybersecurity as it relates to owning, operating, maintaining, and data sharing for the EVSE. Grantee shall ensure that all contracts under this Agreement have terms to ensure its contractors comply with applicable provisions of the NEVI program.

Grantee and its contractors shall also comply with the following requirements:

1. EV Charging Station Installation Requirements

a. Installation

- Obtain all required local, state, and federal permits for installation and operation.
- Ensure all personnel involved in installation, maintenance, and operation meet NEVI Standard 680.106(j) requirements:
 - Electricians must be Electric Vehicle Infrastructure Training Program (EVITP)-certified or have completed a registered apprenticeship program for electricians with charger-specific training.
 - For projects requiring multiple electricians, at least one must meet the above requirements, and another must be enrolled in an electrical apprenticeship program.
 - Non-electrical onsite workers must have appropriate licenses, certifications, and training per state requirements.
- Ensure all personnel involved in installation, maintenance, and operation have a Certification from the Illinois Commerce Commission EV Charging Station Installer Program.
- Ensure all installation work—including site preparation, equipment setup, signage, electrical interconnections, and billing systems—complies with:
 - Manufacturer specifications
 - Project design and bid specifications
 - Local, state, and federal zoning and code requirements
 - Functionality and performance standards

- Coordinate installation activities with the equipment manufacturer, host site, networking provider, electric utility, and subcontractors as needed.

b. Charging Equipment Requirements

All equipment must:

- Be new and unused (not refurbished or remanufactured).
- Meet minimum specifications, including:
 - DCFC Stations: At least four CCS-compatible charging ports per site. The total DCFC charging station power capacity shall be no less than 600 kilowatts
 - Level 2 Stations: At least four J1772-compatible charging ports per site.
 - Voltage & Power:
 - DCFC: Support 250V–920V DC output.
 - Level 2: Continuous power delivery rating of at least 6 kW per port, and capable of providing at least 6 kW per port simultaneously across all AC Level 2 ports. Level 2 chargers may conduct power sharing and/or participate in smart charge management programs so long as each charging port continues to meet an EV's demand for power up to 6 kW.
- Include factory-calibrated cables, connectors, and accessories.
- Use the most current software version at installation.
- Feature safety mechanisms (e.g., automatic power shutoff, overcurrent protection).
- Be UL-certified or approved by an OSHA Nationally Recognized Testing Laboratory.
- Be weather-resistant and protected against extreme conditions.
- Have barriers to prevent damage from snow removal equipment.
- Include tamper-proof design and vandalism deterrents.
- Feature a cord management system to prevent hazards and comply with NEC Article 625.
- Be compliant with all NEC and FCC safety regulations.

c. Interoperability & Network Requirements

- EV-to-charger communication: Chargers must conform to ISO 15118-3 and must have hardware capable of implementing both ISO 15118-2 & ISO 118-20. Charger software must conform to ISO 15118-2 and be capable of Plug and Charge.
- Charger-to-network communication: Must use OCPP 2.0.1 or higher.
- Network-to-network communication: Must comply with OCPI 2.2.1 to enable seamless user access.
- Network switching capability: Chargers must allow secure switching between providers without hardware changes.
- Network security & connectivity:
 - Chargers must use secure communication methods and support remote monitoring, diagnostics, and smart charge management.
 - Data reporting must include real-time charger status, pricing, uptime, and power/energy dispensed.
- Network disruption handling: Chargers must function during temporary network outages, providing minimum required power.

d. Data Capture & Reporting

Each charger must provide real-time data on:

- Charging session start/stop times
- Total kWh dispensed and maximum kW demand
- User fees per session
- Charger status & health
- Malfunctions/errors
- Full site-level energy demand
- If applicable, battery energy storage system (BESS) state-of-charge
- Grantee is strongly encouraged to include EV-ChART reporting as a contractual requirement for their EVSE providers and software vendors, ensuring that these contractors are responsible for submitting all required data to FHWA using their existing software platforms.

e. Payment & Pricing Requirements

- Chargers must accept contactless credit/debit cards and a toll-free or SMS-based payment option.
- No membership required for use.
- No power curtailment based on payment method.
- Prices must be displayed in real time on the charger and via the network.
- Fees (including additional parking/entry charges) must be clearly disclosed.
- Rates may increase over five years only by CPI-based adjustments.

f. Customer Data Privacy

Grantee must require charging station operators to:

- Limit personal data collection to what is necessary for charging services.
- Adhere to PCI DSS standards for payment security.
- Safeguard consumer data with appropriate security measures.

g. Signage & Accessibility

- On-site signage must clearly indicate charging station location and reserved EV parking.
- Signage must comply with MUTCD and 23 C.F.R. 750 regulations.
- Stations must be ADA-accessible, with at least one compliant charging space per site.
- Chargers must include safety instructions for users.

• 2. Operation, Maintenance, and Customer Support

a. Operation & Maintenance

The Grantee is responsible for ensuring its charging station operators adhere to the following maintenance and operation standards for each charging station for a period of at least five years from the date each charging station becomes operational:

- Ensure ongoing upkeep of chargers, cables, signage, and site elements.
- Maintain minimum 97% uptime per charger, calculated per NEVI Standard 680.116(b).
 - Any outage lasting more than 4 hours must be reported via:
 - Website & app updates for driver awareness.

- Email notification to IFA within one business day, with cause and resolution timeline.
- Provide a snow removal plan for uninterrupted access.
- Ensure charging data (23 C.F.R. 680.116(c)) is freely available via API.
- List all chargers on PlugShare and AFDC's station locator.

b. Rapid Response & Hardware Availability

- The contractor must maintain access to additional hardware assets within two hours of each site to quickly replace faulty components.
- Any broken EVSE component must be repaired or replaced within 24 hours of issue reporting.

c. Customer Support

- Provide 24/7 toll-free customer support, with the number clearly visible on chargers.
- Offer multilingual, ADA-compliant support options.
- Resolve customer issues remotely when possible.
- Maintain support services throughout the contract period and beyond, if extended.

Noncompliance with the 97% Uptime requirement or with the maintenance and stewardship obligations during the Operating Period are grounds for Grantor to find an event of default under this Agreement. If Grantor makes a determination of non-compliance with either of these requirements in accordance with the procedures set forth in Article XIII, the Grantor may avail itself of any remedies allowed under the Grant Accountability and Transparency Act, the Federal Highway Administration Charging and Fueling Infrastructure Program, or other applicable law and rules, with remedies including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Grantee to the Grantor; suspension or termination of the award; or placement on the Illinois Stop Payment List pursuant to 44 Ill. Adm. Code 7000.80.

For noncompliance with the 97% Uptime requirement per port, as required by 23 C.F.R. Part 680, the Grantor may disallow Grantee's costs using a formula as follows:

- For every percentage point, or fraction thereof, that the 97% Uptime is not met on a per-port basis (measured annually), up to \$800 may be disallowed per port not meeting the 97% Uptime requirement.
- Grantor may waive a disallowance based on noncompliance with the 97% Uptime requirement if Grantee submits a corrective action plan that identifies the causes of noncompliance and, in the Grantor's determination, ensures the impacted charger(s) is available for use and is able to successfully dispense electricity in accordance with requirements for minimum power level.

Additional Definitions:

"Charger" means a device with one or more charging ports and connectors for charging EVs. Also referred to as Electric Vehicle Supply Equipment (EVSE).

"Charging Network Provider" means the entity that operates the digital communication network that remotely manages the chargers. Charging Network Providers may also serve as charging station operators and/or manufacture chargers.

"Charging port" means the system within a charger that charges one EV. A charging port may have multiple connectors, but it can provide power to charge only one EV through one connector at a time.

“Charging Station” means the area in the immediate vicinity of a group of chargers and includes the chargers, supporting equipment, parking areas adjacent to the chargers, and lanes for vehicle ingress and egress. A charging station could comprise only part of the property on which it is located.

“Construction Invoice” means the quarterly invoice submitted by the Grantee for Eligible Project Costs incurred during the Design and Construction Period.

“Deliverable” means any document, work-product, or other written or electronic end product or item required under the Agreement to be delivered or submitted to the Grantor. “Deliverable” does not include notices or correspondence.

“Design and Construction Period” means the period beginning on the Effective Date of this Agreement and ending on the Initial Operation Date specified in the Notice of Acceptance.

“EV-ChART” refers to the national database and analytics platform that is used to submit all federal data requirements to the Federal Highway Association in accordance with 23 C.F.R. 680.112.

“EVITP” refers to a comprehensive training program for the installation of electric vehicle supply equipment.

“EVSE” has the same definition as Charger.

“Grantor Share of Eligible Project Costs” means the proportion of the Total Eligible Project Cost Estimate that the Grantor shall reimburse through federal funds, as per Paragraph 44.6. Also referred to as Grantor Cost Share, and it is equal to the amount of the Grant.

“Grantee Share of Eligible Project Costs” means the proportion of the Total Eligible Project Cost Estimate that the Grantee shall be required to match from non-federal funding sources, as per Paragraph 44.6 of this Agreement. Also referred to as “Grantee Cost Share.”

“Grantor Cost Share Percentage” means the percentage of Eligible Project Costs in each invoicing period that the Grantee shall request from the Grantor in each invoice, as specified in Paragraph 44.6.

“Grantee Cost Share Percentage” means the percentage of Eligible Project Costs in each invoicing period that the Grantee shall match, as specified in Paragraph 44.6.

“Initial Operation Date” means the date specified in the Notice of Acceptance by which the Project must be fully operational and open to the public 24 hours per day, 7 days per week, year-round.

“Notice of Acceptance” means a written notification sent by the Grantor to the Grantee specifying the acceptance of the installed charging station. The Notice of Acceptance will include an Initial Operation Date that marks the start of the Operating Period.

“O&M Invoice” means the annual invoice submitted by the Grantee for Eligible Project Costs incurred during the Operating Period.

“Operating Period” means the length of time during which a Grantee is obligated to provide Operations and Maintenance services for the EV charging station. The Operating Period for this Agreement is 5 years or 60 months. The Operating Period will begin on the Initial Operation Date identified in the Notice of Acceptance.

“Operating Period Payment” means the sum of the annual O&M Invoice payment and the Construction Withholding payment minus any Compliance Deductions from that Operating Year. Grantee will receive Operating

Period Payments (i.e., reimbursement of portions of O&M costs) only if set forth in the Grantee's approved Budget.

"Operating Year" means each 12-month period following the Initial Operation Date until the conclusion of the Period of Performance.

"O&M" means operation and maintenance of the Charging Stations.

"Project" means the planning, design, construction, operation, and maintenance of a publicly accessible EV charging station.

"Site" means the real property, improvements, and fixtures located at the address specified in Exhibit A of this Agreement.

"Site Host" means the owner of the physical location where the EV charging equipment is installed. The Site Host may be the same entity as the Grantee, or a different entity. If they are different entities, a Site Host Agreement must be established between the Grantee and Site Host.

"Total Eligible Project Cost Estimate" means the total Eligible Project Costs inclusive of the Grantor Cost Share and Grantee Cost Share, as per Paragraph 44.6 of this Agreement. The Total Eligible Project Cost Estimate may be adjusted during the term of the Agreement as specified in Paragraph 44.6.

"Uptime" refers to the time over the previous 12 months when a charger's hardware and software are both online and available for use or in use, and the charging port successfully dispenses electricity in accordance with requirements for minimum power level. The minimum uptime requirement for the NEVI Program is for each charging port to have an average annual uptime of greater than 97%, as defined in 23 C.F.R. 680.116.

EXHIBIT B

DELIVERABLES OR MILESTONES

ANTICIPATED PROJECT ACTIVITIES

The table below identifies the tasks, schedule, and deliverables required of each Grantee upon execution of this Agreement.

#	Task Name	Description	Associated Deliverables	Due Date
Contractor Procurement Period				
0.1	EVSE Contractor Procurement	Procure an EVSE turnkey service provider using <u>Procurement of Goods or Services</u> guidelines outlined in Paragraphs 25.1 and 25.2. Additionally, per 23 C.F.R. Part 680, the workforce installing, maintaining, and operating chargers must have appropriate licenses, certifications, and training. Electricians who install, operate, or maintain the EVSE must meet one of the following requirements: • Certification from the Electric Vehicle Infrastructure Training Program (EVITP). • Graduation or a continuing education certificate from a registered apprenticeship program for electricians that includes charger-specific training and is developed as part of a national guideline standard approved by the Department of Labor in consultation with the Department of Transportation. All electricians who install, operate, or maintain the EVSE must have a certification from the Illinois Commerce Commission EV Charging Station Installer Program.	Copy of the RFP or other relevant materials that verify compliance with procurement rules and confirm the selection of a qualified contractor.	<i>Within 30 days of selection of a qualified contractor.</i>
0.2	Copies of all Contracts, Subcontracts, and Agreements with Third Parties	Grantee shall provide copies of all contracts, subcontracts, and agreements between Grantee and third parties, and they must contain all applicable provisions of this Agreement. Copies shall be provided to Grantor within 30 days of execution of said contracts, subcontracts, and agreements.	Copies of all third-party agreements	<i>Within 30 days of execution of said contracts, subcontracts, and agreements</i>
Design and Construction Period				
1.1	Environmental Review Determination Approval	Environmental Review documentation submitted to and approved by IDOT.	N/A. Grantor will provide confirmation once approval is granted by IDOT.	<i>Prior to initiating construction</i>
1.2	Finalized Site Agreement (if applicable)	If applicable, formal, executed contract between Site Host and Grantee to allow the Grantee to construct, operate and maintain an EV charging station at the Site Host's property for a minimum of 5 years from the start of the Operating Period.	Copy of contract between Site Host and Grantee.	<i>Within one month of executing the Agreement</i>

#	Task Name	Description	Associated Deliverables	Due Date
		<i>Necessary only if site host and grantee are two separate entities.</i>		
1.3	Certificate of Insurance	Grantee shall furnish to the Grantor a certificate of insurance, fully executed by an insurance company or companies satisfactory to the Grantor, for the insurance policy or policies required in Articles XX and XXXV , in a form that is acceptable to the Grantor. The certificate shall identify the insurance company firm name and address, Grantee name, policy period, type of policy, limits of coverage, and scope of work covered.	Certificate of Insurance	<i>Prior to initiating construction</i>
1.4	Final Site Plan	Grantee shall submit a Final Site Plan indicating key features, which may include, but is not limited to: surrounding buildings and vegetation, property lines, planned EV charging equipment location, electrical equipment location, ADA compliant parking stall and amenity access, point of connection, and power needed at that location. The Site Plan should align with this Agreement and the Site Host Agreement, if applicable.	Copy of Updated Site Plan.	<i>Prior to initiating construction</i>
1.5	Physical and Cybersecurity Plan	Grantee and its contractors shall provide proof of physical security and cybersecurity measures as it relates to owning, operating, maintaining, and data sharing for the EVSE. Physical security strategies may include topics such as lighting; siting and station design to ensure visibility from onlookers; driver and vehicle safety; video surveillance; emergency call boxes; fire prevention; charger locks; and strategies to prevent tampering and illegal surveillance of payment devices. Cybersecurity strategies may include the following topics: user identity and access management; cryptographic agility and support of multiple PKIs; monitoring and detection; incident prevention and handling; configuration, vulnerability, and software update management; third-party cybersecurity testing and certification; and continuity of operation when communication between the charger and charging network is disrupted. Physical and cybersecurity strategies must be consistent with 23 C.F.R. Part 680 requirements.	1. Physical security strategy 2. Cybersecurity strategy	<i>Prior to initiating construction</i>
1.6	Permitting	If applicable, Grantee shall attain the required federal, state, and local permits in alignment with the dates specified in the Project Schedule. Grantee shall confirm that the design complies with local building code and requirements. Grantee shall include floodplain	Copies of all approved permits	<i>Prior to initiating construction</i>

#	Task Name	Description	Associated Deliverables	Due Date
		permitting, if required. Grantee shall provide copies of all approved permits.		
1.7	Utility Coordination	If applicable, Grantee shall work with the local utility to finalize any required utility work to provide electrical service to the Project. Additionally, if provided by the utility, the Grantee shall provide a signed agreement with the utility to provide the required utility work and/or an invoice from the utility for the customer share of utility costs.	Signed agreement with utility and/or invoice from utility for customer share of utility costs.	<i>Prior to initiating construction</i>
1.8	Installation of EV Charging Infrastructure	Grantee shall obtain and install the EV charging infrastructure, as specified in the Grantee's Final Site Plan and construction drawings. The EV charging infrastructure shall meet the requirements of this Agreement. Grantee shall notify Grantor upon final installation of the EV charging infrastructure.	Notification of completion of installation	<i>Within 12-18 months of executing this Grant Agreement</i>
1.9	Equipment Testing	Once construction, charging equipment installation, and energization of the meter is complete, the Grantee shall perform an Equipment Test. The Grantee must confirm a test has been done and inform the Grantor when the site is fully operational. Metrics to consider during the Equipment Test may include: • Verify that application programming interface (API) works. • Verify charge sessions can be canceled by the EV user via the charger screen interface. • Verify that all payment functions are operational (app, RFID, credit, debit, etc.). • Verify charge sessions are ended when the EV reaches the maximum charging capacity. • Verify remote charger monitor functions work (via OCPP and OCPI). • Verify each charger can charge the same vehicle twice consecutively. • Verify each charger can charge two different vehicles consecutively. • For DCFC, verify that all ports can output 150 kW simultaneously for a minimum of 15 minutes without tripping any breakers or switchgear. • Verify each charger remains operational and charging when the communication network is disabled during a charging session. • Verify each charger can successfully begin and complete a new charging session while the communications network is disabled. • Verify each charger remains operational and charging when the communication network is enabled/restored during a charging session.	Notification of Equipment Testing date and date fully operational, along with pricing plan.	<i>Within two weeks of EVSE installation</i>

#	Task Name	Description	Associated Deliverables	Due Date
1.10	Final Construction Verification Documents	Once construction, charging equipment installation, and energization of the meter is complete, Grantee shall provide final construction verification documents to the Grantor for review. The final construction verification documents shall include: - Copies of approved permits and permit drawings - Site plans/construction drawings, and site photos - Equipment certifications, including Build America Buy America - EVITP certifications for all electricians involved in the EVSE installation, operation, and maintenance. - Written notification from the Utility confirming that interconnection work is complete, and the meter is set, if applicable. - Connectivity Report from network operator confirming that the EVSE is installed and properly communicating with network operator. This can be a simple document from the network operator confirming that there is a connection between the Project and the network operator. - Any additional documentation required by the Grantor for verification	Final Construction Verification Documents	<i>Within 60 days of EVSE installation</i>
1.11	Quarterly Invoices and Performance Reports	Until all stations are operational, the Grantee shall submit all invoices by 15 days following the end of each calendar quarter for costs incurred during that quarter, adhering to all requirements and processes stated in Paragraph 44.6. The Grantee shall also submit performance reports summarizing all Design and Construction Period milestones achieved during that quarter.	- Quarterly Construction Invoice submitted through the AmpliFund system using a formal invoice form, as described in Article XLIV. - Supporting documentation - Quarterly performance report submitted through the AmpliFund system.	<i>Quarterly: 15 days after prior quarter ends (January 15, April 15, July 15, October 15)</i>
Operating Period				
2.1	Quarterly O&M Invoices & Supporting Documentation	Grantee shall work with their contractor(s) to establish a payment plan for O&M. Many contractors will include O&M in upfront costs. If O&M is not included in construction and design invoices, Grantee will continue to submit quarterly O&M invoices. The first O&M invoice must be submitted 15 days following the end of the next calendar quarter after the Initial Operation Date, unless the Initial Operation Date falls between the end of the quarter and 15 days after the quarter ends. For example,	- Quarterly O&M invoice using a formal invoice form, as described in Article XLIV. - Supporting documentation	<i>Quarterly: 15 days after the anniversary of four full calendar quarters from the Initial Operation Date</i>

#	Task Name	Description	Associated Deliverables	Due Date
		stations made operational on March 20 must submit their first O&M invoice by April 15, but stations made operational on April 1 will submit their first O&M invoice by July 15. Subsequent O&M Invoices shall be submitted within 15 days following each calendar quarter thereafter for costs incurred in each subsequent Operating Year, until the five-year Operating Period has concluded. Each invoice shall adhere to all requirements and processes stated in Paragraph 44.6.		
2.2	Federal NEVI Quarterly Data (Modules 2, 3, and 4)	Grantee shall work with their contractor(s) to submit quarterly data reports per 23 C.F.R. 680.112. Data collection shall start the day the Project becomes operational on the Initial Operation Date. The quarterly data reports shall include Module 2: Charging Sessions, Module 3: Uptime, and Data 4: Outages and shall be submitted to EV-ChART in the prescribed format. Grantee shall submit quarterly data reports for 5 years beginning upon receipt of Notice of Acceptance.	Quarterly data submittal using EV-ChART	<i>No later than 10 business days after calendar quarter end</i>
2.3	Federal NEVI Annual Data (Modules 5 and 7)	Grantee shall work with their contractor(s) to submit annual data reports per 23 C.F.R. 680.112. The annual data reports shall include Module 5: Maintenance Costs, Module 7: Station Operator Program and shall be submitted to EV-ChART in the prescribed format. Grantee shall submit annual data reports for 5 years beginning upon receipt of Notice of Acceptance.	Annual data submittal using EV-ChART	<i>By January 31 of the current year for stations that became operational in the preceding year.</i>
2.4	Federal NEVI One-Time Data (Module 1)	Grantee shall work with their contractor(s) to submit the provided EV-ChART Station Registration Form to the Grantor. The Grantor shall submit Module 1: Station Location on behalf of the Grantee	EV-ChART Station Registration Form	<i>Within 30 days of EVSE installation</i>
2.5	Federal NEVI One-Time Data (Modules 6, 8, and 9)	Grantee shall work with their contractor(s) to submit a one-time data report per 23 C.F.R. 680.112. The one-time data report shall include Module 6: Station Operator Identity, Module 8: Distributed Energy Resource (DER) Information, and Module 9: Capital and Installation Costs and shall be submitted to EV-ChART in the prescribed format.	One-time data submittal using EV-ChART	<i>By January 31 of the current year for stations that became operational in the preceding year.</i>
2.6	Quarterly Performance and Financial Reports	Grantees shall submit quarterly a financial and performance report, which includes the Period Performance Reports and Periodic Financial Reports, to the Grantor.	Financial and Performance Report submitted through the AmpliFund system.	<i>Within 15 days of the calendar quarter end.</i>
2.7	Close-out Report Package	Grantee must submit a Close-Out Report Package which includes all financial, performance, and other reports as required by the terms and conditions of the Federal award.	Close-out Report Package	<i>45 calendar days after the end date of the</i>

#	Task Name	Description	Associated Deliverables	Due Date
				<i>Operating Period</i>

OVERSIGHT OF DELIVERABLES

Nothing in the Agreement shall preclude, and Grantee shall not interfere with, any review, inspection, or Oversight of Deliverables or of Work that the Grantor or any Governmental Entity may be entitled to conduct pursuant to their agreements with the Grantor or applicable Law. The Grantor reserves the right to review and require changes of all Deliverables to ensure that the Grantee is meeting program requirements.

Grantee shall respond to and use reasonable efforts to accommodate or otherwise resolve all Grantor comments and objections to Deliverables that are subject to the Grantor's review and comments. The Parties shall communicate promptly about any comments or objections that Grantee determines not to accommodate or otherwise resolve.

Grantor and the Grantee shall remain in regular contact to discuss Deliverables and whether the Grantor believes the Grantee will be able to meet Deliverable due dates.

Grantee shall accommodate the Grantor's reasonable requests for progress meetings, virtual or in-person, from time to time during design and construction and during the Operating Period.

The Grantee shall strive to meet the Deliverable due dates specified; the Grantor acknowledges that circumstances beyond the control of the Grantee or the Grantor may prevent this.

DELAYS

If at any time the Grantee becomes aware that there will be or is likely to be a delay in the work such that Deliverables identified in Exhibit B will be significantly delayed, Grantee shall as soon as reasonably practicable and in any event within ten (10) Business Days of becoming aware of the likely delay give notice to the Grantor to that effect, specifying (a) the reason for the delay or likely delay, and (b) an estimate of the likely effect on the most recent Project Schedule of such delay or likely delay, taking into account any measures that Grantee proposes to adopt to mitigate the consequences of the delay.

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

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

FOR OFFICIAL GRANT NOTIFICATIONS

<u>GRANTOR CONTACT</u>	<u>GRANTEE CONTACT</u>
Name: Claire Brinley	Name: TOM CHI
Title: Program Manager	Title: Projects Manager
Address: 160 N. LaSalle Street Suite S-1000 Chicago, Illinois 60601	Address: 300 S. Seventh St. Room 210 Springfield, IL 62701

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address:

FOR GRANT ADMINISTRATION

<u>GRANTOR CONTACT</u>	<u>GRANTEE CONTACT</u>
Name: Claire Brinley	Name: TOM CHI
Title: Program Manager	Title: Projects Manager
Address: 160 N. LaSalle Street Suite S-1000 Chicago, Illinois 60601	Address: 1008 E MILLER ST SPRINGFIELD, IL 62702-5522
Phone: 312-651-1319	Phone: (217) 757-8520

TTY#:	TTY#:
E-mail Address: cbrinley@il-fa.com	E-mail Address: tom.chi@springfield.il.us

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

For the purpose of this Agreement, performance measures will be used to assess the Grantee's adherence to the requirements enumerated in this Agreement.

The Grantee shall:

1. Complete the quarterly reporting as required in PART TWO – THE GRANTOR SPECIFIC TERMS, Reporting and Exhibit B.
2. Complete the Federal Data Submittals as required in PART THREE – THE PROJECT SPECIFIC TERMS, Federal Data Submittals and Exhibit B.
3. Ensure that each charging port has an average annual uptime of greater than 97% as required in Exhibit A.
4. Operate the EV Charging Station in accordance with the cybersecurity measures, standards and policies specified in the Grantee's approved Cybersecurity Plan.
5. Submit accurate and timely invoices as required in Paragraph 44.6
6. Promptly respond to inquiries by Grantor
7. Promptly notify Project Manager identified in Exhibit C of project delays, cause of said delays and Grantees plan to mitigate the impact of the delays.

For the purpose of this Agreement, performance standards have been established by the Grantor to ensure the Grantee has adequate systems in place to meet the requirements contained in this Agreement.

The Grantee shall:

1. Have adequate financial systems in place to meet the requirements of this Agreement, this includes:
 1. Written policies and procedures to guide program delivery
 2. Internal controls (see Paragraph 7.5, above).
2. Satisfy the financial match requirement (i.e., provide 20% of the Project cost).
3. Have or will have all required audits completed and submitted in a timely manner.
4. Have adequate staff or have the capacity to procure contractors and/or consultants to complete the deliverables enumerated in this Agreement.
5. Have resolved or demonstrate that it is working to resolve and close audit and/or programmatic findings, delays in delivery of prior year agreements, issues of non-compliance and any Project Manager identified issues.

EXHIBIT E

SPECIFIC CONDITIONS

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

From the Internal Controls Questionnaire:

Condition: Grantee must submit, at least semi-annually, documentation to support the status of implementation of corrective action for audit findings.

Risk Explanation: Medium to high risk will result in repeated audit findings, potential questioned cost, and increase of administrative and programmatic specific conditions that will increase the cost of managing the grant program.

How to Fix: Implementation of grantee's corrective action plan.

Timeframe: When corrective action is complete.

From the Programmatic Risk Assessment:

Condition: Grantee must attend a reporting training session held by the Grantor.

Risk Explanation: This is the first year that this grant has existed.

How to Fix: Attend the provided training session.

Timeframe: When corrective action is complete.

Condition: Grantee must provide a copy of the signed agreement with the vendor(s). Grantee must also acknowledge its responsibility for action and performance of external partners in the grant agreement. Grantee must also provide a copy of their vendor management policy or explain how they will oversee the vendor(s) during the project.

Risk Explanation: Grantee will be using most of the grant on subcontracts.

How to Fix: Provide a copy of the signed contract, acknowledge responsibility, and provide a copy of vendor management policy.

Timeframe: When corrective action is complete.

PART TWO – GRANTOR-SPECIFIC TERMS

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

**ARTICLE XXIII
AUDIT**

- 23.1 **Audit.** Grantee shall permit and shall require its contractors (and any subcontractors) and auditors to permit the Grantor, and any authorized agent of the Grantor, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. Grantee agrees to implement any audit findings contained in the Grantor's authorized inspection or review, final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review.

**ARTICLE XXIV
ETHICS**

24.1 **Code of Conduct.**

- (a) **Personal Conflict of Interest.** The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the Grantee may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- i. the employee, officer, board member, or agent, or the partner or immediate family member of any such person; or
- ii. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Grantor may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- (b) **Organizational Conflict of Interest.** The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third-party contractor or Grantee or impair the objectivity in performing the contract work.

**ARTICLE XXV
PROCUREMENT PROCEDURES/EMPLOYMENT OF GRANTOR PERSONNEL**

- 25.1 Procurement of Goods or Services - Federal Funds. For purchases of products or services with any Federal funds that costs more than \$10,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 134), (currently set at \$250,000.00) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any Federal funds for \$250,000 or more will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

For Micro-Purchase (2 C.F.R. 200.67) Procurement of Goods or Services with Federal Funds: where the aggregate amount does not exceed the micro-purchase threshold currently set at \$10,000 (or \$2,000 if the procurement is construction and subject to Davis-Bacon), to the extent practicable, the Grantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Grantee considers the price to be reasonable. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1

- 25.2 Procurement of Goods or Services - State Funds. For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$100,000.00 and \$100,000.00 for professional and artistic services) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any State of Illinois funds for \$50,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or, (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

The Grantee shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

- 25.3 Employment of Grantor Personnel. The Grantee will not employ any person or persons currently employed by the Grantor for any work required by the terms of this Agreement.

**ARTICLE XXVI
REPORTING**

- 26.1 Reporting. As specified in Article X and XI, Grantee agrees to submit quarterly financial and performance reports using the State AmpliFund system. The Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds and performance measures related thereto. The first report shall cover the reporting period after the effective date of the Agreement. Quarterly reports must be submitted no later than

15 calendar days following the period covered by the report. A final report must be submitted to the Grantor 45 days after the end date of the Agreement. Failure to submit the required reports may cause a delay or suspension of funding.

**ARTICLE XXVII
RENEWAL**

27.1 Renewal. This Agreement may not be renewed.

PART THREE –PROJECT-SPECIFIC TERMS

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

ARTICLE XXVIII FEDERAL DATA SUBMITTALS

28.1 Federal Data Submittals.

- a) In addition to the State reporting required per Article X, Article XI and Part Two of this Agreement, the Grantee shall also be responsible for submitting the required Federal Data Submittals. Grantee is strongly encouraged to include EV-ChART reporting as a contractual requirement for their EVSE providers and software vendors, ensuring that these contractors are responsible for submitting all required data to FHWA using their existing software platforms.
- b) Once the EV charging station is operational and in service, the Grantee shall be required to submit the Federal Highway Administration (FHWA) NEVI data reports as outlined in 23 C.F.R. 680.112 on a one-time, quarterly, and annual basis.
- c) Federal NEVI data submission requirements from 23 C.F.R. 680.112 have been broken down into nine modules by the FHWA:
 - i. **Module 1:** Station Location (One-Time)
 - ii. **Module 2:** Charging Sessions (Quarterly)
 - iii. **Module 3:** Uptime (Quarterly)
 - iv. **Module 4:** Outages (Annual)
 - v. **Module 5:** Maintenance Costs (Annual)
 - vi. **Module 6:** Station Operator Identity (One-Time)
 - vii. **Module 7:** Station Operator Program (Annual)
 - viii. **Module 8:** Distributed Energy Resource (DER) Information (One-Time)
 - ix. **Module 9:** Capital and Installation Costs (One-Time)

28.2 Federal Data Submittal Frequency

- a) Data submission frequency requirements per 23 C.F.R. 680.112 are broken down into quarterly, annual, and one-time submissions:
 - i. **Quarterly Data (Modules 2, 3, and 4):** Data collection starts the day an EV charging station becomes operational on the Initial Operation Date. All data for a calendar quarter shall be submitted no later than 10 business days following the end of calendar quarter.
 - 1. Example: An EV charging station that became operational on January 16th shall report quarterly data on that station from January 16th to March 31st, and the report shall be submitted no later than 10 business days after March 31st.
 - ii. **Annual Data (Modules 5 and 7):** All data for a calendar year shall be submitted no later than January 31st of the current year for EV charging stations that become operational in the preceding year. Annual data may be submitted as soon as the data is available, and modules can be submitted independently.
 - 1. Example: For an EV charging station that became operational any time during the 2024 calendar year, all annual modules shall be submitted no later than January 31st, 2025.
 - iii. **One-time Data (Module 1):** The EV-ChART Registration Form shall be submitted to the Grantor no later than 30 days after an EV charging station becomes operational on the Initial Operation Date. The Grantor will submit Module 1 on behalf of the Grantee.

1. Example: An EV charging station that became operational on January 16th must submit the EV-ChART registration form to the Grantor no later than February 15th.
- iv. **One-time Data (Modules 1, 6, 8, and 9):** One time data shall be submitted no later than January 31st of the current year for an EV charging station that became operational in the preceding year. One-time data may be submitted as soon as the data is available, and modules can be submitted independently.
 1. Example: An EV charging station that became operational any time during the 2024 calendar year may submit one-time data any time in 2025, but all one-time modules shall be submitted no later than January 31st, 2025.

28.3 Federal Data Submittal Details

- a) Each module can be submitted to the EV-ChART portal in the format prescribed by the EV-ChART Data Input Template using a CSV file that is no greater than 10 MB. Modules must be submitted no later than the deadline described in the above Section 28.2.
- b) For more guidance on the data format and preparation requirements for the modules, the Grantee can utilize the EV-ChART Data Format and Preparation Guidance issued by the Joint Office of Energy and Transportation.

**ARTICLE XXIX
EMERGENCY INCIDENT REPORTING REQUIREMENT**

29.1 Emergency Incident Reporting Requirement.

During the Operating Period, Grantor shall be notified within 24 hours after the Grantee becomes aware of any of the following critical events by emailing ClimateBank@il-fa.com:

- (a) One or more charging plugs are inoperable for more than 24 hours.
- (b) Other incidents related to charging electric vehicles such as:
 - i. Damage to an electric vehicle as a result of connecting to or receiving electricity from the station;
 - ii. Any other safety related incident, such as an accident or fire, at or near the charging station; or
 - iii. Any time emergency responder personnel are dispatched to or near the charging station.

**ARTICLE XXX
PROJECT REVENUE**

- 30.1 Project Revenue. Any material decreases in costs or increases in revenues during the Operating Period shall be reported to the Grantor for review and confirmation that the Project remains in compliance with the requirements per 23 C.F.R. Part 680. Project revenues must be reported to the Grantor via quarterly financial reports and should first be used to cover O&M costs. Any project revenues in excess of O&M costs must be used for purposes in compliance with 23 C.F.R. Part 680.106. During the Operating Period, any expenditures that use project revenues for purposes other than O&M must be approved by the Grantor.

**ARTICLE XXXI
END USER PRICING**

- 31.1 End User Pricing. In consideration of the financial assistance provided by the State, the Grantee covenants that the price charged to end users for EV charging shall be reasonable. If the Grantor has reason to believe that the Grantee is charging an unreasonable rate, the Grantor will notify the Grantee. As soon as possible

after notification, but in no case more than 7 calendar days, the Grantee shall contact the Grantor to meet and discuss the Grantor's concerns. Grantee shall notify Grantor of any changes in pricing within 14 calendar days.

**ARTICLE XXXII
COMPLIANCE WITH NEPA MITIGATION ACTIONS**

- 32.1 Compliance With NEPA Mitigation Actions. Grantee acknowledges and agrees that all environmental and mitigation measures identified in the NEPA review will be implemented. All sites must receive State Approved Categorical Exclusion from the Illinois Department of Transportation before any construction may begin.

**ARTICLE XXXIII
SITE HOST AGREEMENT AND ACCESS**

33.1 Site Host Agreement and Access.

- (a) If the Grantee is installing EVSE on property they do not own, they must, within one month of the execution of this Agreement, Grantee must submit to Grantor an executed Site Host Agreement with the property owner of the Site, if different than Grantee. The Site Host Agreement shall ensure the following:
- i. Grantee and all Grantee related entities have unrestricted access and control of the site for purposes of constructing, operating, and maintaining the Project from the Effective Date of this Agreement through the end of the Operating Period;
 - ii. During the Operating Period, the public, including without limitation subscribers, customers, contractors, guests, licensees and invitees of the Grantee or any Grantee-related entity, are able to enter and use the Site, Site amenities, and the Project EVSE as required by this Agreement;
 - iii. Grantee and all Grantee related entities are permitted to perform all EVSE related work at the Site as required by this Agreement;
 - iv. Grantee and all Grantee related entities are permitted to perform all activities at the Site required or otherwise reasonably contemplated by the Project for operation of EVSE as required by this Agreement;
 - v. Grantor, the Illinois Department of Transportation, FHWA, their employees, agents, representatives, invitees, and contractors, subject to this Agreement and Grantor's supervision, have the right to enter the Site at any time without notice, to observe, inspect, photograph or otherwise document the EVSE. Grantee shall ensure that the Site Host Agreement and other agreements and instruments include clauses that permit Grantor to enter to the full extent required by this section; and
 - vi. Before rights or remedies may be exercised by the Site Host under the Site Host Agreement against Grantee's required site access rights, the Project or any related EVSE arising from a breach or default under the Site Host Agreement, Grantor shall be given at least thirty (30) days' prior written notice of such exercise and an opportunity, if Grantor so elects, to cure such breach or default under the Site Host Agreement within such thirty (30) day period, provided that Grantor shall have no obligation to cure any such breach or default. Grantor shall be designated as a third-party beneficiary of such provisions of the Site Host Agreement.
- b) During the Term of this Agreement, Grantee will not amend, modify, supplement or replace the terms of the Site Host Agreement in a manner that limits, restricts, eliminates or otherwise adversely affects Grantee's access to the site (or that of any other entity listed in this Article) without the prior written consent of the Grantor.

ARTICLE XXXIV

NOTICE OF ACCEPTANCE

- 34.1 Notice of Acceptance. A Notice of Acceptance will be issued by the Grantor following the successful installation, testing, and inspection of the site, as approved by the Grantor. The Operating Period will start on the Initial Operation Date stated in the Notice of Acceptance and continue for 60 months following this date.

ARTICLE XXXV INSURANCE

- 35.1 Insurance. In addition to the insurance requirements specified in Article XX of this Agreement, the Grantee agrees to procure and maintain, at their own expense and in sufficient amounts to adequately protect the current value of the Grantor's investment in the Project property, the following insurance: commercial general liability, workers compensation and employers' liability, automobile liability, umbrella liability and professional liability. Grantee shall maintain all required insurance throughout the term of this Agreement.

ARTICLE XXXVI ADA REQUIREMENTS

- 36.1 American with Disabilities Act (ADA) Requirements. As specified in Exhibit A, the Project must comply with applicable accessibility standards adopted by the Department of Transportation into its ADA regulations (49 C.F.R. part 37) in 2006, and adopted by the Department of Justice into its ADA regulations (28 C.F.R. Parts 35 and 36) in 2010.

The existing ADA standards address many aspects of accessibility for buildings and sites applicable to EV charging stations but do not specifically address EV charging stations. To address this gap, in July 2022, the U.S. Access Board issued Design Recommendations for Accessible Electric Vehicle Charging Stations ("U.S. Access Board Design Recommendations" <https://www.access-board.gov/files/usab-evse-guide.pdf>).

Grantees should refer to the U.S. Access Board Design Recommendations to ensure that the design and construction of the EV charging station demonstrate ADA compliance and optimize usability for persons with disabilities. Each charger in the EV charging station must include accessible communication features and there must be at least one ADA-compliant parking space that additionally incorporates accessible mobility features and is equipped with access to EV charging infrastructure, as specified in the U.S. Access Board Design Recommendations.

ARTICLE XXXVII UPTIME REQUIREMENTS NON-COMPLIANCE

- 37.1 Uptime Requirements Non-Compliance. If the Grantee is not in compliance with the Uptime requirements, the Grantor may deduct funds from any Operating Period payments or disallow costs. Grantees are expected to include plans to meet Uptime requirements in their contracts with any Contractors or Subcontractors. Repeated non-compliance with the Uptime Requirement may result in the Grantor terminating the Agreement and taking any other remedies as specified in Paragraph 13.1 and Exhibit A.

The required method for Uptime calculations can be found in Exhibit A and 23 C.F.R. 680.116(b).

ARTICLE XXXVIII FEDERAL REPORTING REQUIREMENTS NON-COMPLIANCE

- 38.1 Federal Reporting Requirements Non-Compliance. If the Grantee is not in compliance with the Federal data reporting requirements, the Grantor may deduct funds from the Operating Period Payments, as specified

in Paragraph 44.6. If the Grantee repeatedly fails to meet Federal data reporting requirements, the Grantor may terminate the Agreement as specified in Paragraph 13.1.

**ARTICLE XXXIX
UTILITY RELOCATION**

- 39.1 Utility Relocations. Grantee shall be responsible for all costs related to relocating, temporarily or permanently, all non-electric utilities to accommodate construction, operation, maintenance and/or use of the Project. Non-electric utilities include, but are not limited to water, gas, sewage and oil and petroleum products. For the avoidance of doubt, Eligible Project Costs under this Agreement include costs of work necessary to connect a charging station to the electric grid distribution network like extending power lines or upgrading existing power lines.

**ARTICLE XL
PERIODIC INSPECTIONS**

- 40.1 Periodic Inspections. The Grantor or its representatives reserve the right to conduct periodic inspections as necessary. This may include, but is not limited to, site visits, audits, permit, and license inspections.

**ARTICLE XLI
RESTRICTIONS ON DOUBLE DIPPING**

- 41.1 Restrictions on Double Dipping. The Grantee may receive additional funding to cover their cost share requirements for the Project. The Grantee must disclose all sources of governmental or utility support (e.g., rebates, incentives, grants, loans, etc.) to support the Project and identify those additional funding streams being pursued to offset the Cost Share (see 44.1, below). The Grantee must require its contractor(s) to disclose any sources of governmental or utility support for the Project. Cost sharing must be consistent with the requirements of 2 C.F.R. 200.306.

The Grantee shall ensure that neither it, nor any contractor, or sub-contractor receiving funds under this Agreement, shall receive incentives in the combined excess of 100% of the total Project costs from any number of sources, including additional funds, incentives, donations, or rebates from another Governmental Agency, Utility, Public Agency, or Company Program.

**ARTICLE XLII
BUY AMERICA REQUIREMENTS**

- 42.1 Buy America Requirements. The Grantee and each contractor shall comply with the FHWA Buy America Requirements in 23 U.S.C. 313 and 23 C.F.R. 635.410 and in the Build America, Buy America Act (Pub. L. No. 117-58, div. G §§ 70901–70927).

**ARTICLE XLIII
APPLICATION PROGRAMMING INTERFACE**

- 43.1 Application Programming Interface. As specified in 23 C.F.R. 680.116(c) Grantees are required to ensure that charging station information including location, connector type, power level, real-time status, and real-time price to charge are available free of charge to third-party software developers through an Application Programming Interface (API). Additionally, Grantees are recommended to follow the Joint Office of Energy and Transportation's standardized protocol for how to structure data, data update frequency, and practices for making the data required to be shared via API usable for improving public transparency and the customer experience.

**ARTICLE XLIV
PAYMENT & INVOICES**

- 44.1 Grantee Cost Share. The Grantee shall provide the Grantee Cost Share, which shall be no less than 20 percent of the Total Eligible Project Cost Estimate. The Grantee Cost Share must come from non-federal sources. With written permission from the Grantor, the Grantee may use state or local funding as part, or all, of its mandatory cost share provided such other funding source does not place a restriction on this. The Grantor shall not provide permission to use funding from the Illinois Environmental Protection Agency's (IEPA) Driving a Cleaner Illinois - Climate and Equitable Jobs Act EV Charging Program or the IEPA Driving a Cleaner Illinois - Volkswagen Program.
- 44.2 Excess Costs. The Grantee is responsible for all costs that exceed the Grantor Cost Share, including but not limited to:
- (a) costs relating to or resulting from changes to the approved plans or specifications;
 - (b) time delays and extensions of time or termination of construction work;
 - (c) interest for late payments, or for money borrowed to finance the Project (where the interest paid by the Grantee is not federally reimbursable);
 - (d) unforeseen right-of-way and other property damages and costs resulting from the acquisition or condemnation of lands for the Project or for the construction of the improvements;
 - (e) unforeseen costs for environmental compliance and reports; and
 - (f) all other unforeseen costs and expenses not included in the estimates of design, utility relocation, construction, right-of-way acquisition and operating and maintenance costs, but which are directly related to or caused by the planning, design, construction, operation or maintenance of the Project.
- 44.3 Adjustment of Total Eligible Project Cost Estimate, Grantor Cost Share and Grantee Cost Share.
- (a) The Total Eligible Project Cost Estimate, Grantor Cost Share, and Grantee Cost Share dollar values may be adjusted during the term of the Agreement with approval from the Grantor, depending upon but not limited to actual costs incurred, other financial incentives received, changing supply chains, and other market conditions.
 - (b) Any existing financial incentive that directly reduces the cost of the proposed activity, such as tax credits or deductions, other grants, or any other public financial assistance must be disclosed and accounted for in invoices for reimbursement.
 - (c) The Grantee shall not combine funding from this Agreement with other funding sources such that the Grantee receives in excess of 100 percent funding for the Project.
 - (d) The federal reimbursement must not exceed 80 percent of the total eligible costs incurred by the applicant for the proposed activity.
- 44.4 Eligible Project Costs. Eligible Project Costs include:
- a. Costs to acquire and install on-site electric service equipment (e.g., service connection, power meter / submeter, transformer, breaker panel upgrade, and customer feeder installation) not to exceed \$120,000 in reimbursable costs, though exceptions that exceed this limit will be considered on a case-by-case basis;
 - b. Costs of minor grid updates (work necessary to connect a charging station to the electric grid distribution network like extending power lines or upgrading existing power lines);
 - c. Costs to procure and install, upgrade, and/or replace existing EV charging equipment to meet NEVI minimum standards and requirements;
 - d. Costs to procure and install EVSE-related hardware and software;
 - e. Fixed operating and maintenance costs (up to five years after the charging station is commissioned) including:
 - i. Charging equipment lease fees (if site applicant chooses lease option for charging equipment rather than purchase option). The lease costs are only eligible if paid in advance through a contract;

- ii. Cellular network fees, internet service fees, or similar fees; and
 - iii. Charger network fee;
 - f. Costs of engineering, design and permitting; and
 - g. Costs for additional ports or chargers beyond the NEVI requirement of four 150kW ports per EV charging site may be considered if each additional port meets the same criteria listed for the minimum four 150kW ports in 23 C.F.R. Part 680 (each additional port is capable of simultaneously charging at 150kW or greater with a CCS Type 1 connector, etc.). While these costs may be considered, it is not guaranteed that they are to be Eligible Project Costs.
- 44.5 Ineligible Project Costs. Ineligible Project Costs include, but are not limited to:
- a. Costs incurred prior to a fully executed grant agreement with Grantor;
 - b. Costs not related directly to vehicle charging;
 - c. Costs for lobbying, or for the intervention in state, federal regulatory, or adjudicatory proceedings;
 - d. Costs for construction or general maintenance of building and parking facilities (if not related directly to vehicle charging);
 - e. Costs of major grid upgrades not within reason at the Grantor's discretion (e.g., lengthy line extensions, bulk power transmission upgrades, or substation upgrades);
 - f. Costs for additional ports or chargers that do not meet the same criteria listed for the minimum four 150kW ports in 23 C.F.R. Part 680;
 - g. Costs to acquire and install on-site electric service equipment (e.g., service connection, power meter/submeter, transformer, breaker panel upgrade, and customer feeder installation) that exceed the \$120,000 reimbursable cost limit for electric service equipment, though exceptions will be considered on a case-by-case basis;
 - h. Utility service upgrade costs covered by the utility;
 - i. Costs covered by programs or tariff rules of the electric utilities;
 - j. Costs for research projects; and
 - k. Administrative costs, including overhead and indirect costs (e.g., office supplies, rent, marketing, and advertising).

Total invoices to be submitted under this Agreement and during the Agreement term shall not exceed the Grantor Share of Total Eligible Project Costs as specified above without a fully executed Amendment to this Agreement.

- 44.6 Invoicing Procedure.
- a. All invoices and supporting documentation must be uploaded via the Grantee AmpliFund portal using the Payment Request function.
 - b. All invoices shall be signed by an authorized representative of the Grantee.
 - c. The Payment Request must include:
 - i. Formal invoice form. The invoice form shall include the following:
 - 1. Unique invoice number;
 - 2. Invoice date;
 - 3. Date range of work completed (i.e., 1/1/2025 - 1/31/2026);
 - 4. Short description of work completed; and
 - 5. Indication of total amount of Eligible Project Costs incurred, the Grantor Cost Share requested, and the Grantee Cost Share provided, consistent with the percentages specified above.
 - ii. Supporting documentation for all Eligible Project Costs incurred (which may include payroll and expenditure reports) must be submitted with each Payment Request; and
 - iii. Signature certification by the Grantee's Finance Officer of accurate expenses.
 - d. Failure to provide an accurate Payment Request may delay or prevent reimbursement. If there are problems with the request, the Grantee Project Manager will contact the Grantee to resolve the issue in

order to allow for request processing. This may require the submission of a new or corrected Payment Request by the Grantee.

44.7 Payment.

- a. Once all approvals have been received, the Grantor's finance unit will submit a reimbursement request to the Illinois Department of Transportation for the required grant funds.
- b. Once the grant funds have been received by the Grantor, a Letter of Direction will be issued to wire funds to the Grantee.
 - i. In cases where funds are required immediately, or when withdrawals are delayed, the Grantor may pay by wire or check from its General Fund, reimbursing the expense to itself from the later distributed grant funds. In such cases, reasons for this immediate payment should be noted on the invoice by the Project Manager and approved by the Director of the Grantor.

44.8 Payments During the Design and Construction and Operating Periods.

- a. For costs incurred during the Design & Construction Period, the Grantee shall submit Construction Invoices once per calendar quarter. Construction Invoices shall be submitted within 30 days following the end of the calendar quarter (March 31st, June 30th, September 30th and December 31st) and the invoice amount shall equal the agreed upon Grantor Cost Share Percentage (80%) of Eligible Project Costs incurred in that quarter.
- b. Construction Invoices shall include supporting documentation for 100% of Eligible Project Costs incurred in that quarter. For each Design & Construction Period invoice, the Grantor shall reimburse up to the full invoice amount (80% of the actual Eligible Project Costs incurred that quarter).
- c. Grantee shall work with their contractor(s) to establish a payment plan for O&M. Many contractors will include O&M in upfront costs. If O&M is not included in construction and design invoices, Grantee will continue to submit quarterly O&M invoices during the Operating Period. Grantee shall submit the first O&M Invoice within 15 days following end of the next calendar quarter after the Initial Operation Date, unless the Initial Operation Date falls between the end of the quarter and 15 days after the quarter ends.
 - i. For example, stations made operational on March 20 must submit their first O&M invoice by April 15, but stations made operational on April 1 will submit their first O&M invoice by July 15.
- d. Subsequent O&M Invoices shall be submitted within 1530 days following each calendar quarter 12-month period thereafter for costs incurred in each subsequent Operating Year, until the five-year Operating Period has concluded. O&M Invoice amount shall equal the agreed upon Grantor Cost Share Percentage (80%) of Eligible Project Costs incurred in that Operating Year. O&M Invoices shall include supporting documentation for 100% of Eligible Project Costs incurred in that Operating Year. For each O&M invoice, the Grantor shall reimburse up to the full invoice amount (80% of the actual Eligible Project Costs incurred that operating year. Payment of the O&M Invoices shall be contingent upon receipt and approval by IDOT of the Grantee's Federal Annual and Quarterly Data Submittals for that Operating Year.
- e. Cumulative invoice payment across the Design & Construction Period and the Operating Period shall not exceed the agreed upon Grantor Cost Share dollar amount unless previously agreed upon by the Grantor and set forth in an amendment to this Agreement.

**ARTICLE XLV
FEDERALLY FUNDED REQUIREMENTS**

45.1 Disadvantaged Business Enterprise Assurance.

- a. In accordance with 49 C.F.R. 26.13(a), as amended, the Grantee assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or sub-agreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE)

program or the requirements of 49 C.F.R. Part 26, as amended.

- b. The Grantee assures that it shall take all necessary and reasonable steps set forth in 49 C.F.R. Part 26, as amended, to ensure nondiscrimination in the award and administration of all third-party contracts and sub-agreements supported with Federal assistance derived from the U.S. DOT. The Grantee DBE program, as required by 49 C.F.R. Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FHWA or U.S. DOT.
- c. Implementation of this DBE program is a legal obligation of the Grantee, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Grantor or the Grantee to the Grantee of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 C.F.R. Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 et seq., as amended.

45.2 Nondiscrimination Assurance.

- (a) As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21 at 21.7, the Grantee assures that it will comply with all requirements of 49 C.F.R. Part 21, and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Grantee receives federal assistance.
- (b) Specifically, during the period in which federal assistance is extended to the project, or project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Grantee retains ownership or possession of the project property, whichever is longer, the Grantee assures that:
 - i. Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 C.F.R. Part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project;
 - ii. It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT. Upon request by U.S. DOT, the Grantee assures that it will submit the required information pertaining to its compliance with these requirements;
 - iii. It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements of 49 U.S.C. 5332 and 49 C.F.R. Part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project;
 - iv. Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits;
 - v. The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance; and
 - vi. It will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT

may request.

45.3 Control of Property. The Grantee certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of OMB Circular A 102, 49 C.F.R. Part 18.32, and all other applicable Federal requirements.

45.4 Intelligent Transportation Systems Program.

- (a) As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."
- b. Grantee assures it will comply with 23 U.S.C. 517(d), as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21) and other federal requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program.
- c. With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or 23 U.S.C. 517(d), the Grantee assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

45.5 Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF 424B and SF 424D). As required by OMB, the Grantee certifies that it:

- (a) Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.
- (b) Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
- (d) Will initiate and complete the work within the applicable project time periods;
- (e) Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
 - i. Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - ii. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25, which prohibit discrimination on the basis of sex;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
 - iv. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
 - v. The Drug Abuse, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 et seq. relating to nondiscrimination on the basis of drug abuse;
 - vi. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91 616, and amendments thereto, 42 U.S.C. 4541 et seq. relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

- vii. The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2 related to confidentiality of alcohol and drug abuse patient records;
 - viii. Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
 - ix. Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101 (b) of SAFETEA-LU, and 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in transportation-related programs; and
 - x. Any other nondiscrimination statute(s) that may apply to the project.
- (f) Will comply with all federal environmental standards applicable to the project, including but not limited to:
- i. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
 - ii. Notification of violating facilities pursuant to Executive Order 11738;
 - iii. Protection of wetlands pursuant to Executive Order 11990;
 - iv. Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
 - v. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 *et seq.*;
 - vi. Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 *et seq.*;
 - vii. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
 - viii. Protection of endangered species under the Endangered Species Act of 1973, as amended;
 - ix. The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 *et seq.*, which relates to protecting components or potential components of the national wild scenic rivers system; and
 - x. Environmental impact and related procedures pursuant to 23 C.F.R. Part 771.
- (g) Will comply with all other federal statutes applicable to the project, including but not limited to:
- i. Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of federal or federally assisted programs;
 - ii. The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;
 - iii. The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
 - iv. Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
 - v. Executive Order 11593, which relates to identification and protection of historic properties;
 - vi. The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 *et seq.*;
 - vii. The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 *et seq.*, which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
 - viii. The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 *et seq.*, which relates to prohibiting the use of lead based paint in construction or rehabilitation of residence structures;
 - ix. The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations"; and
 - x. Use of parks, recreation areas, wildlife and waterfowl refuges, and historic sites pursuant to 23 C.F.R. Part 774 (Section 4(f) requirements).

45.6 Energy Conservation. To the extent applicable, the Grantee and its third-party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 *et seq.*

45.7 Eligibility for Employment in the United States. The Grantee shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the Grantee to verify that persons employed by the Grantee are eligible to work in the United States.

45.8 Buy America. As set forth in 49 U.S.C 5323U, and 49 C.F.R. Part 661, only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of satisfactory quality; or that inclusion of domestic materials will increase the cost of overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

45.9 Changed Conditions Affecting Performance. In addition to the notice provisions in Paragraph 15.3, the Grantee shall immediately notify the Grantor of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

45.10 Third Party Disputes or Breaches. The Grantee agrees to pursue all legal rights available to it in the enforcement or defense of any third-party contract, and FHWA or U.S. DOT and the Grantor reserve the right to concur in any compromise or settlement of any third-party contract claim involving the Grantee. The Grantee will notify FHWA or U.S. DOT and the Grantor of any current or prospective major dispute pertaining to a third-party contract. If the Grantee seeks to name the Grantor as a party to the litigation, the Grantee agrees to inform both FHWA or U.S. DOT and the Grantor before doing so. The Grantor retains a right to a proportionate share of any proceeds derived from any third-party recovery. Unless permitted otherwise by the Grantor, the Grantee will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive U.S. DOT's, FHWA's or the Grantor's immunity to suit.

45.11 Fly America. Grantee will comply with 49 U.S.C. §40118, 4 C.F.R. §52 and U.S. GAO Guidelines B- 138942, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers. Preference for Recycled Products. To the extent applicable, the Grantee agrees to give preference to the purchase of recycled products for use in this Agreement pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

45.12 Cargo Preference - Use of United States Flag Vessels. The Grantee agrees to comply with 46 U.S.C. § 55305 and 46 C.F.R. Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement, to the extent those regulations apply to this Agreement.

45.13 Additional Federal Terms Applicable to the Grant. Performance under this Agreement shall be governed by and in compliance with the Federal Highway Administration, Exhibits to Project-Specific Agreements under the Fiscal Year 2022 and Fiscal Year 2023 Charging and Fueling Infrastructure (CFI) Grant Program, effective as of March 1, 2024 (the "FHA Exhibits"), as applicable the Grantee. The FHA Exhibits are attached and incorporated into this Agreement.

FEDERAL HIGHWAY ADMINISTRATION
EXHIBITS TO PROJECT-SPECIFIC AGREEMENTS
UNDER THE
FISCAL YEAR 2022 and FISCAL YEAR 2023 CHARGING AND FUELING
INFRASTRUCTURE (CFI) GRANT PROGRAM

March 1, 2024

EXHIBIT A
APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this agreement (also referred to as the “project-specific agreement) for a FY 2022 and FY 2023 CFI Grant the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. Such provisions include, but are not limited to, the following:

General Federal Legislation

- a. Davis-Bacon Act – 40 U.S.C. 3141, et seq., as applicable under 23 U.S.C. 113
- b. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
- c. Hatch Act – 5 U.S.C. 1501, et seq.
- d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
- e. National Historic Preservation Act of 1966 - Section 106 – 54 U.S.C. 306108
- f. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
- g. Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
- h. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. 7401, et seq.
- i. Section 404 of the Clean Water Act, as amended – 33 U.S.C. 1344
- j. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. 1536
- k. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. 1451, et seq.
- l. Flood Disaster Protection Act of 1973 - Section 102(a) – 42 U.S.C. 4012a
- m. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
- n. American Indian Religious Freedom Act, P.L. 95-341, as amended
- o. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- p. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.
- q. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
- r. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
- s. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 – 42 U.S.C. 8373
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
- u. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
- v. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
- x. Federal Water Pollution Control Act, as amended – 33 U.S.C. 1251-1376
- y. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
- z. Americans with Disabilities Act of 1990 – 42 U.S.C. 12101, et seq.
- aa. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681 through 1683 and 1685 through 1687
- bb. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794
- cc. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.

- dd. Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C. 1101 -1104, 541, et seq.
- ee. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. 1352
- ff. Freedom of Information Act – 5 U.S.C. 552, as amended
- gg. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
- hh. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
- ii. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
- jj. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
- kk. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
- ll. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303 and 23 U.S.C. 138
- mm. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. 9601, et seq.
- nn. Safe Drinking Water Act – 42 U.S.C. 300f to 300j-26
- oo. Wilderness Act – 16 U.S.C. 1131-1136
- pp. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
- qq. Migratory Bird Treaty Act – 16 U.S.C. 703, et seq.
- rr. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
- ss. Cargo Preference Act of 1954 – 46 U.S.C. 55305
- tt. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232

Executive Orders

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11988 – Floodplain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12549 – Debarment and Suspension
- f. Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- g. Executive Order 13166 – Improving Access to Services for Persons With Limited English Proficiency
- h. Executive Order 13985 – Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- j. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

General Federal Regulations

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200

- c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
- d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
- e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
- f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
- g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
- h. New Restrictions on Lobbying – 49 C.F.R. Part 20
- i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21
- j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
- k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
- l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
- m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
- n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
- o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
- p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
- q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
- r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26 (as applicable under section 18.3 of this agreement)

Office of Management and Budget Circulars

- a. Any applicable OMB Circular based upon the specific FY 2022 or FY 2023 CFI Grant Recipient.

Highway Federal Legislation

- a. Highways – Title 23, U.S.C. including but not limited to:
 - a. Brooks Act (for FHWA projects, this incorporates Title IX of the Federal Property and Administrative Services Act of 1949 (formerly 40 U.S.C. 541, et seq.)) – 40 U.S.C. 1101-1104; 23 U.S.C. 112(b)(2)
 - b. Letting of Contracts, 23 U.S.C. 112

- c. Highway Design and Construction Standards, 23 U.S.C. 109
- d. Prevailing Rate of Wage, 23 U.S.C. 113
- e. Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- f. National electric vehicle charging and hydrogen, propane, and natural gas fueling corridors, 23 U.S.C. 151
- g. Tolls, 23 U.S.C. 301 (to the extent the Recipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. 129 and 166.
- h. Size, Weight, and Length Limitations – 23 U.S.C. 127, 49 U.S.C. 31101 et seq.
- i. Buy America – 23 U.S.C. 313
(see http://www.fhwa.dot.gov/construction/contracts/buyam_qa.cfm)
- j. Nondiscrimination – 23 U.S.C. 140
- k. Efficient Environmental Reviews - 23 U.S.C. 139

Federal Highway Regulations

- a. Highways – Title 23, C.F.R. including but not limited to the specific parts identified herein.
- b. Planning – 23 C.F.R. Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- c. National Highway System Design Standards – 23 C.F.R. Part 625
- d. Preconstruction Procedures – 23 C.F.R. Part 630 Subparts A and B
- e. Construction and Maintenance – 23 C.F.R. Part 635
- f. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
- g. National Electric Vehicle Infrastructure Standards and Requirements – 23 C.F.R. Part 680
- h. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
- i. Procedures for Abatement of Highway Traffic and Construction Noise – 23 C.F.R. Part 772
- j. Procedures Implementing Section 4(f) of the Department of Transportation Act – 23 C.F.R. Part 774
- k. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122
- l. Required Contract Provisions – 23 C.F.R. Part 633 (Form 1273)
- m. External Programs – 23 C.F.R. Part 230

Specific assurances required to be included in the FY 2022 and FY 2023 CFI project-specific agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

EXHIBIT B
ADDITIONAL STANDARD TERMS

TERM B.1
TITLE VI ASSURANCE
(Implementing Title VI of the Civil Rights Act of 1964, as amended)

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED
PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL
FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities
Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Technical Application and by entering into this agreement under the FY 2022 and FY 2023 CFI Grant Program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure 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 otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2022 and FY 2023 CFI:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2022 and FY 2023 CFI Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely,

complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2022 and FY 2023 CFI. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2022 and FY 2023 CFI.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant

thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act (IIJA), Pub. L. No. 117-58 (Nov. 15, 2021) 23 U.S.C. § 124, the Highway Infrastructure Program (HIP) General Funds (IIJA, division J, title VIII, HIP heading, paragraph (4)), the Regulations for the Administration of FY 2022 and FY 2023 CFI, and the policies and procedures prescribed by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the

absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

- A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

- A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

TERM B.2
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 C.F.R. Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2022 and FY 2023 CFI, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2022 and FY 2023 CFI, as set out below.

1. Instructions for Certification – First Tier Participants:

- a. The prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to

the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "civil settlement," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered

transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

TERM B.3
**REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY
CONVICTION UNDER ANY FEDERAL LAW**

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“Covered Transaction” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“Felony Conviction” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“Participant” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“Tax Delinquency” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the "SAM") at <http://www.sam.gov/> for an entry describing that entity.
3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:
 - (1) Certify whether the entity has a Tax Delinquency; and
 - (2) Certify whether the entity has a Felony Conviction.
4. **Prohibition.** If
 - (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
 - (2) an entity provides an affirmative response to either certification in section 3; or
 - (3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being madethen a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.
5. **Mandatory Notice to the USDOT FHWA.**
 - (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT FHWA in writing of that entry.
 - (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT FHWA in writing of that affirmative response.
 - (c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT FHWA in writing of that inaccuracy.
6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:
 - (1) require the SAM check in section 2;
 - (2) require the certifications in section 3;
 - (3) include the prohibition in section 4; and

- (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT FHWA under section 5.

TERM B.4
RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts.* To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

EXHIBIT C
QUARTERLY PROJECT PROGRESS REPORTS AND RECERTIFICATIONS:
FORMAT AND CONTENT

1. **Purpose.** The purpose of the Quarterly Project Progress Reports and Recertifications under this agreement for the FY 2022 and FY 2023 CFI are to ensure that the project scope, schedule, and budget will be maintained to the maximum extent possible. The Project Progress Report will be submitted as an attachment to the SF-425 form discussed in section 2(g).

2. **Format and Content.** The Recipient shall produce a quarterly cost, schedule, and status report that contains the sections enumerated in the following list. At the discretion of the FHWA, modifications or additions can be made to produce a quarterly reporting format that will most effectively serve both the Recipient and the FHWA. Some projects will have a more extensive quarterly status than others. For smaller projects, the FHWA may determine that the content of the quarterly reports will be streamlined and project status meetings will be held on a less-frequent basis. The first quarterly progress report should include a detailed description and, where appropriate, drawings of the items funded.

(a) **Project Overall Status.** This section provides an overall status of the project's scope, schedule and budget. The Recipient shall note and explain any deviations from the scope of work, the schedule, or the budget that are described in this agreement.

(b) **Project Significant Activities and Issues.** This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, number of electric vehicle (EV) charging ports and/or Hydrogen stations under construction (for EV charging ports, report by type, e.g., DCFC and level 2), construction completion milestones, submittals related to any FY 2022 and FY 2023 CFI requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance.

(c) **Action Items/Outstanding Issues.** This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction in order to resolve. The Recipient should include administrative items and outstanding issues that could have a significant or adverse effect on the project's scope, schedule, or budget. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.

(d) **Project Scope Overview.** The purpose of this section is to provide a further update regarding the project scope. If the original scope contained in the project-specific agreement is still accurate, this section can simply state that the scope is unchanged.

(e) Project Schedule. An updated master program schedule reflecting the current status of the program activities should be included in this section. A Gantt (bar) type chart is probably the most appropriate for quarterly reporting purposes, with the ultimate format to be agreed upon between the Recipient and the USDOT. It is imperative that the master program schedule be integrated, i.e., the individual contract milestones tied to each other, such that any delays occurring in one activity will be reflected throughout the entire program schedule, with a realistic completion date being reported. Narratives, tables, and/or graphs should accompany the updated master program schedule, basically detailing the current schedule status, delays and potential exposures, and recovery efforts. The following information should also be included:

- Current overall project completion percentage vs. latest plan percentage.
- Completion percentages vs. latest plan percentages for major activities such as right-of-way, major or critical design contracts, major or critical construction contracts, and significant force accounts or task orders. A schedule status description should also be included for each of these major or critical elements.
- Any delays or potential exposures to milestone and final completion dates. The delays and exposures should be quantified, and overall schedule impacts assessed. The reasons for the delays and exposures should be explained, and initiatives being analyzed or implemented in order to recover the schedule should be detailed.

(f) Project Cost. An updated cost spreadsheet reflecting the current forecasted cost vs. the latest approved budget vs. the baseline budget should be included in this section. One way to track project cost is to show: (1) Baseline Budget, (2) Latest Approved Budget, (3) Current Forecasted Cost Estimate, (4) Expenditures or Commitments to Date, and (5) Variance between Current Forecasted Cost and Latest Approved Budget. Line items should include all significant cost centers, such as prior costs, right-of-way, preliminary engineering, environmental mitigation, general engineering consultant, section design contracts, construction administration, utilities, construction packages, force accounts/task orders, wrap-up insurance, construction contingencies, management contingencies, and other contingencies. The line items can be broken-up in enough detail such that specific areas of cost change can be sufficiently tracked and future improvements made to the overall cost estimating methodology. A Program Total line should be included at the bottom of the spreadsheet. Narratives, tables, and/or graphs should accompany the updated cost spreadsheet, basically detailing the current cost status, reasons for cost deviations, impacts of cost overruns, and efforts to mitigate cost overruns. The following information should be provided:

- Reasons for each line item deviation from the approved budget, impacts resulting from the deviations, and initiatives being analyzed or implemented in order to recover any cost overruns.

- Transfer of costs to and from contingency line items, and reasons supporting the transfers.
- Speculative cost changes that potentially may develop in the future, a quantified dollar range for each potential cost change, and the current status of the speculative change. Also, a comparison analysis to the available contingency amounts should be included, showing that reasonable and sufficient amounts of contingency remain to keep the project within the latest approved budget.
- Detailed cost breakdown of the general engineering consultant (GEC) services (if applicable), including such line items as contract amounts, task orders issued (amounts), balance remaining for tasks, and accrued (billable) costs.
- Federal obligations and/or disbursements for the project, compared to planned obligations and disbursements.

(g) Federal Financial Report (SF-425). The Federal Financial Report (SF-425) is a financial reporting form used throughout the Federal Government Grant system. Recipients shall complete this form and attach it to each quarterly Project Progress and Monitoring Report. The form is available at <https://www.grants.gov/forms/post-award-reporting-forms.html>.

(h) Certifications.

- i. A certification that the Recipient is in compliance with 2 C.F.R. 200.303 (Internal Controls) and 2 C.F.R. Part 200, Subpart F (Audit Requirements).
- ii. The certification required under 2 C.F.R. 200.415(a).

EXHIBIT D
FORM FOR SUBSEQUENT OBLIGATION OF FUNDS

The FHWA and **[recipient name]** entered a project-specific agreement for the **[project name]** that was executed by the FHWA on **[date of FHWA signature on original project-specific agreement]** (the "Agreement").

As described in section 4.3(g) of the General Terms and Conditions, this instrument obligates **[SXXX]** for **[insert portion of project listed in the Obligation Condition Table in section 2 of schedule D]**.

[Recipient name] states that:

- (1) schedule B of the Agreement accurately describe the Project's activities;
- (2) for each completion date listed in section 2 of schedule C of the Agreement, the Recipient's estimate for that milestone is not more than six months after the date listed in section 2 of schedule C of the Agreement;
- (3) comparing the Project's current budget with the amounts listed in section 3 of schedule D of the Agreement, the "Non-Federal Funds" amount has not decreased and the total eligible project costs amount has not decreased; and
- (4) under the terms of article 5 of the General Terms and Conditions, the Recipient is not presently required to request a modification to the Agreement.

[Recipient name] acknowledges that FHWA is acting in reliance on the Recipient's statements above.

_____ Date	By: _____ Signature of Recipient's Authorized Representative _____ [insert name] Name _____ [insert title] Title
---------------	---

The FHWA has determined that:

- (1) all conditions described in the Obligation Condition Table in section 2 of schedule D for this portion of the Project are satisfied; and

(2) all applicable Federal requirements for obligating these funds are satisfied.

Date

By: _____

Signature of FHWA Division Administrator

[insert name]

Name

[insert title]

Title

CONTRACT NAME: Design, Purchase, Installation of Electric Vehicle Charging Stations
 CONTRACT NO.: UE23-18
 DEPARTMENT: CWLP T&D
 DATE: 6/3/2025

Vendor	AT&T	Hanson Professional Services	Blink	OATI	Siemens	Traffic Control Corporation	Livingston	Pacific Lighting Management Co
	Brookhaven, GA	Springfield, IL	Miami Beach, FL	Minneapolis, MN	Buffalo Grove, IL	Woodridge, IL	Schenectady, NY	Santa Ana, CA
	1,862,951.20	740,000.00	\$ 3,205,359.65	\$ 2,742,701.00	\$ 4,608,353.00	\$ 2,425,000.00	\$ 3,745,087.00	\$ 4,361,086.00
Proposal Total	\$	\$	\$	\$	\$	\$	\$	\$



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

PUBLIC WORKS

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

Date: **May 20, 2022**
Fax: 217-789-2207

Request for Proposal Index No: **RFP UE23-18**
Request for Proposal Name: **Design, Purchase & Installation of Electric Vehicle
Charging Station**
Pre-Bid Meeting: **June 9, 2022 @ 2:00 P.M.**
Bid Security: **N/A**

Due Date: 3:00 P.M. Central Time USA Thursday, June 30, 2022

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

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

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

Name of Vendor: Hanson Professional Services Inc.

Contact Name: Matt Heyen

Vendor Address: 1525 S. 6th St., Springfield, IL 62703

Vendor E-Mail: mheyen@hanson-inc.com

Phone: 217-788-2450

Fax: 217-788-2503

June 3, 2025

Mr. Tom Chi
Projects Manager II – Smart Cities
1008 E Miller St
Springfield, IL. 62702
tom.chi@springfield.il.us

RE: City of Springfield, IL Charger Deployment Project RFP UE23-18 Revised Proposal
Hanson Project No. 22E0051

Dear Mr. Chi:

Hanson Professional Services Inc. (Hanson) appreciates the opportunity to submit this supplemental unit pricing based on the revised scope of RFP UE23-18 to only install the level 2 EV charging stations in Springfield, IL.

Below is a summary of the revised level 2 locations along with the updated Lump Sum Pricing.

Level 2 Charger Locations

- 3401 Freedom Dr - 4 ports
- 1700 Wabash Ave – 4 ports
- 2400 Wabash Ave – 4 ports
- 501 S 7th St – 4 ports
- 401 S 5th St – 6 ports
- 500 E Adams St – 6 ports
- 700 E Washington St – 4 ports
- 700 E Monroe St – 4 ports
- 1 University Plaza – 4 ports

Design, Purchase and Installation of Electric Vehicle Charging Station

Lump Sum Cost to design and engineer Level 2 EV Charging stations per the requirements included in RFP UE23-18.

- \$55,000

Lump Sum Cost of all materials for the construction of Level 2 EV Charging Station per specifications in RFP UE23-18. **Unknown tariff implications will be brought to client.

- \$685,000

Total Cost for Project

- \$740,000

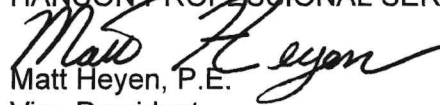
Matt Heyen, P.E., will be Hanson's project manager and Dan Whalen, P.E., will be the principal in charge for these services. This scope of services is offered to be performed under the Terms and Conditions of the Agreement in RFP UE23-18. Billings will be on a "lump sum" basis. Hanson's billings will not exceed the purchase order amount without prior authorization from the client.

Our cost estimate is based on reasonable schedules for completion of the field work. Unforeseen issues that may affect cost (e.g., weather, access, etc.) will be brought to your immediate attention if encountered.

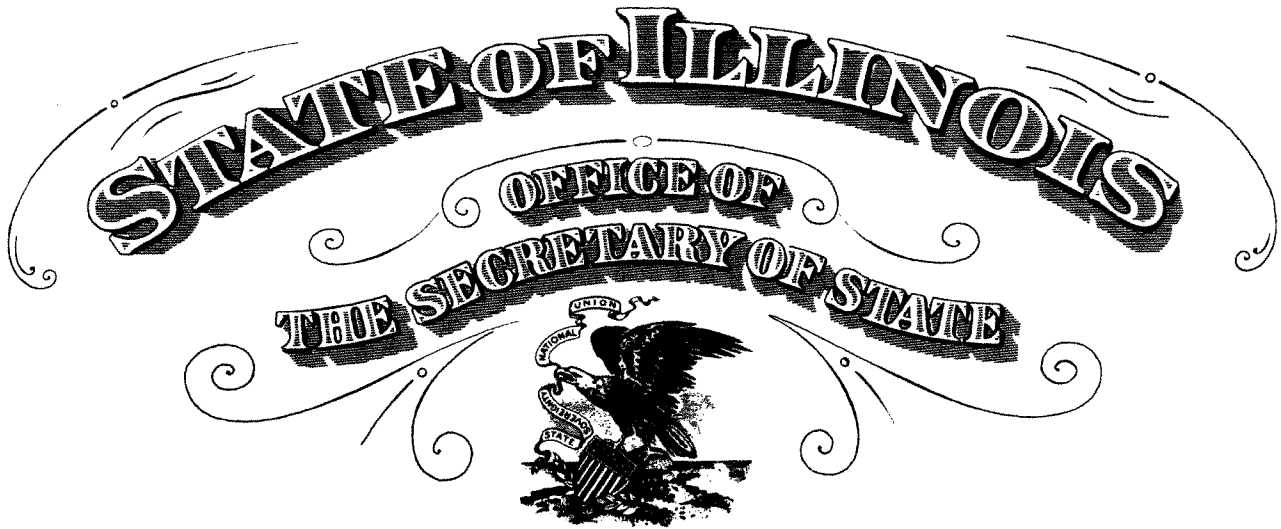
We appreciate the opportunity to provide this proposal and look forward to the opportunity to work with you on this important project. Please contact me at (217) 747-9260 or at mheyen@hanson-inc.com if you have any questions concerning this proposal.

Sincerely,

HANSON PROFESSIONAL SERVICES INC.



Matt Heyen, P.E.
Vice President
Power Market



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

HANSON PROFESSIONAL SERVICES INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON JANUARY 10, 1964, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 4TH day of JANUARY A.D. 2022 .

Jesse White

SECRETARY OF STATE

Authentication #: 2200401716 verifiable until 01/04/2023

Authenticate at: <http://www.ilsos.gov>

2025-258

ORDINANCE FACT SHEET

DATE OF 1st READING: 06/17/25

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: \$110,936.00 (740,000 - 629,064)

SUGGESTED TITLE: Accepting & authorize grant / supplemental appropriation / accepting & authorizing proposal / proposal # & title / vendor / dollar amount / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: Illinois Finance Authority / Hanson Professional Services

VENDOR NO: HA001570

CONTRACT TERM: - Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: Hanson \$740,000.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

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

Code Provision:

Previous Ord #'s -

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

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

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1	102	100	8235	CW77	-629,064.00
2		fund	balance		-110,936.00
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1	102	100	CBAE	3682	2313
2					740,000.00
3					
4					

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

IFA Grant Agreement, UE23-18 pages, bid tab

STAFF ANALYSIS

Accepting and authorizing the Illinois Finance Authority's ("IFA") Community Charging And Fueling Infrastructure Grant, Subgrantee Opportunity Agreement (-\$629,064.00), supplemental appropriation, and to accept and authorize Proposal UE23-18 with Hanson Professional Services for the design, purchase, and installation of electric vehicle charging stations in an amount not to exceed \$740,000.00.

FUNDS CHECK BY: Cavanaugh, Rachel H.

Digitally signed by Cavanaugh, Rachel H.
Date: 2025.06.06 08:30:59 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Doug Brown

Digitally signed by Doug Brown
Date: 2025.06.04 09:52:24 -05'00'

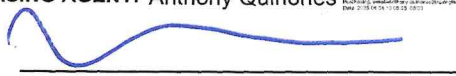
Date: _____

CITY PURCHASING AGENT: Anthony Quinones

Digitally signed by Anthony Quinones
Date: 2025.06.06 11:28:30 -05'00'

Date: _____

SIGN OFF:



(Mayor's Signature)

GEM

Ramona Metzger

Digitally signed by Ramona Metzger
Date: 2025.06.06 14:55:35 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2025-258

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

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

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

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

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

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

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

Section 2: That upon proper documentation, the Office of Budget and Management is hereby directed to make payment in an amount not to exceed \$5,352.74 to Hanson Professional Services, Inc. (0HAN1501) to be conveyed to Robert E. Sidener, Jr. and Deborah Sidener for the occupants and personal property occupying parcel SR0135, 709 Barrett Street, from account number 041-110-GAST-STRS-2301.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Bucher

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

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher


Office of Corporation Counsel

**Transaction Summary
for
Supporting Ordinance Documentation
(709 Barrett Street – Robert E. Sidener, Jr. and Deborah Sidener)**

Who we purchased property from?

Robert E. Sidener, Jr. and Deborah Sidener

Who purchased property?

The City of Springfield.

Reason for acquisition:

Springfield Rail Improvement Project Usable Segment 5.

What was acquired?

0.735 acres of land, 18,960 +/- sq. ft. of industrial building space comprised of several older steel and wood framed buildings with exterior finishes of block, brick and metal, and various land improvements

How it was acquired (i.e. fee simple)?

Fee simple.

Source of funding:

City of Springfield

Appraisal amount:

\$180,000.00

Purchase price:

\$278,000.00

Reason for purchase amount if above appraised value:

Parcel referred for condemnation. City settled parcel. Stipulated Settlement.

Relocation amount with estimate breakdown:

See attached relocation estimate (\$421,900.00 previously allocated for relocation costs).

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

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

Relocation Complete	Total Cost	\$28,428.05
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Unit 02 - Central Illinois Stampcrete Corp

Relocation Complete	Total Cost	\$151,379.24
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Unit 03 - Carolina Contractors and Painting Inc.

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

Unit 04 - Accounting & Information Technology Group, Inc.

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

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

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

ORDINANCE FACT SHEET

REQUEST FORM NO:

25-

DATE OF 1ST READING:

6/17/2025

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom

PHONE NUMBER: 785-2255

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

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

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

SUGGESTED TITLE:

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

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

transaction summary

supplemental relocation cost estimate

CONTRACTOR / VENDOR NAME: Hanson Professional Services Inc.

VENDOR NO: 0HAN1501

CONTRACT TERM: completion

CONTRACT #

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT:

(Original amount if change order)

Change Order #

\$5,352.74

Additional Amount

Method of Purchase (check one)

Previous Ord #s

☐ Low Bid

☐ Other:

Is Purchasing Agent approval required? No ☐ Yes ☒

☐ Low Bid Meeting Specs

☐ Exception:

Is Purchasing Agent approval attached? No ☐ Yes ☒

☐ Low Evaluated Bid

Code Provision:

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

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

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

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

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

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

**AN ORDINANCE REGARDING THE VARIANCE REQUEST FOR
SECTION 153.157(L) PERTAINING TO THE RESTRICTION OF ACCESS
TO AN ARTERIAL STREET FOR PANTHER CREEK WEST, 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 developer for Panther Creek, Seventh Addition, has requested a variance of Section 153.157(l) of the 1988 City of Springfield Code of Ordinances, as amended, ("Land Subdivision Ordinance"), to allow access to Foxhall Lane, as configured on Exhibit A; and

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

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

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

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

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

() The City Council agrees with the recommendations of the Land Subdivision Committee and the Regional Planning Commission. The City Council makes the following findings:

- (1) The intent of the chapter is maintained;
- (2) Extraordinary circumstances of topography, land ownership, adjacent development or other circumstances not provided for in the chapter exist;

- (3) The extraordinary circumstances will result in a hardship, not merely an inconvenience;
 - (4) The circumstances upon which the request for variance is based are not common to most other tracts of land;
 - (5) The circumstances upon which the request for variance is based are not the result of the subdivider's affirmative act or failure to act; and
 - (6) The purpose of a variation is not based exclusively on the desire to eliminate development costs at the expense of the public improvement standards as outlined in this chapter.
- () The City Council disagrees with the denial of the Springfield/Sangamon County Regional Planning Commission, and finds on its own that the requirements for a variance are not met.

Section 2: The application for variance of Section 153.157(l) of the Springfield Subdivision Ordinance is: (The City Clerk shall check the following based upon the outcome of the vote.)

- () Approved to allow access to Foxhall Lane, as configured on Exhibit A attached hereto.
- () Denied.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested By: Mayor Misty Buscher
Public Works

 6-12-25
Office of Corporation Counsel/Date

Location: Ward 10

**SPRINGFIELD-SANGAMON COUNTY REGIONAL PLANNING COMMISSION
MINUTES OF THE SUBDIVISION COMMITTEE MEETING**

FILE NO. 1994-09

CENSUS TRACT # 36.03

NAME OF SUBDIVISION: Panther Creek West – Location & Sketch Map and Variance -
Section 153.157(L) – Restriction of Access

JURISDICTION: City of Springfield

DATE OF MEETING: May 8, 2025

OWNER: J.C. Dowson Inc.

ENGINEER: Martin Engineering Company

DESCRIPTION: Pt. of the W ½ of the W ½, Sec. 24, T15N, R6W – Located
south of the intersection of Foxhall Lane and Cockrell Lane

120 **Acres** 263 **Lots**

MOTION TO RECOMMEND: Variance of Section
153.157(L) – Approve, Location and Sketch Map –
Subject to: Approve, Subject to:

BY: Dean Graven T.J. Heavisides

2ND BY: Jason Graham Dean Graven

VOTE: Unanimous Unanimous

Adam Pallai, Martin Engineering Company, opened up for comments regarding Panther Creek West Location and Sketch Map.

Joe Zeibert, Regional Planning Commission, said that staff recommends approval of the Location and Sketch Map. He said all essential services are available to serve the site, and the development is in accord with the City of Springfield 2037 Comprehensive Plan. He said to update both sheets to halftone areas that have already been platted. He said to provide written acknowledgement of the plan to upgrade adjacent roadways acceptable to public works and the city traffic engineer. He said they will need to request a variance of Section 153.157(L) to accommodate access for Lot 261. He said that they may do that verbally during the meeting. He said to update the FEMA floodplain map number and date. Zeibert read the comments of Ameren Gas. He said Ameren has a 4 or 6-inch gas main down the length of Foxhall Lane and will be able to extend into each new phase as the developer makes contact to arrange for the gas extensions. Zeibert noted USPS had comments as well and asked if Pallai is in contact with USPS to figure out the location of the mail systems. Pallai replied that they will use cluster mailboxes, and he will talk to the client and figure out a location. Zeibert noted adequate area is needed to accommodate the cluster mailboxes.

Mike Johnson, CWLP Water, said CWLP has an existing 10-inch water main along Foxhall Lane that has adequate capacity to serve the subdivision both domestically and for fire protection. He said fire flow tests were done recently to verify that since it has been a while since the subdivision was last developed. He said this property was annexed into the City of Springfield in 1994 as per CWLP's records.

T.J. Heavisides, City Traffic Engineer, asked Zeibert what his comment was on the variance. Zeibert replied that the variance would be for Lot 261 along Foxhall Lane.

Pallai officially requested a variance of Section 153.157(L) to allow Lot 261 to have direct access to an arterial road, Foxhall Lane.

Pallai said he did talk to the City Traffic Engineer regarding the road improvement comment and noted no improvements to Cockrell Lane are necessary. Pallai noted if they have to have access it would be through Panther Creek Drive to get to State Route 4. He said they know they need to do improvements to Mt. Zion School Road once they get to that stage. Zeibert said to outline that in an email to be included in the subdivision file.

Dean Graven made a motion to approve the variance of Section 153.157(L)
Jason Graham seconded the motion and the vote to approve was unanimous.

T.J. Heavisides made a motion to approve the Location and Sketch Map subject to:

1. Update both sheets to halftone areas that have already been platted.
2. Provide written acknowledgement of the plan to upgrade adjacent roadways.
3. Correct the FEMA floodplain map number and date.

Dean Graven seconded the motion and the vote to approve was unanimous.

ORDINANCE FACT SHEET

DATE OF 1st READING: 06/17/2025

OFFICE REQUESTING: Office of Public Works

CONTACT PERSON: Daniel Crouse

PHONE NUMBER: 217-789-2255

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

FISCAL IMPACT: _____

SUGGESTED TITLE: AN ORDINANCE APPROVING THE VARIANCE REQUEST OF SECTION 153.157(L) PERTAINING TO THE RESTRICTION OF ACCESS TO AN ARTERIAL STREET FOR PANTHER CREEK WEST FOR THE OFFICE OF PUBLIC WORKS.

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

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

Method of Purchase (check one)

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

Code Provision: _____

Previous Ord #'s _____

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

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

STAFF ANALYSIS

An ordinance approving the variance request for Section 153.157(L) to allow for access onto Foxhall Lane an arterial roadway. The Land Subdivision Committee and the Regional Planning Commission both recommended approval of the variance request. The subdivision is located on the south side of Cockrell Lane, on the north side of Mt Zion School Road, and on the east side of Bogey Hills Estates (located on the east side of Cockrell Lane).

FUNDS CHECK BY:

DIRECTOR / SUPERVISOR: _____

CITY PURCHASING AGENT: _____

SIGN OFF: _____

(Mayor's Signature)

GEM

Date: _____

Date: 6/9/25

Date: _____

(Director of OBM)

The information supplied on this form is not confidential information.

2025-260

**AN ORDINANCE APPROVING THE LOCATION AND SKETCH MAP OF
PANTHER CREEK WEST FOR THE OFFICE OF PUBLIC WORKS**

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

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

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

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

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

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

- ☐ Approved
☐ Denied

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

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

- ☐ Approval
☐ Denied

of said map for and in the name of the City.

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

PASSED: _____, 2025

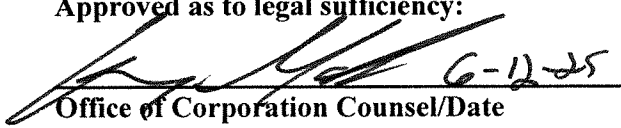
SIGNED: _____, 2025

RECORDED: _____, 2025

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Mayor Misty Buscher

Approved as to legal sufficiency:


Office of Corporation Counsel/Date

Requested By: Mayor Misty Buscher
Location: Ward 10

PANTHER CREEK WEST

LEGAL DESCRIPTION

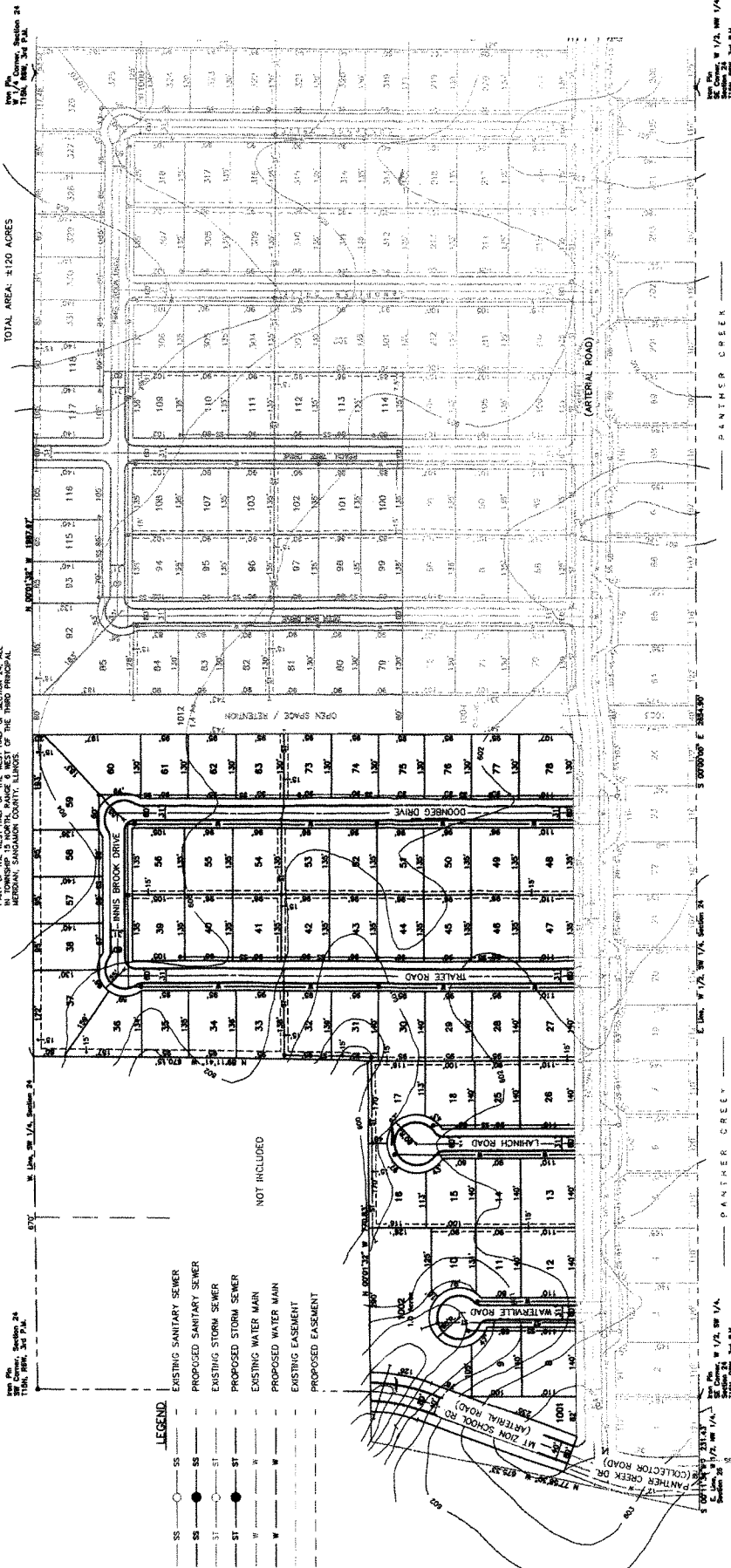
PART OF THE WEST HALF OF THE WEST HALF OF SECTION 24, ALL IN TOWNSHIP 13 NORTH, RANGE 9, WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS.

APRIL 14, 2025
TOTAL AREA: ±120 ACRES



- LEGEND**
- SS — EXISTING SANITARY SEWER
 - SS — PROPOSED SANITARY SEWER
 - ST — EXISTING STORM SEWER
 - ST — PROPOSED STORM SEWER
 - W — EXISTING WATER MAIN
 - W — PROPOSED WATER MAIN
 - E — EXISTING EASEMENT
 - E — PROPOSED EASEMENT

NOT INCLUDED



- NOTES**
- NO PART OF THIS PLAT IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) (EFFECTIVE DATES: AUGUST 2, 2007).
 - THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE GROUND STRUCTURES AND RECORD DRAWINGS. ADDITIONAL BURIED UTILITIES/STRUCTURES MAY BE SHOWN HEREON. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES.
 - FIRE PROTECTION REQUIREMENTS, FIRE HYDRANTS SHALL BE INSTALLED TO MEET APPROPRIATE DISTANCE REQUIREMENTS.
 - DRIVEWAY ACCESS TO FORMAL LANE ONLY FROM FRONTAGE ISLANDS.
 - UTILITY EASEMENTS: IS ADJACENT TO ALL RIGHT-OF-WAY LINES AND LOT LINES. THE TWO LOT LINES AS SHOWN.
 - IF NEARBY STRUCTURES ARE LOCATED WITHIN THE EASEMENT AREA, DRAINAGE, UTILITIES AND STORM WATER DETENTION.

- NOTES**
- AREA = ±120 ACRES
- EXISTING LAND USE = SINGLE FAMILY SUBDIVISION/AGRICULTURE
- PROPOSED LAND USE = SINGLE FAMILY SUBDIVISION (263 LOTS)
- EXISTING ZONING AND PROPOSED ZONING = R-1, CITY OF SPRINGFIELD
- SEWAGE DISPOSAL = SANGAMON COUNTY WATER RECLAMATION DISTRICT
- WATER SUPPLY = CITY WATER, LIGHT, AND POWER
- ELECTRIC SUPPLY = CITY WATER, LIGHT, AND POWER
- FIRE PROTECTION = CITY OF SPRINGFIELD
- GAS = AMEREN
- SCHOOL DISTRICT = BALL-CHATHAM UNIT SCHOOL DIST. NO. 5

The Sangamon County Regional Planning Commission has approved this plat.

By: *[Signature]*
Date: JAN 11, 2025

REGISTERED PROFESSIONAL ENGINEER
SANGAMON COUNTY, ILLINOIS
SANGAMON COUNTY, ILLINOIS

OWNER & DEVELOPER
J.C. DOWNEY, INC.
3695 S. 8TH STREET FRONTAGE ROAD WEST
SPRINGFIELD, IL 62711
CONTACT: PHIL MARTIN, P.E. (217) 698-8900

ENGINEER & LAND SURVEYOR
MARTIN ENGINEERING COMPANY
3695 S. 8TH STREET FRONTAGE ROAD WEST
SPRINGFIELD, IL 62711
CONTACT: PHIL MARTIN, P.E. (217) 698-8900

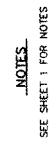
NO.	DATE	REVISION	BY
1	01/11/2025	ISSUED FOR RECORD	PHIL MARTIN
2	01/11/2025	REVISION: CORRECTED LOT LINES	PHIL MARTIN
3	01/11/2025	REVISION: CORRECTED LOT LINES	PHIL MARTIN

1	01/11/2025	ISSUED FOR RECORD
2	01/11/2025	REVISION: CORRECTED LOT LINES
3	01/11/2025	REVISION: CORRECTED LOT LINES

1	01/11/2025	ISSUED FOR RECORD
2	01/11/2025	REVISION: CORRECTED LOT LINES
3	01/11/2025	REVISION: CORRECTED LOT LINES

1	01/11/2025	ISSUED FOR RECORD
2	01/11/2025	REVISION: CORRECTED LOT LINES
3	01/11/2025	REVISION: CORRECTED LOT LINES

2025-261

[illegible]

A/M/E
MARTIN ENGINEERING COMPANY
12000 130th Avenue, S.W. Suite 100
Bellevue, WA 98005
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June 4, 2025

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

RE: Panther Creek West Location and Sketch Map and Variance of Section 153.157(L)

Dear Mr. Redpath:

At its May 21, 2025 meeting, the Springfield-Sangamon County Regional Planning Commission recommended approval of the above referenced Location and Sketch Map and Variance. Transmitted herewith you will find the original and prints, all endorsed by the Executive Director of the Springfield-Sangamon County Regional Planning Commission as required by the City of Springfield Land Subdivision Ordinance.

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Shannan Karrick", is written over a horizontal line.

Shannan Karrick
Executive Director

SK/JZ/EP/SR/st

Enc

CC: Tim Griffin
Dan Crouse
Greg Moredock
J.C. Dowson Inc.
Martin Engineering Company



MEMO TO: Honorable Mayor Misty Buscher &
Springfield City Council

FROM: Shannan Karrick, Executive Director *SK*

DATE: June 4, 2025

RE: Recommendation of Panther Creek West Location & Sketch Map and Variance
of Section 153.157(L)

Enclosed is a summary of a Location & Sketch Map and Variance reviewed at the May 21, 2025 Springfield-Sangamon County Regional Planning Commission meeting. Included in the summary is the Planning Commission's recommendation to the City Council. Also enclosed is a general location map of this subdivision for your convenience.

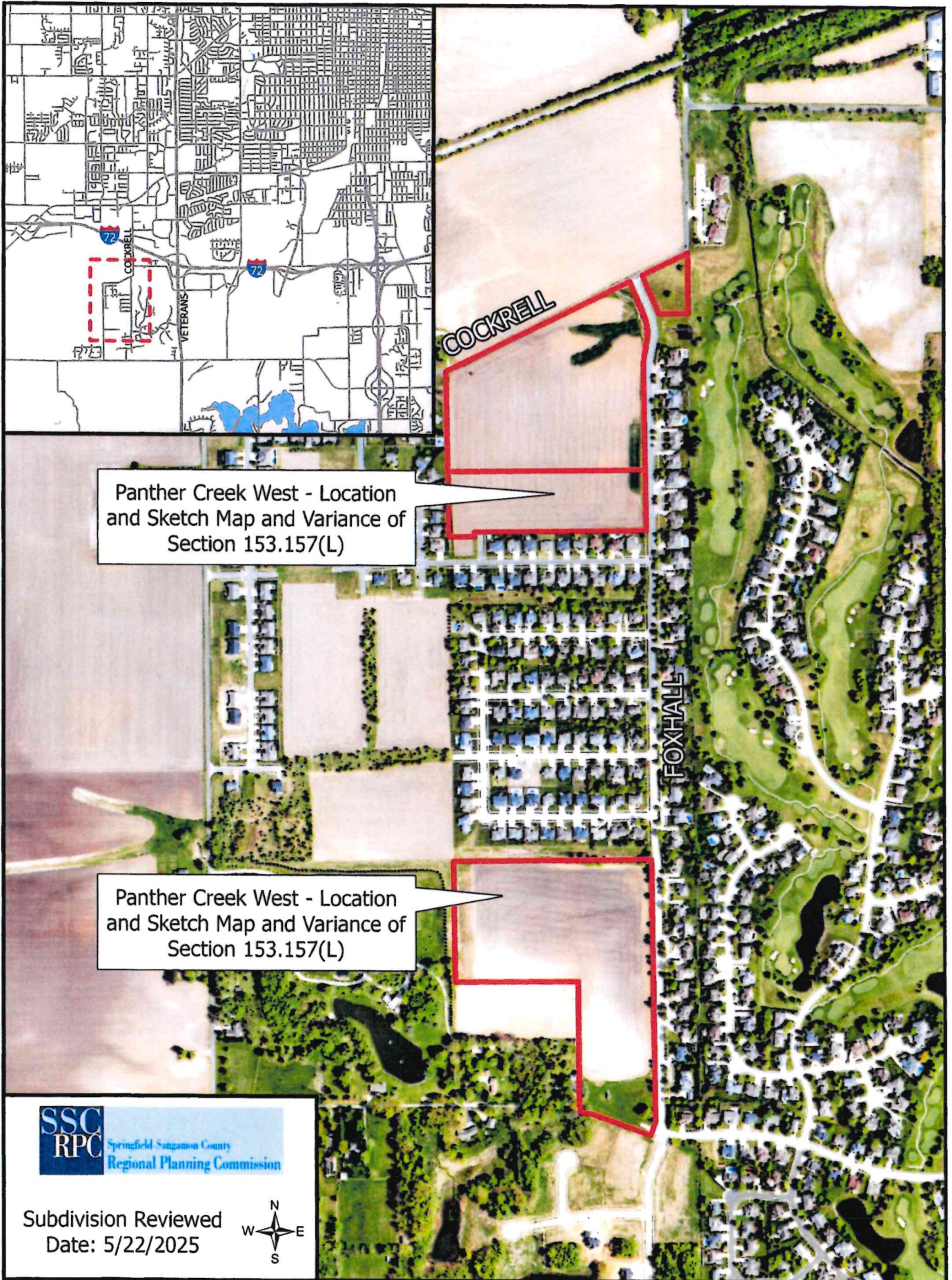
The original and the required number of prints have been forwarded to the City Clerk for transmittal to the appropriate City departments. After the City Engineer receives any required documents, the plan will be referred to the City Council for action.

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

SK/JZ/EP/SR/st

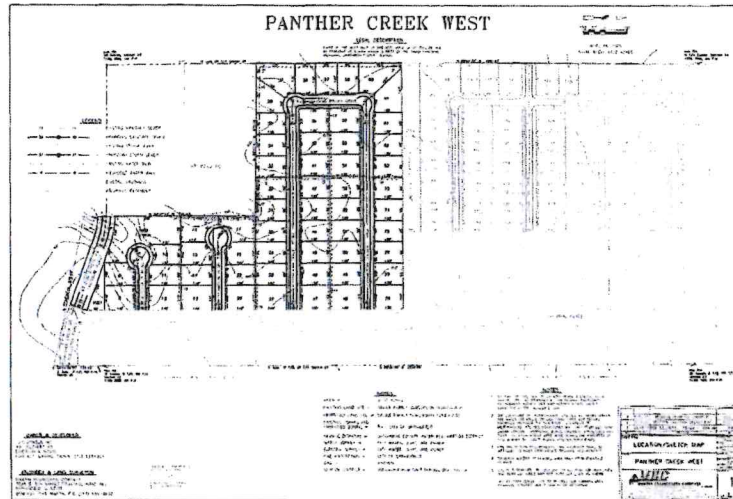
Enc

cc: Tim Griffin
Dan Crouse
Greg Moredock
Amy Rasing





PROJECT SUMMARY



Development: Panther Creek West - Location and Sketch Map and Variance of Section 153.157(L)

Owner: J.C. Dowson Inc. Acres: 120

Engineer: Martin Engineering Company Lots: 263

Location: Pt. of the W 1/2 of the W 1/2, Sec. 24, T15N, R6W - Located south of the intersection of Foxhall Lane and Cockrell Lane.

Corporate Limits: ☒ in ☐ out

Project description: This development will divide the remaining unplatted portions of Panther Creek West. The previously approved Location and Sketch Map and Preliminary Plan have expired, as it has been more than 3 years since the last final plat was approved, making the resubmission required to proceed within the subdivision process. The developer requested a variance that would allow Lot 261 to have direct access onto Foxhall Lane, an arterial road. All essential services are available to serve the site.

Essential Services: Sewer: SCWRD Electric: CWLP
Water: CWLP Fire Protection: SFD

Variances approved: 153.157(L) - Restriction of Access

Recommendation: Recommend approval of the Location and Sketch Map and Variance.

ORDINANCE FACT SHEET

DATE OF 1st READING: 06/17/2025

OFFICE REQUESTING: Public Works

CONTACT PERSON: Daniel Crouse

PHONE NUMBER: 217-789-2255

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

FISCAL IMPACT: _____

SUGGESTED TITLE: AN ORDINANCE APPROVING THE LOCATION AND SKETCH MAP OF PANTHER CREEK WEST FOR THE OFFICE OF PUBLIC WORKS

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐

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

Method of Purchase (check one)

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

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☐

Is Purchasing Agent approval attached? No ☐ Yes ☐

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

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

STAFF ANALYSIS

An ordinance approving the location and sketch map of Panther Creek West for the Office of Public Works. The Land Subdivision Committee and the Springfield/Sangamon County Regional Planning Commission both recommend approval of the location and sketch map. The subdivision is located on the south side of Cockrell Lane, on the north side of Mt Zion School Road, and on the east side of Bogey Hills Estates (located on the east side of Cockrell Lane).

FUNDS CHECK BY:

Date: _____

DIRECTOR / SUPERVISOR: 

Date: 6/9/25

CITY PURCHASING AGENT:

Date: _____

SIGN OFF: 
(Mayor's Signature) *GEM*

(Director of OBM)

The information supplied on this form is not confidential information.

2025 - 261

AN ORDINANCE AUTHORIZING THE EXECUTION OF CONTRACT NO. PW 26-04-09 FOR CONSTRUCTION WITH JOHNCO CONSTRUCTION INC. OF OLD STATE CAPITOL PEDESTRIAN ACCESS IN AN AMOUNT NOT TO EXCEED \$468,000.00 FOR THE OFFICE OF PUBLIC WORKS

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

WHEREAS, the Office of Public Works desires to do construction of pedestrian access covers for the Old State Capitol Parking Ramp. This work will be completed at the pedestrian entrances off 5th Street, 6th Street and Washington Street; and

WHEREAS, Johnco Construction Inc. is willing and able to provide this construction in the amount of \$468,000.00, in accordance with the terms of the City's "Request for Proposal, PW 26-04-09;" and

WHEREAS, it is necessary to enter into a contract with Johnco Construction Inc.; and

WHEREAS, a copy of the contract and proposal from Johnco Construction Inc. shall be located in the Office of the City Clerk and identified as Proposal PW 26-04-09.

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

Section 1: That the City Council hereby authorizes the execution of a contract with Johnco Construction Inc. for construction of pedestrian access covers for the Old State Capitol Parking Ramp off 5th Street, 6th Street, and Washington Street Proposal PW 26-04-09. The Mayor and City Clerk are authorized to execute the contract and any necessary documents on behalf of the City.

Section 2: That the Office of Budget and Management is hereby authorized to make payment in an amount not to exceed \$468,000.00 to Johnco Construction Inc. from account number 095-110-WORK-INFR-2307 in accordance with the terms of Proposal PW 26-04-09.

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

PASSED: _____, 2025

SIGNED: _____, 2025

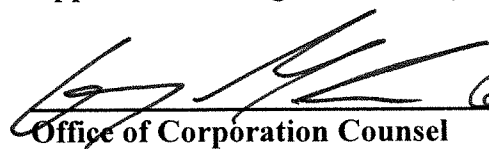
RECORDED: _____, 2025

Mayor Misty Bucher

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

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 6-12-28
Office of Corporation Counsel

BID TABULATION

FILE:122002/7.0

PROJECT:	OWNER:	CONTRACT:	Renovations
TITLE	Old State Capitol Pedestrian	City of Springfield	TRADE:

CONTRACT: Renovations

Department of Public Works

PHASE:

CONTRACT:	PW 26-04-09 (MMLP #122002)	LOCATION:	
		ADDRESS:	300 South 7th Street

BIDS DUE:	5/15/2025	2:00 PM	Springfield, Illinois 62701	ESTIMATE:
------------------	-----------	---------	-----------------------------	------------------

AT: Council Chambers - 3rd Floor- Muni West

217-789-2255 217-789-2366

PHONE: _____ FAX: _____

PAGE OF

BID SECURITY: 1 = BID BOND, 2 = CERT. CHECK, 3 = OTHER

[illegible]

REVIEWED
COMMITTEE ON STANDARDIZATIONS
AND SPECIFICATIONS

MAY 20 2025

BY

CHAIRMAN

ORDINANCE FACT SHEET

REQUEST FORM NO: 25-35
DATE OF 1ST READING: 6/17/25

OFFICE REQUESTING: Public Works

CONTACT PERSON: David Whitworth

PHONE NUMBER: 789-2255

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

TYPE OF ORDINANCE: Low Bid FISCAL IMPACT: \$468,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING EXECUTION OF CONTRACT PW26-04-09 FOR CONSTRUCTION OF OLD STATE CAPITOL PEDESTRIAN ACCESS COVERS IN AN AMOUNT NOT TO EXCEED \$468,000.00 FOR THE OFFICE OF PUBLIC WORKS

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

Agreement

CONTRACTOR / VENDOR NAME: Johnco Construction, Inc.

VENDOR NO:

CONTRACT TERM: Completion

CONTRACT #

PW26-04-09

Change in Scope

Yes ☐No ☒

CONTRACT AMOUNT: \$468,000.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #

☒ Low Bid☐ Other:

Is Purchasing Agent approval required?

No ☐Yes ☒☐ Low Bid Meeting Specs☐ Exception:

Is Purchasing Agent approval attached?

No ☐Yes ☒☐ Low Evaluated Bid

Code Provision:

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	095	110	WORK	INFR	2307	\$468,000.00
2						
3						
4						

COMMENTS

This ordinance is for the construction of pedestrian access covers for the Old State Capitol Parking Ramp. This work will be completed at the pedestrian entrances off of 5th Street, 6th Street, and Washington Street.

SIGN OFF:

(Mayor's Signature)

GEM

(Director of OBM)

**AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "D" LIQUOR
LICENSES BY ONE FOR VONDRA SOCIAL HOUSE INC. D/B/A
VONDRA SOCIAL HOUSE, LOCATED AT 724 E. EDWARDS**

WHEREAS, Vondra Social House Inc. has applied for a Class "D" liquor license for the business known as Vondra Social House, located at 724 E. Edwards; 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

 6-11-25
Office of Corporation Counsel / Date

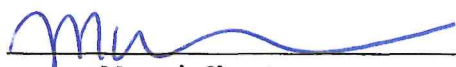
**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
07/01/2025	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Vondra Social House Inc. dba Vondra Social House		
LOCATION:	724 E. Edwards		
EMERGENCY PASSAGE: (Please check one)	☐ YES	☒ NO	
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	New Restaurant wanting to sell alcohol for onsite consumption		

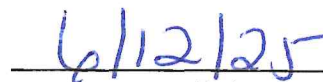
Column1	Column2	Column3	Column4
	AA	Tavern license with packaged sales	2:00 a.m.
	A	Tavern license - NO packaged sales	2:00 a.m.
	B	Packaged sales	2:00 a.m.
	B1	Packaged sales	10:00 p.m.
	C	Packaged beer and wine only	2:00 a.m.
	C1	Packaged beer and wine only	10:00 p.m.
I	D	In conjunction with restaurant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

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

SIGN OFF:


Mayor's Signature

GEM


Date

**AN ORDINANCE ESTABLISHING THE SHA (MADISON PARK) TAX
INCREMENT FINANCING (TIF) NEIGHBORHOOD IMPROVEMENT
GRANT PROGRAM**

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

WHEREAS, the City has adopted a program for the Redevelopment Project Area (as hereinafter defined) known as the SHA Tax Increment Redevelopment Plan in the City of Springfield pursuant to "The Tax Increment Allocation Redevelopment Act, as amended," 65 ILCS 5/11-74.4-1, et seq. (hereinafter referred to as the "Act,"); and

WHEREAS, the City has a compelling interest in promoting equitable economic development, reinvestment, and blight reduction in historically underfunded neighborhoods within the SHA (Madison Park) TIF District; and

WHEREAS, the City Council desires to create a Neighborhood Improvement Grant Program to support small business development, property vitalization, and community stabilization for both commercial and owner-occupied residential properties within the SHA (Madison Park) TIF District boundaries; and

WHEREAS, This Program is authorized under the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.), which allows TIF funds to be used for rehabilitation, renovation, and neighborhood reinvestment. This ordinance follows precedents set by: Chicago, IL: Small Business Improvement Fund (SBIF) and Neighborhood Opportunity Fund; Rockford, IL: Owner-occupied residential TIF improvement grants; Peoria, IL: South Village Tax Increment Financing District (TIF) Commercial Rehabilitation Program; St. Louis, MO: Mixed-use TIF-funded revitalization grants; and

WHEREAS, it is in the best interest of the City of Springfield to establish the TIF District Neighborhood Improvement Grant Program, as set forth in the attached Exhibit A; and

WHEREAS, the City proposes to provide financial assistance in the total amount not to exceed \$450,000.00 to the Redeveloper for the Project utilizing tax increment financing funds; and

WHEREAS, a copy of the agreement will be located in the Office of the City Clerk.

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

Section 1: That the City Council hereby approves and authorizes the creation of a SHA (Madison Park) Neighborhood Improvement Grant Program for financial assistance in a total amount not to exceed \$450,000.00 to support small business development, property vitalization, and community stabilization for both commercial and owner-occupied residential properties, under the terms set forth in Exhibit A.

Section 2: That 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: Alderman Shawn Gregory

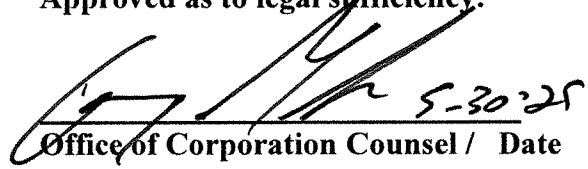
 5-30-25
Office of Corporation Counsel / Date

Exhibit A

SECTION 1.

Program Established

There is hereby established the SHA (Madison Park) TIF Neighborhood Improvement Grant Program (hereafter "the Program") to be administered by the Office of Planning and Economic Development (OPED) or its designee.

SECTION 2.

Program Funding and Duration

A total of \$450,000 in annual TIF funds from the SHA (Madison Park) Springfield TIF District shall be allocated to this Program. The Program shall remain in effect until all funds are exhausted or until December 31, 2027, whichever comes first.

SECTION 3.

Eligible Applicants

A. Businesses

- Must be located within the SHA (Madison Park) Springfield TIF District.
- Must be a for-profit business with 25 or fewer employees.
- May apply for grants up to \$75,000.
- Priority shall be given to applicants who have never received TIF funding from the City of Springfield.

B. Owner-Occupied Residential Properties

- Property must be located within the TIF district and be the applicant's primary residence.
 - Proof of ownership and residency is required (owner-occupied exemption, voter registration, ID).
 - May apply for grants up to \$25,000.
 - Priority shall be given to applicants who have never received TIF funding from the City of Springfield.
-

SECTION 4.

Eligible Improvements

For Business Properties:

1. Façade repair or restoration (masonry, doors, windows, awnings, etc.).
2. New or improved signage and exterior lighting.
3. Code-compliant interior buildouts (plumbing, HVAC, electric, ADA accessibility).
4. Roof replacement or structural stabilization.
5. Parking lot resurfacing, fencing, and security improvements.
6. Any other TIF eligible expenses.

For Owner-Occupied Homes:

1. Roof replacement or repair.
2. Porch and entryway rehabilitation.
3. Siding, window, and door replacement.
4. Exterior painting or tuckpointing.
5. ADA accessibility upgrades.
6. Security lighting or perimeter fencing.

7. Replacement of water lines from the home to the meter.
8. Any other TIF eligible expenses.

SECTION 5.

Application and Review Process

- Applications shall be made available on a rolling basis through OPED.
- Applicants must submit a scope of work, two contractor estimates, proof of eligibility, and supporting documentation.
- OPED shall prioritize projects by first-time TIF applicants, project readiness, and potential impact.
- OPED shall make a determination on whether to issue a grant within sixty (60) days of the receipt of an application.
- All funded projects must be completed within 12 months of award unless otherwise extended in writing.

SECTION 6.

Disbursement and Contractor Payments

- Funds shall be disbursed through:
 - Reimbursement upon project completion and submission of paid invoices; or
 - Direct contractor payment as work is completed and verified by city inspection.
- Payment draws shall be based on project milestones or approved schedules.
- OPED may authorize partial advance payments (up to 25%) for eligible homeowners or microbusinesses experiencing hardship.

- A grant agreement, lien, or clawback clause may be required to ensure compliance.
- There shall not be a match required by the applicant, and projects may be 100% funded by TIF funds through this program.

SECTION 7.

Oversight and Reevaluation

- OPED shall provide quarterly reports to the City Council summarizing applications, approvals, project types, and locations.
-

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: _____

6/3/2025

OFFICE REQUESTING: Office of Council Coordinator

CONTACT PERSON: Alderman Shawn Gregory

PHONE NUMBER: 217-789-2151

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

TYPE OF ORDINANCE: TIF / Grant

FISCAL IMPACT: \$ _____

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

SUGGESTED TITLE:

AN ORDINANCE ESTABLISHING THE SHA (MADISON PARK) TAX INCREMENT FINANCING (TIF) NEIGHBORHOOD IMPROVEMENT GRANT PROGRAM FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT

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

CONTRACTOR / VENDOR NAME: _____

VENDOR NO: _____

CONTRACT TERM: _____

Change in Scope

Yes ☐ No ☒

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid

☒ Other: TIF / Grant

☐ 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			FUND BALANCE		
2			AND/OR		
3			CURRENT YEAR REVENUE from		
4			PROP TAX		

Budgeted: \$750K Madison Activity
\$250K Rehab Activity

Pilsbury \$450K earmarked from Madison Activity

COMMENTS

AN ORDINANCE ESTABLISHING THE SHA (MADISON PARK) TAX INCREMENT FINANCING (TIF) NEIGHBORHOOD IMPROVEMENT GRANT PROGRAM FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1	007	111	DEVL MADI	2110	450,000
2					
3					
4					

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: 6/6/2025

SIGN OFF: _____

(Mayor's Signature)

GEM

(Director of OBM)

**AN ORDINANCE ESTABLISHING THE FAR EAST TAX INCREMENT
FINANCING (TIF) NEIGHBORHOOD IMPROVEMENT GRANT
PROGRAM**

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

WHEREAS, the City has adopted a program for the Redevelopment Project Area (as hereinafter defined) known as the Far East Tax Increment Redevelopment Plan in the City of Springfield pursuant to "The Tax Increment Allocation Redevelopment Act, as amended," 65 ILCS 5/11-74.4-1, et seq. (hereinafter referred to as the "Act,"); and

WHEREAS, the City Council desires to create an Neighborhood Improvement Grant Program to support small business development, property vitalization, and community stabilization for both commercial and owner-occupied residential properties within the Far East TIF District boundaries; and

WHEREAS, This Program is authorized under the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.), which allows TIF funds to be used for rehabilitation, renovation, and neighborhood reinvestment. This ordinance follows precedents set by: Chicago, IL: Small Business Improvement Fund (SBIF) and Neighborhood Opportunity Fund; Rockford, IL: Owner-occupied residential TIF improvement grants; Peoria, IL: South Village Tax Increment Financing District (TIF) Commercial Rehabilitation Program; St. Louis, MO: Mixed-use TIF-funded revitalization grants; and

WHEREAS, it is in the best interest of the City of Springfield to establish the TIF District Neighborhood Improvement Grant Program, as set forth in the attached Exhibit A; and

WHEREAS, the City proposes to provide financial assistance in the total amount not to exceed \$800,000.00 to the Redeveloper for the Project utilizing tax increment financing funds; and

WHEREAS, a copy of the agreement will be located in the Office of the City Clerk.

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

Section 1. That the City Council hereby approves and authorizes the creation of a Far East TIF Neighborhood Improvement Grant Program for financial assistance in a total amount not to exceed \$800,000.00 to support small business development, property vitalization, and community stabilization for both commercial and owner-occupied residential properties, under the terms set forth in Exhibit A.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Alderman Shawn Gregory


Office of Corporation Counsel /Date

Exhibit A

SECTION 1.

Program Established

There is hereby established the Far East TIF Neighborhood Improvement Grant Program (hereafter “the Program”) to be administered by the Office of Planning and Economic Development (OPED) or its designee.

SECTION 2.

Program Funding and Duration

A total of \$800,000 in annual TIF funds from the Far East Springfield TIF District shall be allocated to this Program. The Program shall remain in effect until all funds are exhausted or until December 31, 2027, whichever comes first.

SECTION 3.

Eligible Applicants

A. Businesses

- Must be located within the Far East Springfield TIF District.
- Must be a for-profit business with 25 or fewer employees.
- May apply for grants up to \$75,000.
- Priority shall be given to applicants who have never received TIF funding from the City of Springfield.

B. Owner-Occupied Residential Properties

- Property must be located within the TIF district and be the applicant's primary residence.
- Proof of ownership and residency is required (owner-occupied exemption, voter registration, ID).
- May apply for grants up to \$25,000.
- Priority shall be given to applicants who have never received TIF funding from the City of Springfield.

SECTION 4.

Eligible Improvements

For Business Properties:

1. Façade repair or restoration (masonry, doors, windows, awnings, etc.).
2. New or improved signage and exterior lighting.
3. Code-compliant interior buildouts (plumbing, HVAC, electric, ADA accessibility).
4. Roof replacement or structural stabilization.
5. Parking lot resurfacing, fencing, and security improvements.
6. Any other TIF eligible expenses.

For Owner-Occupied Homes:

1. Roof replacement or repair.
2. Porch and entryway rehabilitation.
3. Siding, window, and door replacement.
4. Exterior painting or tuckpointing.
5. ADA accessibility upgrades.
6. Security lighting or perimeter fencing.

7. Replacement of water lines from home to water meter.
8. Any other TIF eligible expenses.

SECTION 5.

Application and Review Process

- Applications shall be made available on a rolling basis through OPED.
- Applicants must submit a scope of work, two contractor estimates, proof of eligibility, and supporting documentation.
- OPED shall prioritize projects by first-time TIF applicants, project readiness, and potential impact.
- OPED shall make a determination on whether to issue a grant within sixty (60) days of the receipt of an application.
- All funded projects must be completed within 12 months of award unless otherwise extended in writing.

SECTION 6.

Disbursement and Contractor Payments

- Funds shall be disbursed through:
 - Reimbursement upon project completion and submission of paid invoices; or
 - Direct contractor payment as work is completed and verified by city inspection.
- Payment draws shall be based on project milestones or approved schedules.
- OPED may authorize partial advance payments (up to 25%) for eligible homeowners or microbusinesses experiencing hardship.
- A grant agreement, lien, or clawback clause may be required to ensure compliance.

- There shall not be a match required by the applicant, and projects may be 100% funded by TIF funds through this program.
-

SECTION 7.

Oversight and Reevaluation

- OPED shall provide quarterly reports to the City Council summarizing applications, approvals, project types, and locations.
-

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: _____

6/3/2025

OFFICE REQUESTING: Office of Council Coordinator

CONTACT PERSON: Alderman Shawn Gregory

PHONE NUMBER: 217-789-2151

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

TYPE OF ORDINANCE: TIF / Grant

FISCAL IMPACT: \$ _____

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

SUGGESTED TITLE:

AN ORDINANCE ESTABLISHING THE FAR EAST TAX INCREMENT FINANCING (TIF) NEIGHBORHOOD IMPROVEMENT GRANT PROGRAM FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT

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

CONTRACTOR / VENDOR NAME: _____

VENDOR NO: _____

CONTRACT TERM: _____

Change in Scope

Yes ☐ No ☒

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid

☒ Other: TIF / Grant

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			FUND BALANCE		
2			OR		
3			CURRENT REVENUE PROJ		
4			TAX		

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1	062	111	DEVL FARE	2110	800 000
2					
3					
4					

Budgeted: \$800K FARE → \$140K SP-10 Project
\$250K REHAB

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: 6/6/2025

COMMENTS

AN ORDINANCE ESTABLISHING THE FAR EAST TAX INCREMENT FINANCING (TIF) NEIGHBORHOOD IMPROVEMENT GRANT PROGRAM FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT

SIGN OFF: _____

(Mayor's Signature)

GEM

(Director of OBM)

**A RESOLUTION TO SUPPORT AND ADVANCE THE “HISTORY
ACROSS THE TRACKS” INITIATIVE TO PROMOTE CULTURAL
PRESERVATION, TOURISM, AND ECONOMIC DEVELOPMENT IN
EAST SPRINGFIELD**

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

WHEREAS, the City recognizes the cultural, historical, and social contributions of the East Springfield community, particularly Black and minority residents, to the City’s heritage and identity; and

WHEREAS, the History Across the Tracks initiative is a multi-site cultural preservation and tourism effort focused on historic landmarks east of the 11th Street railroad tracks, including the Ambidextrous House, Engine House No. 5 (the all-Black firehouse,) the Lincoln Colored Home by Eva Carroll Monroe, Zion Baptist Church, the Dr. Edwin Lee E. Building, and the Southtown Walk of Fame honoring Black and minority heroes; and

WHEREAS, this initiative utilizes important historical narratives, including Abraham Lincoln’s ties to slavery and emancipation and the recently designated 1908 Springfield Race Riot National Monument, to educate residents and visitors about Springfield’s complex history and promotes heritage tourism; and

WHEREAS, this initiative has received support from key stakeholders, including Senator Doris Turner, community organizations, and local businesses; and

WHEREAS, the City Council recognizes that promoting cultural tourism and preserving historic sites in East Springfield contributes to equitable economic development, youth employment opportunities, and community revitalization.

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

Section 1: The City of Springfield formally supports the “History Across the Tracks” initiative as a key component of East Springfield’s cultural preservation and economic development strategy.

Section 2: The City commits to collaborating with community leaders, historical organizations, and relevant agencies to advance this initiative and secure funding, including leveraging state cultural district designations and other available resources.

Section 3: The City encourages integration of the initiative into broader redevelopment efforts to ensure sustainable tourism, youth engagement, and local business growth in East Springfield.

Section 4: The City will promote awareness and education around the historical sites and narratives encompassed by the “History Across the Tracks,” fostering community pride and regional tourism.

Section 5: The City directs the Office of Planning & Economic Development and other relevant departments to prioritize support and implementation of this initiative in coordination with community stakeholders.

Section 6: The City instructs the Springfield Visitors and Tourism Department to develop and present a comprehensive marketing plan for the History Across the Tracks initiative at the Springfield City Council meeting in February 2026.

Section 7: The City directs the Office of Planning & Economic Development to develop a funding strategy and game plan to secure necessary resources to support and sustain the History Across the Tracks initiative, to be presented alongside the marketing plan in February 2026.

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by:

 6-12-25
Office of Corporation Counsel / Date

Alderman Shawn Gregory
Alderman Lakeisha Purchase
Alderman Roy Williams Jr.

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: _____

6/17/2025

OFFICE REQUESTING: Council Coordinator

CONTACT PERSON: Alderman Shawn Gregory

PHONE NUMBER: 217-789-2000

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

TYPE OF ORDINANCE: Resolution

FISCAL IMPACT: \$

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

SUGGESTED TITLE:

A RESOLUTION TO SUPPORT AND ADVANCE THE "HISTORY ACROSS THE TRACKS" INITIATIVE TO PROMOTE CULTURAL PRESERVATION, TOURISM, AND ECONOMIC DEVELOPMENT IN EAST SPRINGFIELD

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

CONTRACTOR / VENDOR NAME: _____

VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope

Yes ☐ No ☒

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid

☐ Other: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☒ Yes ☐

☐ Low Bid Meeting Specs

☐ Exception: _____

Is Purchasing Agent approval attached? No ☒ Yes ☐

☐ Low Evaluated Bid

Code Provision: _____

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

**AN ORDINANCE AUTHORIZING A CONTRACT FOR THE OUTFIT AND
INSTALL OF THE EQUIPMENT, TECHNOLOGY, AND WORKSTATIONS IN
THE REAL TIME INFORMATION CENTER WITH THUNDERCAT
TECHNOLOGY IN AN AMOUNT NOT TO EXCEED \$204,546.03 FUNDED BY
THE "COPS" TECHNOLOGY & EQUIPMENT GRANT FOR THE
SPRINGFIELD POLICE DEPARTMENT**

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

WHEREAS, the City of Springfield previously passed Ordinance No. 462-11-24 accepting Grant 15JCOPS-24-GG-02157-TECP; and

WHEREAS, a portion of this grant was to be used to develop and acquire effective equipment, technologies, and inoperable communications that would assist in responding to and preventing crime; and

WHEREAS, Thundercat Technologies has agreed to complete the planned project at a cost below what SPD initially budgeted due to price matching government rates while also providing custom fabrication, installation, and maintenance support for the Real Time Information Center (RTIC); 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 38.38(a) and/or Section 38.41 of the City Code pertaining to purchases; and

WHEREAS, a copy of the contract with Thundercat Technology 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 the contract with Thundercat Technology for the outfit and installation of the equipment technology, and workstations in the Real Time Information Center and also provide custom fabrication, installation, and maintenance support for an amount not to exceed \$204,546.03. The Mayor is hereby authorized to execute and the City Clerk to attest any documents necessary on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment of 204,546.03 to Thundercat Technologies as follows:

INTO EXPENDITURE ACCOUNT	AMOUNT
077-112-POLC-COPS-1232	\$47,432.00
077-112-POLC-COPS-1501	\$31,145.56
077-112-POLC-COPS-1507	\$107,556.32
077-112-POLC-COPS-1604	\$12,136.31
077-112-POLC-COPS-1706	\$6,275.84
TOTAL	\$204,546.03

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

PASSED: _____, 2025

SIGNED: _____, 2025

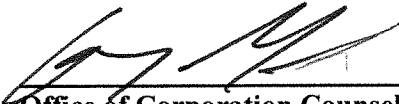
RECORDED: _____, 2025

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Mayor Misty Buscher

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 6-12-25

Office of Corporation Counsel / Date



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

MEMORANDUM

TO: Springfield Police Department

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: May 29, 2025

SUBJECT: Request for Exemption from Competitive Bidding

I have reviewed the Ordinance Fact Sheet with Thundercat Technology, for the purchase and installation of the Real Time Information Center in an amount not to exceed \$204,546.03.00 matching State of Illinois Contract Pricing for the Springfield Police Department.

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 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.



11190 Sunrise Valley Drive, Suite 200
Reston, VA 20191
www.thundercattech.com
(703) 674-0216

Tax ID: 26-1638572
UEI: UER4AJUB8D5
Cage Code: 50WMN7
(703) 674-0216

Customer
Springfield Police Department (IL)

Mike Gardner

michael.gardner@springfield.il.us

Quote DN108049 v1
Quote Date:
04/30/2025
Expiration Date:
05/30/2025
ID: OPP - 61870
Ref# 15977

ThunderCat Account Manager

Erik Schroeder
SLED Account Manager
Thundercat Technology LLC
11190 Sunrise Valley Drive, Suite 200 | Reston, VA 20191
Email: eschroeder@thundercattech.com
c:908-392-5013 o:804-379-8157

Contract Terms
OMNIA Partners
Region 4-ESC - TX
Contract Number: R210406
Payment Terms are NET 30

Actual lead times may vary based on vendor supply and demand

If customer proceeds with executing an order of this quote, customer must inform ThunderCat if they intend to pay using a credit card or government purchase card as the order will be subject to a 3% fee

RTIC Display Wall, Processing, & Workstation Routing

Line	MFPN	Manufacturer	Description	Qty	Unit Cost	Unit Sell	Ext. Sell
1	Pla-998-2595-00	Planar	VM55-MX-M2: 55in. 1920x1080 700 nit 0.88mm bezel to bezel width LCD video wall display. 24x7 landscape and portrait OPS slot. Internal power supply and electronics. Built-in video wall processing for up to 10x10. IR RS-232 and LAN control.	8	\$4,975.71	\$4,876.20	\$39,009.60
2	Pla-935-0550-00	Planar	VM552 Micro and XNB Trim. Landscape: Top/Bottom; Portrait: L; Cosmetic Trim for 2nd generation VM Series 55in Micro and 55in XNB Display to cover the top or bottom edge of the LCD when mounted in landscape and left or right edge of LCD when mounted in portrait.	8	\$135.71	\$133.00	\$1,064.00
3	Pla-935-0551-00	Planar	VM552 Micro and XNB Trim. Landscape: Left/Right; Portrait: T; Cosmetic Trim for 2nd generation VM Series 55in Micro and 55in XNB Display to cover the left or right edge of the LCD when mounted in landscape and top or bottom edge of LCD when mounted in portrait.	4	\$120.00	\$117.60	\$470.40
4	Pla-998-0368-00	Planar	VM1-MXL; Video Wall Mount for VM Series displays - landscape orientation only. Spring-loaded scissor extension and integrated service kickstand for rear display access. Precise lateral alignment capability. Ships with universal hardware kit.	8	\$750.00	\$735.00	\$5,880.00
5	Pla-998-1891	Planar	VM1-MXL Spacer -498	2	\$0.00	\$0.00	\$0.00

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RTIC Display Wall, Processing, & Workstation Routing

Line	MFR PN	Manufacturer	Description	Qty	Unit List	Unit Sell	Ext. Sell
6	Pla-FRC	Planar	Shipping and Handling	1	\$3,091.43	\$3,029.52	\$3,029.52
7	Pla-IMPORT	Planar	Import Tariff Free Special charge for import tariffs. Subject to change based on any new or additional tariffs imposed.	1	\$9,474.29	\$9,284.80	\$9,284.80
8	Ext-60-1885-52	Extron	DTP3 T 203	2	\$2,190.00	\$2,146.20	\$4,292.40
9	Ext-60-1869-63	Extron	DTP3 R 201	4	\$990.00	\$970.20	\$3,880.80
10	Ext-60-1869-62	Extron	DTP3 T 202	2	\$1,150.00	\$1,127.00	\$2,254.00
11	Jup-CatalystV-4HC-4HD4K30-4HD4K60-1SSD-64RAM-2PSU	Jupiter Systems	Model Name CatalystV-4HC-4HD4K30-4HD4K60-1SSD-64RAM-2PSU	1	\$31,870.00	\$31,232.60	\$31,232.60
12	Jup-D-CAN-001-01	Jupiter Systems	Canvas Client-Floating License	2	\$0.00	\$0.00	\$0.00
13	Jup-D-CAN-000-01	Jupiter Systems	Canvas Server Standalone License	1	\$0.00	\$0.00	\$0.00
14	Jup-3-CAV-000-00	Jupiter Systems	(Catalyst V Basic Spares Kit) Includes one 4-615-050-00 Catalyst V Mid-Chassis Fan one 4-619-070-04 1TB SATA SSD on Carrier and one 5-612-058-00 550W PSU.	1	\$595.00	\$583.10	\$583.10
15	Jup-UP-CARE-FC	Jupiter Systems	Additional Years of Jupiter Care. The first two years of a limited hardware warranty. A Software Support & Updates area included.	1	\$0.00	\$0.00	\$0.00
16	Net-GSM4328PB-100NES	Netgear	M4300-28G-POE+ MANAGED SW APS1000W	1	\$3,478.64	\$3,409.07	\$3,409.07
17	AMX-AMX-UTP1011	AMX	VARIA-100, AMX Varia 10.1â€³ Professional-Grade Persona-Defined Touch Panel	1	\$2,842.00	\$2,785.16	\$2,785.16
18	AMX-AMX-UMT1001	AMX	VARIA-ACS-100F, AMX Varia Fixed Tablettop Stand for VARIA-100 & VARIA-100N	1	\$228.00	\$223.44	\$223.44
19	AMX-FG2106-03	AMX	NX-3200, NX-3200 NetLink NX Integrated Controller with 512 MB RAM 1600 MIPS Processor 8 UK of FLASH 8 Serial Ports 8 I/O Ports 8 Relays IPv6 and Dual NIC	1	\$4,062.00	\$3,980.76	\$3,980.76
20	Ext-60-1471-12	Extron	USB Extender Plus T	2	\$820.00	\$803.60	\$1,607.20
21	Ext-60-1471-13	Extron	USB Extender Plus R	1	\$820.00	\$803.60	\$803.60
22	Ext-42-267-01	Extron	USB Plus Matrix Controller	1	\$1,150.00	\$1,127.00	\$1,127.00
23	Log-920-008671	Logitech	Logitech MK540 Advanced	1	\$59.99	\$58.79	\$58.79
24	Ext-60-738-01	Extron	ASA 111	2	\$82.00	\$80.36	\$160.72
25	Ext-60-1054-01	Extron	DMP 64 - Audio DSP	1	\$1,850.00	\$1,813.00	\$1,813.00
26	Ext-60-1449-01	Extron	MPA 601-70V	1	\$590.00	\$578.20	\$578.20
27	Ext-60-1310-03	Extron	SF 26CT Speakers (Pair)	1	\$630.00	\$617.40	\$617.40

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-
22
25
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RTIC Display Wall, Processing, & Workstation Routing

Line	MFPN	Manufacturer	Description	Qty	Unit List	Unit Sell	Ext. Sell
28	Mid-BGR-255A27MDK-A3	Middle Atlantic Products Inc.	25SP 27DEEP PLEXI DOOR & ASIAN NIGHT TOP	1	\$3,260.00	\$3,194.80	\$3,194.80
29	Ext-60-190-01	Extron	RSU 129 GRAY	4	\$174.00	\$170.52	\$682.08
30	Mid-PWR-9-RPM	Middle Atlantic Products Inc.	15A 9 OUT RKMNT MON	1	\$200.00	\$196.00	\$196.00
31	Mid-PD-815SC-NS	Middle Atlantic Products Inc.	SLIM PWR STRIP 8 OUTLET 1	1	\$170.00	\$166.60	\$166.60
32	Mid-PDX-915R-SP	Middle Atlantic Products Inc.	15A 9 OUT SERIES SURGE W/CTRL	1	\$900.00	\$882.00	\$882.00
33	Wel-T2404L5SH-Black	Welltron	Description - CAT6 / STP / 550 Mhz / Plenum Cable 1000'	4	\$850.00	\$833.00	\$3,332.00
34	Lib-16-2C-TTP-BLK	Liberty Wire & Cable Inc.	TIGHT TUBE 16/2 CMP BLACK 1000 ft spool	1	\$465.28	\$455.97	\$455.97
Subtotal:						\$127,055.01	

RTIC Dispatch Console (Furniture & Freight)

Line	MFPN	Manufacturer	Description	Qty	Unit List	Unit Sell	Ext. Sell
35	OEM-CTI-FRE-72	Constant Technologies Inc	Freedom Series Beam LIFT Console Single Position 72"W x 39"D	2	\$6,698.04	\$6,564.08	\$13,128.16
36	OEM-CTI-END-FRE	Constant Technologies Inc	End Panel Freedom Console 24" x 21" - Standard HPL Finish	2	\$168.16	\$164.80	\$329.60
37	OEM-CTI-CPUFXD-12	Constant Technologies Inc	CPU Shelf - Fixed - 12" deep x 20" wide	4	\$67.11	\$65.77	\$263.08
38	OEM-CTI-FAN-80	Constant Technologies Inc	Ultra-Quiet 80mm USB Fan with Speed Controller and AC Wall Adapter Single Fan with Mounting Bracket	2	\$94.63	\$92.74	\$185.48
39	OEM-CTI-PWR-1920A-10C10	Constant Technologies Inc	Power Strip Upper Wire Tray - 19"L 20A 10 Outlet 10' Cord w/ Molded Plug	2	\$110.12	\$107.92	\$215.84
40	OEM-CTI-PWR-1920A-10C6	Constant Technologies Inc	Power Strip Lower Wire Tray- 19"L 20A 10 Outlet 6' Cord w/ Molded Plug	2	\$103.23	\$101.17	\$202.34
41	OEM-CTI-MON-7000	Constant Technologies Inc	Articulating Monitor Arm - 24" Extension with Beam Mounting Bracket & 100x100 VESA Plate	6	\$328.36	\$321.79	\$1,930.74
42	OEM-CTI-CONV-BEAM-2P1A1C	Constant Technologies Inc	Convenience Jack Beam Mount Unit - 2 AC Power / 1 USB-A Charger / 1 USB-C Charger 10' Power Cord	2	\$185.50	\$181.79	\$363.58
43	OEM-CTI-LGT-ZBAR	Constant Technologies Inc	Z-Bar Dimmable LED Task Light with Beam Mount	2	\$366.98	\$359.64	\$719.28
44	OEM-CTI-LGT-RGBLED-ACCDN	Constant Technologies Inc	RGB LED Accent Lighting Solution Downlighting Under Worktop Connected and Controlled with Single RF Remote	2	\$145.19	\$142.29	\$284.58
45	OEM-CTI-LGT-RGBLED-REM-12	Constant Technologies Inc	RGB LED Accent Lighting Solution Single Zone 2.4Gz RF Remote	1	\$37.90	\$37.14	\$37.14

RTIC Dispatch Console (Furniture & Freight)

Line	MFPN	Manufacturer	Description	Qty	Unit List	Unit Sell	Ext. Sell
46	Freight	Constant Technologies Inc	Freight	1	\$7,950.00	\$7,950.00	\$7,950.00

Subtotal: \$25,609.82

RTIC Installation & Maintenance

Line	MFPN	Manufacturer	Description	Qty	Unit List	Unit Sell	Ext. Sell
47	Project Management	Constant Technologies Inc	Project Management Labor	22	\$165.00	\$161.70	\$3,557.40
48	Engineering and Construction Drawings	Constant Technologies Inc	Project Engineering and Construction Drawings	16	\$165.00	\$161.70	\$2,587.20
49	Rack Fabrication and Technology Integration	Constant Technologies Inc	Offsite Rack Fabrication and Technology Integration	20	\$175.00	\$171.50	\$3,430.00
50	Onsite Installation	Constant Technologies Inc	Project Onsite Installation	144	\$175.00	\$171.50	\$24,686.00
51	Programming	Constant Technologies Inc	Custom programming for control systems commissioning training	32	\$215.00	\$210.70	\$6,742.40
52	Cable Bundle Estimate Medium	Constant Technologies Inc	Cable estimate for cable plus terminations for install	1	\$4,540.00	\$4,449.20	\$4,449.20
53	Constantupptime Remote	Constant Technologies Inc	Remote phone and email support for 1 calendar year	1	\$3,750.00	\$3,675.00	\$3,675.00
54	Constantupptime - Emergency Visit	Constant Technologies Inc	Pre-paid on-site technician visit 48-hour reaction time.	1	\$2,800.00	\$2,744.00	\$2,744.00
Subtotal:							\$51,881.20

Quote Summary

Description	Amount
RTIC Display Wall, Processing, & Workstation Routing	\$127,055.01
RTIC Dispatch Console (Furniture & Freight)	\$25,609.82
RTIC Installation & Maintenance	\$51,881.20
Grand Total:	\$204,546.03

Notes

Payment Term Options

- Option 1
50% of total project upon order placement
50% of total project upon completion
- Option 2:

2025-267

10% of total project upon completion of designs
Balance of materials due upon delivery and install commencement
Balance of project services due upon completion

Option 3:
20% of total project upon completion of designs
50% of total project upon delivery
30% balance of total project upon completion

All purchase orders awarded to ThunderCat Technology must contain a shipping Point of Contact, Phone number and Email address.

AN ORDINANCE AUTHORIZING ACCEPTANCE AND EXECUTION OF THE 2024 COMMUNITY ORIENTED POLICING SERVICES ("COPS") GRANT #15JCOPS-24-GG-02157-TECP FROM THE U.S. DEPARTMENT OF JUSTICE, IN THE AMOUNT OF \$300,000.00, AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$300,000.00, 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 U.S. Department of Justice has approved the 2024 Community Oriented Policing Services ("COPS") Grant, #15JCOPS-24-GG-02157-TECP, for the Springfield Police Department in the amount of \$300,000.00 from March 9, 2024, through March 31, 2026; and

WHEREAS, the Springfield Police Department wishes to accept this grant in the amount of \$300,000.00 to develop and acquire effective equipment, technologies, and interoperable communications that assist in responding to and preventing crime; and

WHEREAS, a copy of the grant shall be on file in the Office of the City Clerk and identified as Grant #15JCOPS-24-GG-02157-TECP; and

WHEREAS, the Springfield Police Department is requesting a supplemental appropriation of \$300,000.00 in order to expend the funds provided by this Grant to procure the necessary equipment and technologies as approved under the agreement.

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

Section 1: That the City Council hereby accepts the 2024 Community Oriented Policing Services ("COPS") Grant #15JCOPS-24-GG-02157-TECP from the U.S. Department of Justice, in the amount of \$300,000.00 from March 9, 2024, through March 31, 2026, for the Springfield Police Department. The Mayor and City Clerk are hereby authorized to execute any documents necessary to effectuate this grant on behalf of the City.

Section 2: That the City Council hereby authorizes a supplemental appropriation of \$300,000.00 from funds received from the 2024 Community Oriented Policing Services ("COPS") Grant #15JCOPS-24-GG-02157-TECP from the U.S. Department of Justice for the Springfield Police Department.

Section 3: That the Office of Budget and Management is hereby authorized to effectuate this supplemental appropriation as follows:

FROM REVENUE ACCOUNT	AMOUNT
077-112-POLC-COPS-2016	\$300,000.00

INTO EXPENDITURE ACCOUNT	AMOUNT
077-112-POLC-COPS-1706	\$8,000.00
077-112-POLC-COPS-1604	\$29,440.00
077-112-POLC-COPS-1232	\$50,500.00
077-112-POLC-COPS-1507	\$112,060.00
077-112-POLC-COPS-1501	\$100,000.00
TOTAL	\$300,000.00

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

PASSED: November 19, 2024

SIGNED: Nov. 20, 2024

RECORDED: November 22, 2024

Misty Buscher
Mayor Misty Buscher

ATTEST: [Signature]
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

[Signature] 10/28/24
Office of Corporation Counsel / Date



Department of Justice (DOJ)
Office of Community Oriented Policing Services (COPS
Office)

Washington, D.C. 20531

Name and Address of Recipient: CITY OF SPRINGFIELD POLICE
800 E MONROE ST

City, State and Zip: SPRINGFIELD, IL 62701

Recipient UEI: DUNPM99HLN85

Project Title: Technology Upgrades **Award Number:** 15JCOPS-24-GG-02157-TECP

Solicitation Title: FY24 COPS Technology and Equipment Program Invitational Solicitation

Federal Award Amount: \$300,000.00 **Federal Award Date:** 9/30/24

Awarding Agency: Office of Community Oriented Policing Services

Funding Instrument Type: Grant

Opportunity Category: D

Assistance Listing:
16.710 - Public Safety Partnership and Community Policing Grants

Project Period Start Date: 3/9/24 **Project Period End Date:** 3/31/26

Budget Period Start Date: 3/9/24 **Budget Period End Date:** 3/31/26

Project Description:

The FY24 COPS Office Technology and Equipment Program (TEP) provides grants to state, local, Tribal, territorial, and other entities to develop and acquire effective equipment, technologies, and interoperable communications that assist in responding to and preventing crime.

The goal of the program is to increase the community policing capacity and crime prevention efforts of law enforcement agencies. The objective is to provide funding for projects which improve police effectiveness and the flow of information among law enforcement agencies, local government service providers, and the communities they serve. Funding shall be used for the projects, and in the amounts, specified under the heading "Community Oriented Policing Services, Technology and Equipment Community Projects/COPS Law Enforcement Technology and Equipment" in Congressional Joint Explanatory Statement – Division C, which is incorporated by reference into Public Law 118-42.

2024-465

462-11-24

2025-267

Proposal Abstract

The Springfield Police Department (SPD) is requesting funds from the COPS Technology and Equipment fund to create a real time information center (RTIC) at the Springfield Police Headquarters. The SPD has invested in FUSUS One software which brings together our CAD system, city-wide video systems, civilian surveillance video systems, gunshot detection and automated license plate readers. With this major investment, SPD plans to procure additional Condor PTZ cameras as well as a Flock Deterrence Trailer to expand surveillance, analytics, and rapid response capabilities to better support the RTIC.

The Department has the space to create this RTIC and is requesting funds to help develop the space and obtain the necessary technology components to make the RTIC state of the art and efficient for use. This will include monitors and computers, wiring and connection upgrades, dispatch-style desks and equipment for the analysts working the room, providing the information to the officers. An additional server will also be acquired in order to expand video storage for the Milestone Axis IP based camera systems currently used throughout the city.

Budget Category	Total Cost	
Sworn Officer Positions:	\$0	—
Civilian or Non-Sworn Personnel:	\$0	—
Travel:	\$0	—
Equipment:	\$186,000	—
Supplies:	\$1,000	—
SubAwards:	\$0	—
Procurement Contracts:	\$113,000	—
Other Costs:	\$0	—
Total Direct Costs:	\$300,000	—
Indirect Costs:	\$0	—
Total Project Costs:	\$300,000	—
Federal Funds:	\$300,000	100.00%
Match Amount:	\$0	0.00%
Program Income:	\$0	0.00%

Equipment Item	# of Items	Cost	Total Cost
Motorola radios	4	\$2,000.00	\$8,000.00
Window Treatment	1	\$5,960.00	\$5,960.00
34" Samsung LED Monitor	12	\$369.99	\$4,439.88
Windows PC for Dispatch console	4	\$2,500.00	\$10,000.00
98" Samsung 4k video displays	4	\$10,650.00	\$42,600.00
Supervisor workstation	1	\$10,000.00	\$10,000.00
Dispatch Consoles	3	\$8,500.00	\$25,500.00
Dispatch workstation	3	\$21,500.00	\$64,500.00
Dell PowerEdge R750xs Rack Mounted Video server	1	\$15,000.00	\$15,000.00

Equipment Total Cost: \$186,000.00

Additional Narrative:

Computers, monitors, workstations will be utilized by individuals working in the RTIC. This would include two analysts and one supervisor. The dispatch consoles are specific designs to allow the user to view the necessary CAD info and communicate with the responding officers via radio.

The current room has one large exterior window on the north side, a small window into the hallway on the south side and large bank of windows on the east side, all of which will need some type of treatment to assist or prevent viewing from the outside.

The four 98" video displays will be installed on the east wall to provide viewing of necessary surveillance cameras, images or screen sharing in the RTIC.

Dell PowerEdge R750xs Rack Mounted Video server would be utilized in expanding our video storage for the Milestone Axis IP based camera systems currently used throughout the city.

Contract Item	Description	Consultant	Country	State/U.S. Territory	City	Total Cost
Flock Safety Condor PTZ w/ LTE service	cameras and services to be deployed within the SPD Flock camera network and FUSUS to expand video surveillance.	no	United States	Illinois	Springfield	\$35,000
Installation of video wall	Mounting and installation of four 98" video screens	No	United States	Illinois	Springfield	\$15,000
Infrastructure upgrade	contract to upgrade wiring and connections in RTIC	No	United States	Illinois	Springfield	\$35,500
Flock Video Deterrence Trailer (Solar Powered)	Trailer with cameras and integration for rapid deployment surveillance and crime deterrence.	no	United States	Illinois	Springfield	\$27,500

Procurement Cost: \$113,000.00

Consultant Travel Required: No

Additional Narrative:

Condor PTZ w/LTE- 10 Condor enhanced PTZ cameras to be deployed within the SPD Flock camera network and FUSUS to expand video surveillance for the RTIC and Crime Analysts.

Installation of video wall - The four 98" video displays identified in the equipment section will need specialized mounting/installation.

Infrastructure/technology upgrade - the room being proposed for the RTIC must have the necessary wiring and connections installed in order to properly function and utilize all systems, technologies, and network linkages.

Flock Video Deterrence Trailer (Solar Powered)-Total of one (1) Flock Trailer with 1 Flock 360 and 2 PTZ cameras also equipped with video cloud storage and FUSUS integration. To be used with RTIC for rapid deployment surveillance and crime deterrence.

2025-267

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: \$204,546.03SUGGESTED TITLE: An ordinance authorizing a contract with Thundercat Technology for the outfit and install of the equipment, technology, and workstations in the Real Time Information Center in an amount not to exceed \$204,546.03 funded by the "COPS" Technology & Equipment Grant for the Springfield Police DepartmentCONTRACTOR / VENDOR NAME: Thundercat Technology VENDOR NO: _____CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐CONTRACT AMOUNT: \$204,546.03 VC*8817
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

☐ Low Bid
☐ Low Bid Meeting Specs
☐ Low Evaluated Bid
☒ Other: Gov't Price Match
☐ Exception: _____
Code Provision: _____

Previous Ord #'s _____

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1	077	112	POLC	COPS	1232 47,432.00
2	077	112	POLC	COPS	1501 31,145.56
3	077	112	POLC	COPS	1507 107,556.32
4	077	112	POLC	COPS	1604 12,136.31
077 112 POLC COPS 1706					6,275.84

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

Invoice Breakdown, Grant Ord#462-11-24 with Project outline

STAFF ANALYSIS

Thundercat Technology will be providing all Technology, Equipment, Furnishing, Installations, and Custom Fabrication to outfit the planned Real Time Information center (RTIC) Project that was approved and to be funded by the COPS Technology & Equipment Grant (15JCOPS-24-GG-02157-TECP)

Thundercat Technology is completing the planned project at a cost below what SPD Initially Budgeted due to price matching government rates while also providing custom fabrication, installation, and maintenance support for the RTIC.

FUNDS CHECK BY: Justin Wingarter
DIRECTOR / SUPERVISOR: John Stuenkel
CITY PURCHASING AGENT: Michael Lesko

Date: 5/8/2025
Date: 5/8/2025
Date: 05/29/2025

SIGN OFF: _____
(Mayor's Signature) GM

Ramona Metzger
(Director of OBM)

The information supplied on this form is not confidential information

2025-267

AN ORDINANCE AUTHORIZING THE EXECUTION OF A THREE-YEAR AGREEMENT WITH THE INTERNATIONAL UNION OF OPERATING ENGINEERS (IUOE), LOCAL 965 FOR EMPLOYEES WITH THE OFFICE OF PUBLIC UTILITIES FROM MAY 1, 2025, THROUGH APRIL 28, 2028

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

WHEREAS, the City of Springfield has been negotiating with the International Union of Operating Engineers (IUOE), Local 965, with regard to a collective bargaining agreement for employees with the Office of Public Utilities; and

WHEREAS, the Parties have agreed to the terms of a three-year Collective Bargaining Agreement, a copy of which is on file in the Office of the City Clerk.

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

Section 1: That the City Council hereby approves the three-year Collective Bargaining Agreement with the International Union of Operating Engineers (IUOE), Local 965, for employees with the Office of Public Utilities which agreement is effective from May 1, 2025, through April 28, 2028. The Mayor is authorized to execute said agreement on behalf of the City of Springfield.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 6-12-25
Office of Corporation Counsel / Date

**TENATIVE AGREEMENT (TA) SUMMARY
BETWEEN
IUOE 965
AND
THE CITY OF SPRINGFIELD
OFFICE OF PUBLIC UTILITIES**

1. **ARTICLE III – NEW EMPLOYEES AND DUES DEDUCTION**

- a. **SECTION 1** – Replace Residency language with the following:

The moratorium on the enforcement of the residency requirement in Chapter 36, Section 36.05 of the 1988 City of Springfield Code of Ordinances passed by City Council on November 7, 2023, by ordinance number 491-11-23, as amended, shall apply to all employees covered by the parties current collective bargaining agreement. The parties agree to meet and negotiate if the City Council makes any changes to Ordinance 491-11-23 or the City's residency requirement; however, no such changes made by City Council which are more restrictive than the ordinance shall apply to any bargaining unit member.

- b. **SECTION 3** – Removal of internal bidding prior to opening for outside applicants.

2. **ARTICLE VI – WAGES**

- a. Effective May 1, 2025, the parties agree that the standard wage for the title of Equipment Operator shall be the following:

		+ \$0.50	+ \$0.50
	5/1/2025	5/1/2026	5/1/2027
Equipment Operators 0 – 4 years experience in this bargaining unit.	\$40.30	\$40.80	\$41.30
Equipment Operators 4 – 8 years experience in this bargaining unit.	\$43.30	\$43.80	\$44.30
Equipment Operators over 8 years of experience in this bargaining unit.	\$47.30	\$47.80	\$48.30

Effective May 1, 2025, current employees receiving longevity over 25 years shall receive a wage increase of \$0.50, and wage increases each subsequent year in the amount shown above.

3. **ARTICLE VII – APPROVED LEAVE**

- a. **SECTION 1** - Inclusion of the Attendance monitoring program.

- b. **SECTION 2** – All members receive 3 personal days.
- 4. **ARTICLE VIII – LEAVES OF ABSENCE** - Add Section 7: Paid Leave for All Workers Act. The Union and employees covered by the Agreement explicitly waive the provisions of the Paid Leave for All Workers Act, 820 ILCS 192/15(n).
- 5. **ARTICLE X – WORKING HOURS, OVERTIME AND SHIFT WORK**
 - a. **SECTION 1** – Summer hours 6:00 a.m. to 2:30 p.m. Memorial Day to Labor Day.
 - b. **SECTION 3** – Add the following language after the second paragraph:

All employees who are called back to work on a Sunday and work eight (8) or more hours immediately preceding their next regularly scheduled Monday shift, excluding holidays that fall on a Monday, shall receive eight (8) hours of rest from the time they are released from work until required to return to work on Monday.
- 6. **ARTICLE XIV – EQUIPMENT AND SAFETY**
 - a. **SECTION 2** – Status quo.
 - b. **SECTION 4** - Remove safety incentive entirely.
- 7. **ARTICLE XV – DRUG TESTING**
 - a. Reversion back to prior contract language and inclusion of City's updated Drug and Alcohol policy.
- 8. **ARTICLE XXIII - DURATION, AMENDMENT AND TERMINATION**
 - a. 3 Year Agreement

LABOR AGREEMENT

BETWEEN

INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL UNION NUMBER 965

AND

THE CITY OF SPRINGFIELD
OFFICE OF PUBLIC
UTILITIES

MAY 1, 2025 through APRIL 30, 2028

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LABOR AGREEMENT

This Agreement made and entered into by and between the City of Springfield, Office of Public Utilities herein after called "CWLP" (Employer) and the International Union of Operating Engineers Local Union Number 965 hereinafter called "Union".

PREAMBLE AND DECLARATION OF PRINCIPLES

CWLP and the Union pledge themselves to the highest degree of harmony and good faith in the performance of this Agreement. They also pledge themselves to perform all work covered herein under with excellence and safety.

ARTICLE I - RECOGNITION AND SCOPE

SECTION 1. Whereas, it is believed that the interest of the general public, the Employer and the Union can best be served if a workable agreement exists between and among the parties hereto, in the employment of operating and apprentice engineers on all classes of public and private work engaged in by the Employer; and

Whereas, operating and apprentice engineers should be paid and should be willing to work on a scale and basis commensurate with their skill and knowledge of their trade and in keeping with the wages and the standard of living in the district wherein their work is performed; and

Whereas, the parties hereto desire to enter into an agreement relating to wages, hours and other terms or conditions of employment represented by the Union; and

Whereas, it is the desire and intent of the parties to provide orderly collective bargaining relations and prompt and equitable disposition of grievances, to maintain fair wages, hours and working conditions, to prevent strikes and lockouts, and to represent the interest of the general public, the industry, and the craft; and

Whereas, the Employer has recognized the Union as the exclusive bargaining agent for all (journeymen and apprentice, excluding temporary employees) operating engineer employees for the purposes of collective bargaining with respect to wages, rates of pay, hours, and other terms or conditions of employment.

It is therefore understood and agreed by and between the parties hereto as follows.

ARTICLE II - CRAFT JURISDICTION

SECTION 1. It is mutually understood and agreed by the parties hereto that the craft jurisdiction of the Union shall cover and apply to all persons engaged or assisting in operating, erecting, dismantling, or repairing excavation and earthmoving equipment used in Water Division construction and repair work, and all machines used to sweep, clean, and remove debris and snow

from roads and parking areas maintained by CWLP's Water Division. This shall in no way alter the historic practices of CWLP. "Such jurisdiction shall exclude operation of electric pumps, small generators (10 KW and under) and small compressors (up to 40 CFM). Craft jurisdiction shall include operation of the hydraulic valve operator to the extent that the Employer shall make every reasonable effort to aggregate and schedule such work requiring its use, provided that the Employer shall reserve the right to assign such personnel to operate other equipment within the jurisdiction of this Agreement when the valve operator is not expected to be in prevalent use.

SECTION 2. Conflict of Jurisdiction.

In cases where there shall develop a jurisdictional dispute between this Union and another and the dispute cannot be settled amicably at the local level, the dispute shall be referred in a timely manner to the respective international representatives for resolution.

SECTION 3. Jurisdiction.

This agreement shall cover work performed within craft jurisdiction by CWLP.

SECTION 4. Subcontractors.

It is the general policy of CWLP to continue to utilize its employees to perform work they are qualified to perform. CWLP reserves the right to contract out any work it deems necessary in the interests of efficiency, economy, improved work product or emergency. However, CWLP shall not contract out any work normally or presently being performed by bargaining unit employees which would result in a loss of work for bargaining unit employees without first offering the Union an opportunity to discuss such proposal to contract out.

ARTICLE III - NEW EMPLOYEES AND DUES DEDUCTION

SECTION 1. The Union and CWLP, upon agreement of applicant's qualifications, shall set forth in writing the grade at which the applicant starts, schools the applicant shall attend, and any other conditions necessary.

The moratorium on the enforcement of the residency requirement in Chapter 36, Section 36.05 of the 1988 City of Springfield Code of Ordinances passed by City Council on November 7, 2023, by ordinance number 491-11-23, as amended, shall apply to all employees covered by the parties current collective bargaining agreement. The parties agree to meet and negotiate if the City Council makes any changes to Ordinance 491-11-23 or the City's residency requirement; however, no such changes made by City Council which are more restrictive than the ordinance shall apply to any bargaining unit member.

SECTION 2. The Employer shall have the unlimited right to discharge any employee during the first twelve (12) months of continuous employment which shall be considered a probationary period.

SECTION 3. The Union and CWLP, upon agreement of applicant's qualifications, shall set forth in writing the grade at which the applicant starts, schools the applicant shall attend, and any other conditions necessary. Among employees completing the probationary period who are relatively equal in ability and qualifications to perform the work required, the employee having the greater seniority shall be given preference for purposes of layoff and recall, promotion, and the choice of shifts within the Department, provided that at all times the Department has available sufficient employees with the ability and qualifications required to perform the work to be assigned.

SECTION 4. Dues Deduction.

Upon receipt of a written authorization, the Employer shall make payroll deductions of dues, initiation fees, assessments, and other payments for the Union. Regular monthly dues shall be deducted from gross pay from the first paycheck of the month. Dues shall be paid to Local Union 965 of the International Union of Operating Engineers.

The Union shall certify any increases in dues to the Employer, and such increases shall be effective thirty (30) thereafter.

The Union shall indemnify and hold the Employer, and its employees and agents harmless against any claim, demand, suit, cost, expense, or any other form of liability, including attorney's fees and costs arising from or incurred as a result of any act taken or not taken by the Employer, its members, officers, agents, employees, or representatives in complying with or carrying out the provisions of this Article.

The Union will provide to the Employer verification that an employee has authorized deductions for dues, assessments, or fees. Employees may express such authorization by any legally binding means under State or federal law. The Parties acknowledge and agree that the term "written authorization" and any similar terms used in this Agreement include authorizations created and maintained by use of electronic records or signatures consistent with State and federal law.

ARTICLE IV - DISCIPLINE

SECTION 1. Discipline.

While the parties agree with the tenets of progressive and corrective discipline, disciplinary action may include any of the following, but shall be initiated in light of the seriousness of the offense:

Oral reprimand;
Written reprimand;
1 Day Suspension;
3 Day Suspension;
5 Day Suspension;
15 Day Suspension;
30 Day Suspension;
Discharge (notice to be given in writing).

Disciplinary action may be imposed upon a certified employee for just cause. Discipline shall be imposed as soon as possible after the Employer is aware of the event or action-giving rise to the discipline and has had a reasonable period of time to investigate the matter but in no case later than 60 days.

SECTION 2. Reprimand.

If the Employer has reason to reprimand an employee it shall be done whenever possible in a manner that will not embarrass the employee before other employees or the public.

SECTION 3. Notice.

For discipline other than reprimands, the Employer shall hold a pre- deprivation meeting. Prior to notifying the employee of the contemplated measure of discipline to be imposed, the Employer shall notify the Union steward forty-eight (48) hours of the meeting and reasonably in advance of such meeting shall provide the steward with the alleged infraction. The Employer then shall meet with the employee involved and inform him/her of the reasons for such contemplated disciplinary action including any names of witnesses and copies of pertinent documents. Employees shall be informed of their rights to Union representation and shall be entitled to such. The employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline.

SECTION 4. Demotion.

Demotions shall not be used as a disciplinary measure, however, the parties recognize that circumstances may exist where the interests of the Employer or the employee may be best served by such action and in such cases, demotion shall be appropriate.

SECTION 5. Union Representatives.

An employee will have a right to union representation during the imposition of discipline.

SECTION 6. Any oral reprimand or written discipline imposed shall be removed from an employee's record if one (1) year passes without the employee receiving any additional discipline. Any suspension imposed, except for suspensions resulting from positive drug and/or alcohol tests, shall be removed from an employee's record, upon request, if, from the date of the last disciplinary action, four (4) years pass without the employee receiving any additional discipline. However, such suspension may be used against an employee for the purposes of promotion for up to 5 years.

ARTICLE V - GRIEVANCES AND ARBITRATION

GRIEVANCES

SECTION 1. The City agrees to meet with the duly accredited officers of the Local Union and/or its designees who are employees of the City as outlined in this Section to resolve grievances.

A grievance, for purposes of this agreement, shall be defined to mean a dispute between an employee covered by this agreement or the Union involving the interpretation or application of this agreement.

The following steps shall be followed in processing a grievance under this procedure:

Step 1. The steward on a job in case of a grievance shall present the grievance in writing to the division Superintendent as soon as practical or within ten (10) working days of the date the disagreement occurred or the employee's knowledge of the occurrence. The grievance shall be signed by the employee and the Union Steward or an elected official of the Union. The division Superintendent shall respond to the grievance in writing as soon as possible but not later than three (3) working days.

Step 2. If the disagreement is not resolved within three (3) working days, the written grievance shall be presented to the appropriate Division Manager. This must be done within five (5) working days after the response in Step 1 is due. The appropriate Division Manager shall respond to the grievance within five (5) working days to the employee and/or Local Union.

Step 3. If the grievance remains unresolved, it shall be presented to the Union within five (5) working days after the response in Step 2 is received in writing, or was due, to the Public Utilities General Manager or his designated representative. The Public Utilities General Manager shall respond in writing within seven (7) working days to the Union.

Step 4. If the grievance is still unsettled, the Union may, within fifteen (15) working days after the reply of General Manager is due, by written notice to the other, request arbitration.

A grievance which is not processed within the requisite time limits shall be deemed to be accepted according to the last decision given.

Grievances may be withdrawn at any step of the grievance procedure. The time limits at any step may be extended by written mutual agreement of the parties.

ARBITRATION

SECTION 2. If the representatives of the Employer and of the Union are unable to reach an agreement on a grievance, then such disputed grievance shall be referred to arbitration.

SECTION 3. If arbitration becomes necessary, the parties shall meet in an attempt to select a mutually acceptable arbitrator. If unable to reach an agreement, the parties shall request the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) to supply a list of seven (7) arbitrators. The parties shall alternately strike the names of three (3) arbitrators, with a coin flip being used to determine who strikes the first name. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union, requesting that he set a time for the hearing, subject to the availability of the employer and union representatives. Nothing herein shall

preclude the parties from meeting at anytime after the list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the grievance. In any case, work shall proceed under this Agreement.

The arbitrator shall have no power to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall decide only the specific issue(s) submitted to him and, if a violation of the terms of this Agreement is found, shall fashion an appropriate remedy.

The parties hereto agree that the decision of the arbitrator shall be final and binding on the parties hereto.

The expenses and fees of the arbitrator shall be borne by the employer if the arbitrator fully sustains the union's grievance; by the union if the arbitrator fully denies the union's grievance; and divided equally if the arbitrator sustains in part and denies in part. The Arbitrator shall specify in his award how his fees and expenses shall be borne. The cost of the hearing room shall be split equally between the parties. If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy it shall pay for an equal cost of the verbatim record as noted above.

ARTICLE VI - WAGES

SECTION 1. Rates of Pay.

Effective May 1, 2025, the parties agree that the standard wage for the title of Equipment Operator shall be the following:

		+ \$0.50	+\$0.50
	5/1/2025	5/1/2026	5/1/2027
Equipment Operators 0 – 4 years experience in this bargaining unit.	\$40.30	\$40.80	\$41.30
Equipment Operators 4 – 8 years experience in this bargaining unit.	\$43.30	\$43.80	\$44.30
Equipment Operators over 8 years of experience in this bargaining unit.	\$47.30	\$47.80	\$48.30

Effective May 1, 2025, current employees receiving longevity over 25 years shall receive a wage increase of \$0.50, and wage increases each subsequent year in the amount shown above.

SECTION 2. It is recognized that the parties of this agreement, when negotiating a successor agreement may go beyond the expiration date of this agreement. In that case, should the parties negotiate retroactive pay, that retroactive pay shall be limited to those employees still in the active, full- time service of the department on the date of the execution of this agreement.

ARTICLE VII - APPROVED LEAVE

SECTION 1. Sick Benefits.

Sick leave shall be paid to employees after six (6) months employment. Each employee covered by the contract shall accumulate unlimited sick leave at the rate of one (1) workday with pay for each month of service, including prior service. (When an employee completes six (6) months service he shall have six (6) accrued sick days to his credit.)

It shall be the responsibility of the employee to see that his Supervisor is notified of his illness and his inability to work prior to the beginning of his work shift.

If the employee shall be absent on sick leave under a doctor's care, he shall furnish a doctor's certificate signed by said doctor, reflecting the reason for his absence. When a person has used thirty (30) days sick leave time to which he is entitled under this contract, all benefits under the IMRF shall be available to him, or he may use the balance of accrued sick leave time.

Sick time may be used for illness, disability or injury to the employee, appointments with a doctor, dentist or other professional medical practitioner, quarantine and for serious illness or disability in the employee's immediate family which requires the employee's personal care and attention. Employees shall make every effort to schedule nonemergency medical examinations outside of normal working hours. If this is impractical, the employee shall be allowed to use sick leave in increments of not less than one (1) hour increments for such medical examinations provided he informs the supervisor of such examination as far in advance as possible and provides verification of the doctor or dentist appointment and schedules this examination such that it does not affect operations or create additional costs for the Employer. If the employee shall be absent on sick leave for three days or more, he shall furnish a doctor's certificate reflecting the reasons for his absence.

The parties agree that an Attendance Monitoring Program "AMP" will be used for utilization of sick time. An instance could be as little as one-half (½) day sick time or any unlimited amount of sick time. An instance also could be considered several separate instances related to the same illness or treatment. In regards to employee discipline, employees reaching seven (7) instances will be given a verbal warning. Employees reaching eight (8) instances will be given a written warning. Employees reaching nine (9) instances will be given a day off without pay. Additional instances will be dealt with in a progressive manner. An employee may utilize up to three (3) doctor's appoints in a twelve month rolling period that is four (4) hours or less that will not be counted as an instance under this policy as long as sufficient notification is provided to the employer and the employee returns with a doctor's note covering the absence. The doctor's note will be considered timely if presented at any time the following scheduled work day. When an employee currently has discipline as a result of sick time infractions, and that discipline has not been expunged per the applicable time period as defined in this collective bargaining agreement, any further sick time infractions shall result in progressive discipline being imposed.

Employees shall be compensated in cash at a ratio of five (5) days pay for twelve (12) days accrued

unused sick leave for a maximum of ninety (90) days of this accrued unused sick leave when they are permanently separated from employment as a result of retirement or death. In the event of death, payment is to be made to the estate of the employee. New employees hired on or after May 1, 2013, are no longer eligible for this payout. City of Springfield employees will not be considered new employees under the CWLP contract.

The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the pay day immediately preceding the employee's separation.

SECTION 1A. Bonus Days.

Employees who have accrued thirty (30) days sick leave prior to a contract year and do not use more than 1 sick day or are not absent without pay during an ensuing contract year shall be granted three (3) days leave with pay. Employees who have, at one time, accrued ninety (90) days sick leave prior to a contract year and do not use more than 1 sick day or are not absent without pay during the ensuing contract year shall be granted five (5) days leave with pay. Bonus days can be taken from May 1st to April 30th and can be taken a day at a time. Such leave shall be taken with the approval of the Superintendent. This time may not be accumulated and any bonus leave remaining after April 30th of a given year will be lost. Requests will only be considered if the employee has bonus days at the time of such request and once approved a more senior employee's subsequent bonus day request may not disrupt the less senior employee's prior request.

SECTION 1B. If the average number of sick days taken by employees covered under this contract is 3.5 days or less for employees during a contract year beginning May 1, and ending the following April 30, employees using 3.5 sick days or less will receive a \$350 bonus at the end of the corresponding contract year. If the above average is 2.5 days or less, employees using 2.5 days or less will receive an additional \$100 bonus for a total of \$450.00. The sick time used by employees that is part of an extended illness of more than ten (10) working days will not be counted against the total. That employee will remain in the headcount total and all sick time used, except for the extended illness time, will be included in the totals. The employee's extended illness shall count as one (1) day for purposes of calculating the bonus. Total extended illness time will count in that employee's total of sick days used as it relates to receipt of the sick time bonus. Only those non-probationary employees employed on the last day of the contract year are eligible for the bonus.

SECTION 2. Personal Days.

Effective May 1, 2025, current employees who have been granted five (5) personal days as of the date of this agreement, shall be allowed to use those days for the first contract year. Thereafter, employees covered under this agreement, with at least one (1) year of seniority shall be granted three (3) personal days per year. Personal days may only be used in lieu of sick leave to preserve bonus vacation. If an employee does not use his personal days during the contract year, he must, before the beginning of the next contract year, schedule the days on which he desires his time off. Such personal days shall be used between May 1st and March 1st and may not be rescheduled after the beginning of the new contract year.

If the nature of the work makes it necessary to limit the number of personal days taken at one time or the number of employees taking personal days at the same time, the employee with the greatest seniority shall be given his choice of the period in which to take personal days. Requests will only be considered if the employee has personal days at the time of such request and once approved a more senior employee's subsequent personal day request may not disrupt the less senior employee's prior request.

Only a limited number of men can be off on a personal day for any one day. The Superintendent in charge, at his discretion, shall set the number of men such that it will not disrupt operations or require overtime to be paid.

SECTION 3. Duty Disability.

Any CWLP employee who is disabled for work as a result of illness or injury arising out of and in the course of his or her employment, which is compensable under the Illinois Workers' Compensation or Occupational Diseases Acts, shall be compensated as provided in the applicable Act, as it may from time to time be amended, provided that the first three (3) days of such disability shall be at full salary. Commencing with the fourth (4th) working day of disability and continuing until and including the ninetieth (90th) calendar day from the date of the illness or injury, a CWLP employee who remains incapacitated for work shall be additionally compensated, as salary, for all workdays missed because of said illness or injury an amount equal to the difference between compensation payable under the above-mentioned Acts and what his net salary would be were he not disabled. As used in the immediately preceding sentence, "net salary" shall mean "gross salary less State and Federal taxes, pension and union dues". The resulting amount, less deductions, shall be paid to the employee. Employees who become eligible for workers' compensation benefits on or after May 1, 2015 for a 30-day period or longer, shall not accrue sick or vacation benefit time while receiving workers' compensation benefits, unless specifically awarded pursuant to the Workers' Compensation Act, Award, or Settlement.

SECTION 4. Insurance.

Members of the bargaining unit shall be provided the same group health and life insurance benefits for the employee and his dependents as all other employees of the City of Springfield at the same premium rate. Life insurance is for the employee only.

ARTICLE VIII - LEAVES OF ABSENCE

SECTION 1. General Leave.

The Employer may grant regular employees a leave of absence without pay for a period not to exceed three (3) calendar months in any twelve (12) month period for purposes that are deemed beneficial to City service. Such leave may be extended for good cause by the Employer for an additional period not to exceed three (3) calendar months.

Upon return from a general leave of three (3) months or less, the employee may return to a position equivalent to the one held prior to taking the leave. If the employee returns to work after a leave

exceeding three (3) months and there is no equivalent position, the employee will be laid off in accordance with the procedures found in Article XI.

An employee, who fails to provide a reasonable excuse and notice to the Employer and fails to return to work at the time specified in his request for leave, shall be considered to have abandoned his position and shall be terminated.

An employee may use accumulated vacation or personal days before being placed on an unpaid general leave.

An employee on an unpaid leave of absence in excess of thirty (30) days, including Duty Disability leave, shall not earn vacation or sick leave.

SECTION 2. Military Leave.

Military leave shall be granted in accordance with applicable law. An employee who is a member of the National Guard or of a reserve unit of the Armed Forces of the United States will be granted leave for training sessions not to exceed fourteen (14) calendar days provided that notice is given not less than thirty (30) days before the first day of absence. During annual training, the employee shall be paid his regular base salary upon receipt of the entire sum paid by the military unit.

SECTION 3. Family Medical Leave.

Employees who have worked for at least twelve (12) months and for at least 1,250 hours during the last twelve (12) months may request leave pursuant to the Family and Medical Leave Act. Leaves may be requested for the birth or adoption of a child or for a serious health condition. Employees may receive a leave to take care of themselves or an eligible family member who has a serious health condition; that is, an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential treatment facility or continuing treatment by a health care provider.

An eligible employee is entitled to a maximum of twelve (12) weeks of Family or Medical leave in a twelve (12) month period. A "rolling" twelve (12) month period measured backward from the date an employee uses any FMLA leave shall be used for this purpose. Employees will be required to exhaust all paid benefit time (vacation, personal days, and sick leave) as part of their FMLA leave and such time will count toward the twelve (12) week limit.

Leaves to take care of a serious health condition may be taken on an intermittent or reduced schedule basis. Leaves for the birth or adoption of a child must be taken within the first twelve (12) months of the date of birth or placement.

Employees must request a leave by giving the city notice at least thirty (30) days in advance of a foreseeable leave, and as soon as practicable for an unforeseen leave.

The Employer may require employees requesting a leave to care for a serious health condition to

submit medical verification from a health care provider. The employee may also be required to undergo an examination by an impartial physician. The Employer shall pay for such examination. Upon return to work, the employee shall submit a fitness-for-duty certificate from a qualified health care provider.

During a Family or Medical leave, the Employer will continue to provide medical and dental coverage at the same premium rate as if the employee was still on active duty. The employee will be required to maintain individual health and/or dental premiums, if any. Payment of the employee's premium shall be due on the first day of the month and in no case later than the tenth of the month. Coverage shall cease immediately for any employee whose payment is more than thirty (30) days late.

After a leave, the employee will be restored to the position he held prior to the leave or to an equivalent position with equivalent pay and benefits. An employee who fails to return from an FMLA leave will be required to reimburse the City for the Employer's portion of the health insurance premiums paid during the leave.

Employees who have utilized all their accumulated sick leave days and have completed an FMLA leave, if applicable, and are unable to report to or back to work because of the start of or continuance of their sickness or injury, including pregnancy related disability, may be granted a disability leave.

SECTION 4. Medical Leave.

Regular employees who have exhausted their accumulated sick leave days and have completed an FMLA leave and are unable to report to or back to work because of the start of or continuance of their sickness or injury, including pregnancy related disability, may be granted an unpaid disability leave. Such leave will not be granted for a period in excess of three (3) months but may be extended upon written request of the employee for an additional period of up to three (3) months within a twelve (12) month period, at the Employer's discretion. Prior to requesting said leave, the employee shall inform the Employer in writing about the nature of the disability and length of time needed for leave. A written statement shall accompany the request for said leave from the attending physician that includes the diagnosis, prognosis and expected duration of the disability. If the Employer has reason to believe the employee is able to perform his regular assigned duties and the employee's physician certifies him as being able or unable to report back to work, the Employer may rely upon the decision of an impartial physician of its choosing as to the employee's ability to return to work. The Employer shall pay for such examination. During said leave, the disabled employee shall provide written verification by a licensed physician at the Employer's request. Such verification shall show the diagnosis, prognosis and expected duration of the disability; such verification shall be made no less often than every thirty (30) days during a period of disability. Employees shall immediately return to work upon release by the attending physician.

SECTION 5. Funeral Leave.

Employees shall be granted a maximum of five (5) days of leave of absence at the regular rate of if a death occurs to one of the following: father, mother, spouse, child, spouse's mother, spouse's

father. Employees shall be granted a maximum of three (3) days at the regular rate of pay if a death occurs to his brother, sister, grandchildren, or other relatives who are members of the employee's household at the time of death. Employee shall be granted one (1) day at regular rate of pay if a death occurs to his grandparents, aunt, uncle or his spouse's brothers or sisters. Pay shall be granted only for days spent in making funeral arrangements, attending the funeral, and traveling to and from the funeral. Employee must notify Job Steward and Superintendent in charge before leave is taken.

SECTION 6. Jury Duty.

An employee who loses time from work during his regularly scheduled hours because of jury duty shall be paid his regular rate of pay for such time lost upon receipt of the entire sum paid for jury service, which payment the employee shall submit to the City. In order to be eligible for such payment the employee must submit a certificate of service duly signed by the Court Clerk. However, an employee may elect to fulfill such jury service on accrued vacation or personal leave and retain the full amount received for such jury service. An employee released from jury duty two or more hours from the end of his regularly scheduled shift shall return to work upon said release.

Employees shall be paid their regular rate of pay when they attend court in their official capacity. Employees who receive a subpoena to appear in court as a plaintiff, defendant or witness shall be granted a leave of absence without pay; however, an employee may elect to fulfill such responsibilities on accrued vacation or personal leave.

SECTION 7. Paid Leave for All Workers Act.

The Union and employees covered by the Agreement explicitly waive the provisions of the Paid Leave for All Workers Act, 820 ILCS 192/15(n).

ARTICLE IX - VACATION

SECTION 1. Employees shall be granted vacation time with pay according to the number of years of continuous service they have with the City of Springfield.

SECTION 2. Vacation leave per year with pay will accrue according to the following schedule:

1 through 7 years - 10 days
8 through 11 years - 15 days
12 through 13 years - 16 days
14 through 15 years - 17 days
16 through 17 years - 18 days
18 through 19 years - 19 days
20 through 21 years - 20 days
22 through 23 years - 21 days
24 through 25 years - 22 days
26 through 27 years - 23 days

28 through 29 years - 24 days
30 or more years - 25 days

SECTION 3. Vacations may be taken in the following manner: After six (6) months of continuous service, five (5) days may be taken; after an additional six (6) months of continuous service, an additional five (5) days may be taken; after the second year of continuous service, vacation may be taken as indicated in Section 2. Vacation leave earned in one year must be taken by the end of the next succeeding year or be lost. Such days must be used within that year.

SECTION 4. Vacation requests will only be considered if the employee has vacation days at the time of such request. Vacations shall be granted at the time requested by the employee and once approved a more senior employee's subsequent vacation request may not disrupt the less senior employee's prior vacation request. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his choice of vacation period in the event of any conflict over vacation periods.

SECTION 5. If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended one (1) additional workday.

ARTICLE X - WORKING HOURS, OVERTIME AND SHIFT WORK

SECTION 1. Eight hours shall constitute a regular day's work and forty hours a regular week's work, Monday through Friday, inclusive. The starting time shall be 7:00 a.m., Sunday through Saturday, however time may be adjusted one hour either direction with prior agreement of the crew, the union and management. A thirty (30) minute intermission for lunch shall be near the midpoint of the shift. The thirty (30) minute lunch intermission time shall be defined as the period between the time work stops on the job site to the time work starts on the job site. The workday is defined hereinabove shall be exclusive of this thirty (30) minute time period. The parties agree to follow a summer hour work schedule of 6:00 a.m. to 2:30 p.m. from Memorial Day to Labor Day.

SECTION 1A. The Employer may establish another regular work week for a minimum number of individuals provided the Union shall be notified. However, there shall be no changes in work week solely for the purpose of avoiding the payment of overtime. Temporary employees may perform work similar to that being performed by bargaining unit members. Temporary operating engineers hired by the City will be selected by the Union. Temporary employees who are unsatisfactory to the City will be terminated and the Union will be requested to select another temporary employee if the City requires such services. Temporary employees will be paid the prevailing wage as certified by the Illinois Department of Labor.

SECTION 1B. All persons covered by this agreement shall leave headquarters for the job site as soon as practicable after the regular starting time. Employees shall cease work at the job site in time to return to headquarters for quitting time. Lunch will be taken at the job site whenever practicable or at the nearest available CWLP facility within a five-minute drive from the job site.

SECTION 2. All prearranged overtime work shall be paid for at the time and one-half rate. Ten (10) hours notice or four (4) working hours notice constitutes sufficient time to classify overtime

as being prearranged. All other overtime work and work performed on Sundays and holidays shall be paid for at the double time rate.

Any employee working three (3) hours after the regular quitting time shall be allowed no more than one (1) hour at the overtime rate of pay for supper period. Any employee working more than two (2) hours prior to the start of his regular shift shall receive a breakfast allowance.

A minimum of four (4) hours at double time rate shall be paid to all employees who are required to report to work two (2) or more hours before regular starting time. If required to report less than two (2) hours before start, they shall receive double time pay until the regular starting time.

All meals will be paid at the rate of \$12.00 per meal on the employee's next appropriate paycheck.

Employees shall be paid for all overtime. An employee may be granted compensatory time off in lieu of overtime pay at the applicable overtime rate up to a maximum of 120 hours per contract year. Overtime hours may be split between compensatory time and pay at the employee's discretion. The employee will be notified by the Supervisor during the pay period if additional compensatory time has been approved. Compensatory time shall be taken in four-hour increments, at the beginning of the workday or the beginning of the second half of the workday, subject to the approval of the supervisor. Employees must give notice to his Superintendent at least twenty-four hours prior to the start of the shift he desires to use compensatory hours. Compensatory hours not used shall be liquidated in cash on April 30 of each year.

SECTION 3. All overtime not otherwise specified shall be paid at the double time rate. If called back after regular quitting time, no less than four (4) hours on double time basis will be paid.

All employees who have worked their regular eight (8) hour shift and continue working or are called back to work before having eight (8) hours of rest and work an additional eight (8) hours immediately preceding their next regular shift shall receive eight (8) hours of rest from the time they are released from work until required to return to work. If called back to work before having eight (8) consecutive hours off duty (rest period) employees shall have the option to accept or decline the call back. If the employee accepts the call back, they shall be paid the double time rate for all hours worked until the regular starting time.

All employees who are called back to work on a Sunday and work eight (8) or more hours immediately preceding their next regularly scheduled Monday shift, excluding holidays that fall on a Monday, shall receive eight (8) hours of rest from the time they are released from work until required to return to work on Monday.

Employees will be paid for the hours of the above rest period that fall in their regular work shift. Employees will be required to return to work for any hours remaining in their regular shift after receiving eight (8) hours of rest or request benefit time off.

Employees may use compensatory time in one (1) hour increments for any remaining regular shift hours. The use of compensatory time in one (1) hour increments applies only to Article X, Section 3 of this contract.

SECTION 4. Work may be performed in shifts at the election of the Employer, but in no case for less than three (3) consecutive working days. The starting time for the first shift of a two-shift job shall be by agreement between CWLP and the Business Representative. The starting time on a three-shift job shall be 8:00 a.m., which shall be regarded as the first shift on the calendar day. On all shift work the first shift shall end at 4:00 p.m.

SECTION 5. When two or more shifts are worked, eight (8) hours shall constitute a shift and the employees engaged in multiple shift work shall be given a one- half hour lunch period, starting at the midpoint of the shift, with no deduction in pay. Shift work from Sunday midnight to Friday midnight shall constitute a regular week's work and any time worked from Friday midnight to Sunday midnight, or in excess of regular shift hours, shall be paid for at the applicable overtime rate specified in paragraph C of the article. On a two-shift job no more than one (1) hour shall elapse from the ending of the first shift and the beginning of the second shift. There shall be no time allowed between shifts on a three-shift job. The rate of pay for the second shift shall be twenty-five cents per hour above the regular rate, and the rate of pay for the third shift shall be twenty-five cents per hour above the regular rate.

SECTION 6. Where the employer elects to work two (2) shifts on excavation, each shift shall be no less than ten (10) hours and in no case less than three (3) consecutive workable days duration. This paragraph shall apply only during the period April 1 to October 31.

SECTION 7. Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

ARTICLE XI - LAYOFF AND RECALL

SECTION 1. The employer may lay off any employee within the unit whenever such action is made necessary by reason of shortage of work or funds. However, no employee within the bargaining unit shall be laid off while there are temporary, part time or probationary employees serving in the same classification for which the employee is eligible and available.

In the event that layoff is necessary, employees will be laid off in accordance with their seniority and their ability to perform the remaining work available without further training.

An employee laid off shall be notified in writing no later than (20) workdays prior to the period of layoff.

An employee shall not earn vacation or sick leave accrual or personal days during the period of layoff.

SECTION 2. The names of employees laid off shall be placed on a recall list for a period of sixty (60) months.

Employees who are eligible for recall shall be sent Notice of Recall to the employee's last reported address by certified mail/return receipt requested. The employee shall notify the Employer of their

intention to return within ten (10) working days after receipt of a Notice of Recall.

ARTICLE XII - HOLIDAYS

SECTION 1. The following paid holidays shall be observed on the dates of their official observance by the City of Springfield and together with Sundays, shall be regarded as legal holidays.

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Good Friday Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day Following Thanksgiving
Christmas Day
Day before or after Christmas as designated annually by City Council

No work shall be performed on Labor Day, except to save life or property. When the holiday falls on Sunday, it shall be observed on Monday, except Juneteenth, which shall only be observed as a paid holiday when it falls on a weekday.

ARTICLE XIII - UNION BUSINESS REPRESENTATIVE AND STEWARD

SECTION 1. The Business Manager or Business Representative of the Union may be granted the privilege to visit any job at any time to consult with the steward on the job or confer with the Employer or his representatives. Further than this there shall be no interference except for observation or in cases of emergency or necessity. General consultations with employees, when desirable, shall be held before starting time, at noontime, or after quitting time.

SECTION 2. The Union shall appoint a job steward who shall represent employees. The Union shall be responsible to notify management of the person representing the Union as job steward and whenever a change in job steward is made, the Union will notify CWLP of this change.

ARTICLE XIV - EQUIPMENT AND SAFETY

SECTION 1. The Employer shall provide reasonable heat and reasonable protection for his employees who are covered by this agreement; said protection shall include but not be limited to umbrellas, heat houses, and protection from falling debris. An adequate supply of fresh water, property cooled in season, along with disposable individual drinking cups shall be made available at all times by the Employer in order that the health and physical welfare of their employees might be protected, and they shall be allowed to avail themselves of the drinking water so supplied. A boatman shall be employed at all times when employees covered by this Agreement are working

on or over water, on navigable streams and lakes where the Union and Employer deem it necessary to comply with safe practices.

CWLP shall provide safety shoes or boots where employees are required to wear them. Where safety boots are provided employees shall wear them at all times. These items will be replaced as needed but only upon return of the damaged or worn-out safety boots or shoes and only if CWLP agrees upon the need for replacement. Employees shall be expected to take due care of these items. Personnel shall have the option to select the brand and type of safety shoes or boots from a selection furnished by CWLP. The determination of need for replacement shall rest with their respective superintendent.

All provisions of the State and Federal Safety Act shall prevail.

SECTION 2. All employees shall be required to furnish and wear the following clothing items:

Plain long or short sleeve shirts (sleeveless are acceptable; sweatshirts are acceptable. Jeans (11 oz. or heavier) or current work pants (any color). Employees will receive a \$400.00 clothing allowance each year. Clothing must be in original condition without alterations (i.e., cutoff jeans or cutoff sleeves are unacceptable; printing or writing on clothing is unacceptable unless purchased from the Utility.

One (1) pair of insulated bibs will be issued to all employees. Insulated bibs (of Carhartt quality) and high visibility jackets will be replaced on an as needed basis upon return of the damaged or worn- out item and if the Employer agrees upon the need for replacement.

SECTION 3. In regards to the installation and utilization of GPS tracking technology on Springfield Office of Public Utilities vehicles, the undersigned parties agree as follows:

The intended purpose of such equipment is to enhance the operational efficiency of the department, improve services to the public, improve the safety of employees and to ensure compliance with department work rules.

This technology shall not be made available to the public except as is provided for under state, federal or local laws.

Employees shall be given a brief overview of the systems capabilities, its intended use, and a copy of this MOU. Thereafter, this MOU shall be incorporated within the Operating Engineers Local Union No. 965 contract. Any vehicle equipped with this technology shall have a notice affixed to the interior notifying employees that it is so equipped.

The parties agree that GPS equipment may be used to verify the guilt or innocence of an employee that the employer has a bona-fide reason to suspect the employee of misconduct. Such equipment will not be utilized to harass employees but will be used to monitor employees' work progress and work locations. In the event that data retrieved from the GPS system is used to support the employer's decision to discipline an employee, the union shall be provided with copies of all data pertinent to the contemplated discipline pursuant to any Pre-Deprivation Meeting.

In the event the employer elects to upgrade or enhance the GPS system, beyond regular software upgrades, the union shall be given advance notice and the right to bargain over the impact of such changes where appropriate.

ARTICLE XV - DRUG TESTING

Effective May 1, 2025, all employees in the bargaining unit are subject to periodic random drug and alcohol testing and testing resulting from reasonable suspicion in accordance with the policy attached as Appendix A to this agreement. In addition, an employee will be tested for both drugs and alcohol following any OSHA recordable event or any accident, which results in a fatality, injuries requiring transportation to a medical facility, disabling damage to any vehicle or property or a citation under state or local law for a moving traffic violation arising from an accident. Employees will be subject to drug testing per applicable State and Federal laws.

SECTION 1. Discipline.

Upon the return of a positive drug or alcohol test, the following will result: If an alcohol test results in an alcohol concentration of .02 or more, but less than .04:

1. First Offense - The employee will be immediately removed from the performance of his/her duties for at least twenty-four (24) hours or until the start of the employee's next regular shift (whichever is later). The employee will also receive a mandatory referral to the Employee Assistance Program (EAP).
2. Second Offense - The employee will be suspended for 10 days without pay and must agree to sign a Return-to-Duty Contract. No pre-disciplinary hearing is required, unless requested by the union or employee.
3. Third Offense- The employee will be terminated.

If an alcohol test results in an alcohol concentration of .04 or greater:

1. First Offense - The employee will be subject to a minimum 15 day suspension without pay and must agree to sign a Return-to-Duty Contract, if applicable. No pre-disciplinary hearing is required, unless requested by the union or employee
2. Second Offense -Any employee who tests positive for drugs and/or alcohol within five (5) years of his or her previous positive test will be automatically terminated.* No pre-disciplinary hearing is required, unless requested by the union or employee.

*If an employee has previously tested positive for drugs and /or alcohol (.02 or greater), an alcohol concentration of .04 or greater shall be considered a Second Offense under this Section and the employee will be automatically terminated.

If a drug test result is positive:

1. First Offense - The employee will be subject to a minimum 30 day suspension without pay and possible discharge and must agree to sign a Return-to-Duty Contract, if applicable. No pre-disciplinary hearing is required unless requested by the union or employee.

2. Second Offense - Any employee who test positive for drugs and/or alcohol within five (5) years of his or her previous test will be automatically terminated. No pre-disciplinary hearing is required unless requested by the union or employee.

SECTION 2. Compliance with Testing Requirements.

Any employee subject to drug and alcohol testing who provides false information in connection with a test or who attempts to falsify test results through tampering, contamination, adulteration or substitution shall be removed from duty immediately and his or her employment terminated. A refusal to test shall be considered a positive test. Refusal can include, but is not limited to, an inability to provide a specimen or sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior or physical absence resulting in the inability to conduct the test.

SECTION 3. Return-to-Duty Contracts.

An employee who is allowed to return to duty after engaging in prohibited conduct must agree to a Return-to-Duty Contract. The contract shall include, but is not limited to the following:

1. A release-to-work statement from an approved Substance Abuse Professional (SAP) prior to returning to work.
2. An agreement from the employee to complete any recommended treatment or rehabilitation programs.
3. A negative test for drugs and/or a less than .02 test result for alcohol prior to returning to work. The employee will be responsible for the cost of such testing.
4. An agreement to unannounced frequent follow-up testing.
5. A statement of expected work-related behaviors prior to returning to work.

Violation of the Return-to-Work Contract is grounds for discharge.

SECTION 4. Confidentiality. Information and records relating to positive drug and/or alcohol test results, drug and/or alcohol dependencies and legitimate medical explanations provided by the Medical Review Officer (MRO) shall be held confidential. Such records and explanations may be disclosed among directors, managers and/or supervisors on a need-to-know basis and may be disclosed where relevant to a grievance, Civil Service hearing charge, claim or other legal proceeding initiated by or on behalf of an employee.

Employees shall, upon written request, have access to their own results and to records relating to them which the MRO provides the City or receives from the City's laboratory. Any employee who violates confidentiality under this policy shall be subject to disciplinary action.

ARTICLE XVI - NO STRIKE/NO LOCKOUT

SECTION 1. No Strike.

The Union, its officers, staff, members, and any employees covered by this Agreement shall not call, institute, authorize, participate in, sanction, encourage, or ratify any strike activity, work

stoppage, or picket the Employer to cause a work stoppage or engage in any other concerted activity to cause any person to interfere with the Employer's operations, activity, or fulfillment of Employer's mission, in whole or in part.

In the event of action prohibited by this Article, the Union immediately shall publicly disavow such action and request the offenders to return to work and shall use its best efforts to achieve a prompt resumption of normal operations. If within twenty-four (24) hours after the Union has ordered the cessation of such strike or other action a worker or workers fail to return to work or fail to discontinue violations of the terms of this Article, such worker or workers shall be deemed to have abandoned their employment.

SECTION 2. No Lockout.

No lockout of employees shall be instituted by the Employer or its representatives during the term of this Agreement.

SECTION 3. Employer Rights.

Nothing contained herein shall preclude the Employer from obtaining judicial action to terminate any violation of this Article, nor to seek and recover in any court a judgment for damages.

The Employer retains the right to discipline, up to and including discharge, any employee violating Section 1 of this Article.

ARTICLE XVII - INDEMNIFICATION

Employees shall be indemnified by their employers against any claim or suits made against them for bodily injury, death or property damage while said employees are working without willful negligence within the scope of their employment. The responsibility for indemnification shall be on the individual employer only.

ARTICLE XVIII - NON-DISCRIMINATION

SECTION 1. Prohibition against Discrimination.

The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without unlawful discrimination as to the age, sex, race, color, creed, national origin, political affiliation (or lack thereof), physical or mental handicap, or marital status. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

SECTION 2. Union Activity.

Neither the Employer nor the Union shall interfere with the rights of employees covered by this

Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of the Union membership or non- membership.

SECTION 3. Equal Employment/Affirmative Action.

The parties recognize and agree to cooperate in fulfilling the Employer's obligations under applicable state and federal Equal Employment and Affirmative Actions Acts, laws and regulations. The Union and the Employer will make a concerted effort to comply with all requirements of the Americans with Disabilities Act.

ARTICLE XIX - MANAGEMENT RIGHTS

SECTION 1. It is recognized that the Employer retains the right and responsibility to direct its affairs in all its various aspects. Among the rights retained by the Employer is the right to plan, direct and control all the operations and services of the Employer; to determine its policies, budget and operations; to determine the manner in which its functions shall be performed; and the direction of its working forces, including, but not limited to the right to hire, promote, demote, transfer and assign employees, to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to determine the size and composition of the work force; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; to determine the number of hours of work and shifts per work week; to establish and change work schedules and assignments; to introduce new methods of operation; to eliminate, contract, and relocate or transfer work and maintain efficiency, provided such actions of the Employer do not conflict with the express provisions of this Agreement.

SECTION 2. Nothing in this Agreement shall be construed as a delegation to others of authority conferred by law on the Employer, or in any way abridging or diminishing such authority. Nothing contained herein shall in-fringe upon or diminish the lawful authority of the Civil Service Commission.

ARTICLE XX - COMPLETENESS OF AGREEMENT

SECTION 1. All understandings, agreements, and undertakings of the parties hereto, touching on the subject matter hereof, are embodied herein and none of the parties shall be affected, during the existence of this agreement, by any rules, regulations or understandings touching on the subject matter of this agreement, whether oral or written, which are not expressly incorporated herein.

SECTION 2. Any part of this agreement found to be in conflict with any State or Federal Law, by a recognized and competent Court or Board, shall be immediately renegotiated by the interested parties hereto, in accordance to the findings of such Court or Board.

ARTICLE XXI - ENTIRE AGREEMENT OF THE PARTIES

This represents the entire agreement of the parties, it being understood that there is no other agreement or understanding, either oral or written. CWLP understands that the Union is a fraternal

society and, as such, and, in keeping with the provisions of the Labor Management Relations Act of 1947, as amended, has the right to prescribe its own rules and regulations with respect to the acquisition or retention of membership in the Union or with respect to any other matters for its own use. However, such rules or regulations whether contained in bylaws, constitution or otherwise, shall have no effect, directly or indirectly, upon this collective Bargaining Agreement, any employment relationship, or the relationship between the parties.

ARTICLE XXII - INVALIDITY AND SEVERABILITY

The parties have entered into an Agreement which, in their opinion, is consistent with Federal law and with State law, is applicable and not preempted. In the event of invalidity of any provision of this Agreement, such provision shall be considered void and not enforceable, and the remaining provisions of the Agreement shall not be affected but shall remain in full force and effect. If either party desires, upon notice to the other, both parties will negotiate a legal provision as a substitute to any provision deemed to be invalid.

ARTICLE XXIII - DURATION, AMENDMENT AND TERMINATION

SECTION 1. Term.

This Agreement shall be effective as of the 1st day of May 2025 and shall remain in full force and effect until the 31st day of April 2028. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no earlier than one hundred and twenty (120) calendar days and no later than sixty (60) calendar days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin within thirty (30) days of notification. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided by another party.

SECTION 2. Notice to Amend or Terminate.

Either party desiring to amend or terminate this Agreement must notify the other in writing at least sixty (60) days prior to the termination date.

SECTION 3. Mutual Amendment at Any Time.

This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Such amendment shall be reduced to writing, stating the effective date thereof and be approved and executed in the same manner as this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the _____ day of _____, 2025.

For the City of Springfield:

Mayor Misty Buscher

Date: _____

For IUOE Local 965:

Jason Rhoades, Business Manager

Date: _____

APPENDIX A

City of Springfield Office of Human Resources Policy on Drug and Alcohol Testing

I. Policy

The City of Springfield is dedicated to providing safe, dependable and economical services to our citizens. City of Springfield employees are our most valuable resource and it is our goal to provide a healthy, satisfying working environment which promotes personal opportunities for growth. In meeting these goals, it is our policy to: (1) ensure that employees are not impaired in their ability to perform assigned duties in a safe, productive and healthy manner; (2) create a workplace environment free from the adverse effects of drug and alcohol abuse or misuse; (3) prohibit the unlawful manufacture, distribution, dispensing, possession or use of controlled substances; and (4) to encourage employees to seek professional assistance anytime for personal problems, including alcohol or drug dependency, which may adversely affect their ability to perform their assigned duties.

In order to ensure a safe work environment and compliance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 8101 *et seq.*), City of Springfield maintains a drug-free workplace. Accordingly, the City of Springfield prohibits employees from engaging in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in accordance with the requirements of the Anti-Drug Abuse Act of 1988 (Public Law 100–690, 102 Stat. 4181), use of drugs and use of alcohol in the workplace. The foregoing prohibition shall apply to City of Springfield property, including in City of Springfield vehicles and any private vehicles parked on City of Springfield premises or worksites.

II. Substances Covered by this Policy

For purposes of this Policy, the term “drugs” includes, but shall not be limited to: (i) any non-prescribed controlled substance that the employee is not authorized to possess or consume by law; (ii) any substance listed in the Controlled Substances Act (720 ILCS 570 *et seq.*); (iii) any substance listed in the Cannabis Control Act (720 ILCS 550 *et seq.*); and (iv) drugs or substances which may not be listed in the Controlled Substances Act or the Cannabis Control Act but which have adverse effects on perception, judgment, memory or coordination. A non-exhaustive list of applicable drugs includes, but is not limited to, the following:

Opium	Psilocybin-psilocin
Morphine	MDA
Codeine	PCP
Heroin	Chloral Hydrate
Meperidine	Methylphenidate
Cannabis	Hash
Barbiturates	Hash Oil
Glutethimide	Steroids
Methaqualone	Tranquilizers

Cocaine	Amphetamines
Phenmetrazine	LSD
Mescaline	

The term “drugs” may also include prescription medication, meaning that an employee has a current prescription or other written approval from a physician for the use of a drug in the course of medical treatment. Prescription medication must include the patient’s name, the name of the substance, quantity/amount to be taken and the period of authorization.

III. Prohibited Conduct

The following conduct is prohibited:

1. The unauthorized use, possession, manufacture, distribution, or sale of drugs, drug paraphernalia or alcohol while on or in City of Springfield property, while conducting work-related business, or during working hours.
2. Being under the influence of drugs or alcohol while on or in City of Springfield property, while conducting work-related business, or during working hours.
3. Being under the influence of legal or prescribed drugs or chemicals used in excess of, or in non-conformity with, prescribed limits while on or in City of Springfield property, while conducting work-related business, or during working hours.
4. The illegal use, possession, manufacture, distribution, or sale of drugs or drug paraphernalia (while on or off duty).
5. Storing any illegal drug, drug paraphernalia, cannabis or alcohol in or on City of Springfield property.
6. Failing to notify an employee’s supervisor prior to starting work of any known side effects of medications, prescription drugs, or other chemical compounds or supplements of any kind, including cannabis, that the employee is taking (or has taken) which might affect the performance of the employee’s duties.
7. Refusing to immediately submit to an alcohol and/or drug test when requested by a supervisor.
8. Failing to provide, within one workday following a request, documentation confirming a valid prescription for any drug or medication identified by a positive drug test.
9. Failing to adhere to the requirements of any drug or alcohol treatment program in which the employee is enrolled as a condition of continued employment.
10. Failing to notify the employee’s supervisor of any arrest, conviction, or relevant plea (including pleas of guilty and *nolo contendere*) relating to drugs or alcohol no later than

the earlier of the next date the employee is scheduled to work or two calendar days following the arrest, conviction or plea.

11. Tampering with, adulterating, altering, substituting, or otherwise obstructing any testing process required pursuant to this Policy.
12. Performing any safety-sensitive duties while having a blood alcohol concentration of .02 or greater.
13. Possessing or using drugs or alcohol while on duty or while operating a commercial vehicle.
14. Operating a commercial vehicle within four hours after using alcohol (an on-call employee who consumes alcohol within four hours of being called in must acknowledge the use of alcohol and may not report for duty).
15. Consuming alcohol or cannabis during the eight-hour period following an accident requiring a drug and alcohol test before a post-accident alcohol or drug test is given.
16. Reporting for duty or remaining on duty requiring the operation of a commercial vehicle when the employee has used a drug or drugs, except when the use is pursuant to instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely operate a commercial vehicle.

IV. Required Conduct

The following conduct is required of all City of Springfield employees:

1. Employees must notify their supervisor prior to starting work of any known side effects of medications, prescription drugs, or other chemical compounds or supplements of any kind, including cannabis, that they are taking (or have taken) which might affect the performance of their duties or threaten the safety of the employee or any other person.
2. Employees must notify their supervisor of any arrest, conviction or relevant plea (including pleas of guilty and *nolo contendere*) relating to drugs or alcohol no later than the earlier of the next date the employee is scheduled to work or two calendar days following the arrest, conviction or plea. In accordance with federal law, **the City of Springfield** will notify any applicable federal contracting officer(s) of any relevant conviction(s) or plea(s) within 10 days of receiving notice of the conviction or plea.
3. Employees must submit to drug testing in accordance with this Policy and applicable law.

V. Testing for Prohibited Substances

a. Pre-Employment

Any individual who tests positive, as defined in 49 CFR Part 40, will not be considered for employment for the same position or other positions covered by this policy for at least twelve (12) months from the date of the test, unless he/she provides documentation of a negative drug test and is released by a Substance Abuse Professional (SAP).

Reasonable Suspicion Testing - All employees are required to submit to alcohol and/or drug testing if a trained supervisor determines that there is reasonable suspicion to believe that an employee has been using illegal drugs, abusing prescribed drugs, is under the influence of alcohol or cannabis, or is consuming alcohol or cannabis while working.

Some factors that may be considered in determining whether a finding of reasonable suspicion is appropriate may include, but are not limited to, any of the following, alone or in combination:

- Once reasonable suspicion has been determined, the employee shall be required to take the

applicable drug and/or alcohol test. Reasonable suspicion to believe an employee is under the influence of drugs and/or alcohol, or has otherwise violated this policy, such evidence or observations shall be documented on the *Reasonable Suspicion Observation Form*. The employee will then be tested as soon as possible, but not to exceed eight (8) hours for alcohol and thirty-two (32) hours for drug testing. If an alcohol test is not conducted within two (2) hour or a drug test is not conducted within eight (8) hours, a record shall be prepared and retained stating the reason why. If in eight (8) hours and alcohol test is still not conducted or in thirty-two (32) hours a drug test is still not conducted, all attempts shall cease and a complete record made of why it was not accomplished. An order to submit to testing shall be in writing and signed by a supervisor. If an employee declines the test, it will be treated as a positive test and the employee will be subject to discipline up to and including termination. When an employee is ordered to submit to a drug and/or alcohol test as a result of a supervisor's reasonable suspicion, the employee will not be allowed to return to work pending the results of the drug and/or alcohol test.

Post-Accident Testing - Employees will be required to undergo drug and/or alcohol testing if they are involved in an accident with a City of Springfield vehicle (regardless of whether or not the vehicle is in course of City business or service) or in the employee's personal vehicle while on City business and if the accident resulted in:

1. A fatality.
2. Injuries requiring transportation to a medical treatment facility (subject to reasonable suspicion testing).
3. Disabling damage to any vehicle or property (subject to reasonable suspicion testing).
4. A citation under state or local law for a moving traffic violation arising from the accident.

This may also apply to any employee who is a passenger in the vehicle involved in an accident and any other employee whose performance could have contributed to the accident.

All accidents, including those involving a vehicle, must immediately be reported to an employee's supervisor. The supervisor shall investigate the circumstances of the accident and determine if there is reasonable suspicion to require a drug and/or alcohol test. If it is determined that the employee caused or contributed to occurrence of the accident or the employee was otherwise at fault, the employee may be required to submit to a drug and alcohol test regardless of the existence of reasonable suspicion.

Post-accident testing for cannabis shall be supported by the good faith belief that there is some impairment of the employee while at the workplace, while engaged in work for the employer or while on call subject to the definition of those terms in the Cannabis Regulation and Tax Act, 410 ILCS 705/10-50.

If post-accident drug and/or alcohol testing is ordered, the employee involved must submit to a drug and/or alcohol test within two hours of the accident. An employee who fails to remain readily available for post-accident testing or leaves the scene of an accident without a valid reason or permission by his or her supervisor will be deemed to have refused to submit to testing. The employee to be tested shall not be permitted to drive himself or herself to the collection site.

Random Testing - Employees may be randomly selected to submit to drug and/or alcohol testing. The process will be unannounced, and employees shall be selected in a non-discriminatory manner. After an employee is notified that he or she has been selected for random testing, the employee shall be required to report immediately to the testing location no later than one hour after notification. Upon arrival at the testing location, the employee must identify him or herself by use of a photo identification card and present any applicable documentation. Upon completion of the drug and/or alcohol testing, the employee will, if his or her shift is not completed, immediately return to duty status.

Return-to-Duty Testing - Employees who have engaged in prohibited conduct regarding controlled substances will be required to take a return-to-duty drug or alcohol test and must sign a Return-to-Duty Contract. An employee who is allowed to return to duty after engaging in prohibited conduct must agree to a Return-to-Duty Contract. The contract shall include, but is not limited to the following:

1. Prior to returning to work, a release must be provided from an approved Substance Abuse Professional (SAP) for employees covered under USDOT, and/or a Licensed Professional (LP) for employees not covered under USDOT.
2. An agreement from the employee to complete any recommended treatment or rehabilitation programs.
3. A negative test for drugs and/or a less than .02 test result for alcohol prior to returning to work.
4. An agreement to unannounced frequent follow-up testing.
5. A statement of expected work-related behaviors prior to returning to work.

Violation of the Return-to-Work Contract is grounds for discharge.

c. Specific Employees

Employees Covered Under Collective Bargaining Agreements – Any drug and alcohol testing procedures in the respective collective bargaining agreement shall remain in full force and effect.

Employees in Safety-Sensitive Positions - In accordance with the Omnibus Transportation Employee Testing Act of 1991, 49 CFR Part 40, and other applicable law, City of Springfield, Illinois requires employees in safety-sensitive positions and applicants for safety sensitive positions to submit to mandatory drug and alcohol testing pursuant to this Policy.

Safety-sensitive positions are those positions where there exists a high risk of injury to others with disastrous consequences if the employee has even a momentary lapse of attention. Under this Policy, employees in safety-sensitive positions specifically include all employees whose positions may involve driving a City of Springfield owned vehicle or motorized equipment, waiting to be dispatched to drive a vehicle, loading or unloading a vehicle, inspecting or servicing a vehicle, driving a commercial vehicle and that require the possession of a CDL. For purposes of this Policy,

a commercial vehicle means a vehicle that either: (i) has a gross weight of over 26,000 pounds (including combined weight if towed unit weighs over 10,000 pounds); (ii) is designed to transport 16 or more persons, including the driver; or, (iii) is used to transport hazardous materials.

An employee is considered to be “driving a commercial vehicle” under this Policy if he or she is performing any safety sensitive function defined in 49 CFR 382.107, which includes all time working in a position requiring a CDL.

With respect to employees who work in a position requiring a CDL, alcohol testing for reasonable suspicion may be conducted just before, during, or after an employee operates a commercial vehicle. The Department of Transportation does not authorize the use of Schedule I drugs, including marijuana, for any reason, as part of its regulated drug testing program.

Directors and Chiefs shall be responsible for identifying positions in their department that perform safety-sensitive duties or operate a commercial vehicle or other motorized equipment. Any employee who violates this policy shall be subject to disciplinary action up to and including discharge.

Employees in safety-sensitive positions are subject to drug and alcohol testing under different and additional circumstances than employees who are not in safety sensitive positions.

1. Mandatory Random Testing – Any employee in a safety-sensitive position subject to DOT random testing shall submit mandatory random drug and alcohol testing. The City of Springfield shall conduct random testing at the applicable testing rate established by the Department of Transportation.
2. Reasonable Suspicion – Any employee in a safety-sensitive position shall submit to a drug and/or alcohol test when any supervisor has reasonable suspicion to believe that an employee has been using illegal drugs, abusing prescribed drugs, is under the influence of alcohol or cannabis, or is consuming alcohol or cannabis while working or while on call.

Testing for cannabis based on reasonable suspicion shall be supported by the good faith belief that there is some impairment of the employee while at the workplace, while engaged in work for the employer or while on call subject to the definition of those terms in the Cannabis Regulation and Tax Act, 410 ILCS 705/10-50.

If an employee is removed from duty based on reasonable suspicion of alcohol use and an alcohol test is not administered within eight hours, the employee will not be allowed to perform or continue to perform safety-sensitive functions until: (i) an alcohol test determines that the employee’s breath alcohol concentration measures less than .02; and (ii) 24 hours have elapsed following the determination that there is reasonable suspicion to believe that the employee has been using alcohol.

3. Post-Accident Testing Involving a Commercial Vehicle – An employee is required by law and this Policy to submit to an alcohol test whenever he or she is involved in an accident while driving a commercial vehicle on a public road which results in: (i) a fatality; (ii) bodily injury to a person who, as a result of the injury, immediately receives medical

treatment away from the scene of the accident; and/or (iii) one or more motor vehicles incurring disabling damage requiring the vehicle to be transported away from the scene by a tow truck or other vehicle.

Post-accident testing for cannabis shall be supported by the good faith belief that there is some impairment of the employee while at the workplace, while engaged in work for the employer or while on call subject to the definition of those terms in the Cannabis Regulation and Tax Act, 410 ILCS 705/10-50.

4. Return to Duty Testing – Any employee who has violated this Policy and/or has tested positive on a drug or alcohol test and is subsequently permitted to return to work, must pass a drug and/or alcohol test in accordance with this Policy prior to returning to duty.
5. Follow-Up Testing – An employee in a safety-sensitive position who is referred for assistance related to alcohol and/or drug abuse is subject to unannounced follow-up testing for a period not to exceed 60 months as directed by a substance abuse professional and City of Springfield, Illinois. The number and frequency of follow-up tests will be determined by the substance abuse professional and City of Springfield, Illinois but will not be less than six tests in the first 12 months following the employee's return to duty.

For purposes of this Policy, a substance abuse professional is a licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug-related disorders.

VI. Types of Testing

Any of the following methods may be utilized to test an employee for the presence of drugs and/or alcohol:

1. Urine testing;
2. Evidentiary breath testing device (Breathalyzer);
3. Blood testing;
4. Hair follicle testing; or
5. Saliva testing.

VII. Licensed Clinical Laboratory Only

City of Springfield, Illinois shall use only licensed clinical laboratories for drug and/or alcohol testing. Such laboratories shall be responsible for maintaining a proper chain of custody of any samples. If an employee tests positive for drugs and/or alcohol, a confirming test shall be conducted. The laboratory will not submit a positive test result to City of Springfield, Illinois

unless the confirming test result is also positive for the same sample. The laboratory shall retain a portion of the tested sample so the employee can arrange for another confirming test to be conducted by a licensed clinical laboratory of the employee's choice and at the employee's expense. Once the portion of the tested sample is delivered to the clinical laboratory selected by the employee, the employee shall be responsible for maintaining the proper chain of custody for that portion of the sample.

Any employee subject to drug and alcohol testing who provides false information in connection with a test or who attempts to falsify test results through tampering, contamination, adulteration or substitution shall be removed from duty immediately and his or her employment terminated.

A refusal to test shall be considered a positive test. Refusal can include, but is not limited to, an inability to provide a specimen or sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior or physical absence resulting in the inability to conduct the test.

Employees who test positive for drugs may request a second test of the remaining portion of the split sample within 72 hours of notification of a positive test result by a medical review officer. A medical review officer is a licensed physician responsible for receiving and interpreting laboratory results from applicable tests.

VIII. Records Relating to Drug and/or Alcohol Tests

Records reflecting positive drug and/or alcohol tests will be kept in the employee's file and will be kept confidential in accordance with applicable law. Information regarding drug and/or alcohol tests and an employee's participation in a substance abuse rehabilitation program may be disclosed to supervisors only if such information relates to the employee's ability to perform his or her work duties or the employee's need for a reasonable accommodation under the Americans with Disabilities Act of 1990 or other applicable law.

For employees in safety sensitive positions, the following records shall be maintained for a minimum of five years: (i) records of annual management information system reports; (ii) records regarding employee evaluations and referrals to substance abuse professionals; (iii) records relating to follow-up tests and follow-up schedules; (iv) records relating to refusals to submit to drug and/or alcohol tests; (v) records of alcohol test results indicating an alcohol concentration of .02 or greater; (vi) verified positive drug test results; and, (vii) breath testing device calibration documentation.

IX. Compensation

If an employee is ordered to submit to an involuntary post-employment drug and/or alcohol test, the time spent by the employee traveling to and from the test and waiting for and undergoing the test will be considered compensable working time unless otherwise provided by law or contract. Pre-employment drug and/or alcohol tests will not be compensated.

X. Cutoff Levels for Drugs and Drug Metabolites; Blood Alcohol Exceedances

Cutoff levels for all drug and drug metabolite testing shall be consistent with the guidelines

established by the U.S. Department of Health and Human Services (HHS). An employee shall be deemed to be under the influence of alcohol if the applicable blood alcohol test demonstrates a level of .02 or greater.

XI. Policy Violations

Any employee testing positive for drug usage, blood alcohol levels greater than .02, or engaging in any other prohibited conduct concerning drug or alcohol shall be subject to disciplinary action up to and including immediate termination. Regardless of disciplinary action taken, all such employees will be advised of resources available to evaluate and treat problems associated with drug and/or alcohol abuse.

Employees in safety-sensitive positions, including those that require a CDL, who are not terminated for violation of this Policy shall be subject to the following conditions of continued employment:

1. If an employee has a breath alcohol concentration of at least .02 but less than .04, he or she shall not drive a commercial vehicle or engage in any other safety sensitive activities for at least 24 hours.
2. If an employee tests positive for drugs, tests positive for a blood alcohol level of .04 or greater, and/or engages in any other conduct prohibited by this Policy relating to drugs and/or alcohol, the employee will be immediately removed from duties requiring the driving of a commercial vehicle and will not be permitted to return to work unless the employee: (i) has been evaluated by a substance abuse professional; (ii) has complied with any rehabilitation prescribed by a substance abuse professional; and (iii) has successfully completed a return to duty test for drugs and/or alcohol.
3. Upon completion of a recommended rehabilitation program and successful return to work, the employee will be subject to follow-up random testing for up to 60 months as recommended by the substance abuse professional and City of Springfield, Illinois with a minimum of six such unscheduled tests within the first 12 months of returning to duty.

XII. Discipline

Employee supervisors and their superiors, as applicable, are responsible for administering disciplinary measures, when in the sole discretion of the appropriate supervisor, based on the facts and circumstances of the situation, discipline is warranted. The disciplinary procedures set forth in this Section apply to all employees, unless otherwise subject to a collective bargaining agreement. These policies and procedures should not be construed as preventing, limiting, or delaying the City of Springfield from taking appropriate disciplinary action, including immediate dismissal without prior warning or notice, as the facts and circumstances warrant.

All discipline issued will be based on the applicable facts and circumstances, and at the level applicable in the sole and exclusive judgment of the applicable supervisor.

Upon the return of a positive drug or alcohol test, the following will result:

If an alcohol test results in an alcohol concentration of .02 or more, but less than .04:

- (1) First Offense – The employee will be immediately removed from the performance of safety-sensitive functions for at least twenty-four (24) hours or until the start of the employee's next regular shift (whichever is later). The employee will also receive a mandatory referral to the Employee Assistance Program (EAP).
- (2) Second Offense – The employee will be suspended for ten (10) days and must agree to sign a Return-to-Duty Contract.
- (3) Third Offense – The employee will be terminated.

If an alcohol test results in an alcohol concentration of .04 or greater:

- (1) First Offense – The employee will be subject to a minimum 15-day suspension without pay and possible discharge and must agree to sign a Return-to-Duty Contract, if applicable.
- (2) Second Offense – Any employee who tests positive for drugs and/or alcohol within five (5) years of his or her previous positive test will be automatically terminated.

If a drug test result is positive:

- (1) First Offense – The employee will be subject to a minimum 30-day suspension without pay and possible discharge and must agree to sign a Return-to-Duty Contract, if applicable.
- (2) Second Offense – Any employee who tests positive for drugs within five (5) years of his or her previous positive test will be automatically terminated.

All discipline and testing may be grieved under the grievance procedures as set forth in the applicable collective bargaining agreement.

XIII. Voluntary Treatment for Abuse of Drugs and/or Alcohol

The City of Springfield strongly encourages employees who believe or suspect that they may be abusing drugs and/or alcohol to voluntarily seek treatment before their job performance is affected. The City of Springfield offers an Employee Assistance Program (EAP) wherein any employee may reach out to Memorial Health at (217) 788-9345 if they have personal issues affecting their health and well-being. Notification of the EAP does not constitute notification to the City. The services provided by the EAP are strictly confidential and details about the services provided to an employee are not shared with the City of Springfield. Any employee who notifies City of Springfield of alcohol or drug abuse problems will be treated in the same manner as any other employee with an illness. Information and communications regarding an employee's voluntary treatment or counseling due to actual or suspected drug and/or alcohol abuse shall remain confidential in accordance with state and federal law.

Employees who voluntarily seek treatment for drug and/or alcohol abuse shall not be subject to

discipline, discharge or discrimination based solely on such voluntary treatment if the treatment is sought prior to:

1. The employee testing positive for illegal drugs and/or alcohol;
2. The employee being notified of an upcoming drug and/or alcohol test;
3. The occurrence of an event that gives rise to reasonable suspicion that the employee is under the influence of drugs and/or alcohol;
4. Any return to duty or related follow-up testing for drugs and/or alcohol; and/or
5. The occurrence of an accident which requires the employee to submit to drug and/or alcohol testing.

Employees who seek voluntarily treatment for drug and/or alcohol abuse shall continue to be subject to appropriate disciplinary action up to and including termination for substandard job performance, unexcused absences, abuse of drugs and/or alcohol or any other violations of this Policy or other workplace rules, whether such violations are directly or indirectly related to the employee's use of drugs and/or alcohol.

Furthermore, employees who voluntarily seek treatment for drug and/or alcohol abuse shall not be excused from required drug and/or alcohol testing in accordance with this Policy even when voluntary treatment was sought prior to the testing in question. No employee shall be permitted to use voluntary treatment for drug and/or alcohol abuse to avoid otherwise legitimate disciplinary action for failure to comply with this Policy or other provisions of workplace rules.

Employees may request a medical leave of absence to obtain treatment for drug and/or alcohol abuse in accordance with the Family and Medical Leave Act of 1993 and other applicable law. Such leave requests shall be treated in the same manner as any other request for leave pursuant to this Policy. The City of Springfield may also grant reasonable accommodations for employees being treated for drug and/or alcohol abuse so long as those employees are participating in a treatment program and are not currently abusing drugs and/or alcohol. The City of Springfield will not retaliate or discriminate against any employee for requesting leave or a reasonable accommodation to obtain treatment for drug and/or alcohol abuse.

XIV. Non-discrimination

The City of Springfield prohibits the discriminatory application, implementation, or enforcement of any provision of this policy on the basis of race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, source of income, gender identity, housing status, or any other protected category established by law, statute or ordinance.

XV. Administration

The Office of Human Resources will be responsible for the dissemination of this policy. The Office will administer this policy and maintain all relevant records. Any questions regarding this policy should be directed to the Office of Human Resources at (217) 789-2446.

XVI. Acknowledgement

By signing below, I acknowledge that I have received a copy of the City of Springfield Drug and Alcohol Policy (Policy) and understand that it is my responsibility to read and become familiar with its contents. I further understand that it is my responsibility to ask questions of my immediate supervisor and/or another appropriate member of management if I do not understand any of the information contained in the Policy and that I am required to abide by and observe all of the information and rules, policies, and procedures explained therein.

I acknowledge that nothing in the Policy constitutes a contract or promise of employment and that unless otherwise provided in a collective bargaining agreement or individual employment contract, my employment is "at-will," which means that the employment relationship may be terminated at any time for any lawful reason with or without cause or notice.

I agree to abide by and observe all of the information and rules, policies, and procedures set forth in the Policy and understand that City of Springfield rules, policies, and procedures may be changed from time to time, with or without notice, and that this Policy supersedes and replaces any and all prior rules or policies in conflict with these provisions.

Print Name

Signature

Date Signed

APPENDIX B

Standby Overtime List Procedure

1. There shall be a standby overtime list for all operators working at the Water department facility 401 N. 11th St. There shall be an alternative standby overtime list for all operators working at PMC and Lake Services facility.
2. The Standby list shall be a rotating list.
3. Operators that are working over on a job are not available for standby OT.
4. Operators that are off work using their own time (personal, vacation, sick or comp time) are not available for standby OT.
5. When a standby crew is requested, the supervisor or their designee, shall call the first available operator in the order they appear on the list and offer them the job available. If the operator turns down the job, the supervisor or their designee, shall call the next available operator in order on the list.
6. In the event the Water Department list is exhausted, the supervisor or their designee, shall go to the alternative standby list and follow the procedure listed above.
7. In the event that the supervisor is not able to fill the said job with the available operators, he shall then call the first operator within the exhausted list that is off on his or her own time.
8. When all operator jobs are filled, the standby list shall stop at the last person called out or in the case of an operator off on their own time, at the end of the exhausted list.

Operators Call-out Overtime List Procedure

1. There shall be a "Call-out List" for all operators working under the CWLP Water Department Local 965 Collective Bargaining Agreement.
2. The "Call-out List" shall be a rotating list.
3. When a crew is to be filled for any overtime work that is not a standby, the dispatcher shall call the first operator in the order as they appear on the "Call-out List" and offer them the available job. If the operator turns down the job the dispatcher shall call the next operator in order on the "Call-out List."
4. In the event an individual does not answer the first call, the dispatcher shall leave a message and call that operator's alternate phone number, if one is listed, and if there is still no answer, the dispatcher shall then wait five (5) minutes and move to the next person on the list.
5. In the event an operator requests to be called back if no one is available to work, the dispatcher shall, after exhausting the list, go back to the first operator requesting call back within the exhausted list and offer said job to that person.
6. When all operator jobs are filled, the "Call-out List" shall stop at the last person called out. Or in the case of a call-back, at the end of the exhausted list.

ORDINANCE FACT SHEET

DATE OF 1st READING: June 17, 2025

OFFICE REQUESTING: Human Resources

CONTACT PERSON: Nicholas Correll

PHONE NUMBER: (217) 789-2446

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

FISCAL IMPACT: See attached.

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING THE APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, OFFICE OF PUBLIC UTILITIES AND INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION 965 EFFECTIVE MAY 1, 2025 THROUGH APRIL 28, 2028.

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: 5/1/2025 - 4/28/2028 Change in Scope Yes ☐ No ☒

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

Method of Purchase (check one)

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

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☐

Is Purchasing Agent approval attached? No ☐ Yes ☐

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

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

Contract, summary of changes, and fiscal impact review.

STAFF ANALYSIS

The prior contract expired on April 28, 2025 with IUOE L965 with the Office of Public Utilities. This is a new collective bargaining agreement for a three (3) year term. This agreement has been voted on and approved by the Union.

FUNDS CHECK BY:

DIRECTOR / SUPERVISOR: Debbie Thompson

Digitally signed by Debbie Thompson
Date: 2025.06.09 12:21:04 -0500

CITY PURCHASING AGENT:

SIGN OFF: _____
(Mayor's Signature) *GETM*

Date: _____

Date: _____

Date: _____

Doug Brown

Digitally signed by Doug Brown
Date: 2025.06.09 14:05:26 -05'00'

(Director of OBM)

**AN ORDINANCE AUTHORIZING PAYMENT OF \$24,500.00 FOR
SETTLEMENT OF SANGAMON COUNTY COURT CASE 17-L-249 JACKSON v.
CITY OF SPRINGFIELD, et. al.**

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

WHEREAS, on December 6, 2016, George Jackson was injured in a motor vehicle accident at the intersection of Cook St. and Dirksen Parkway, in Springfield; and

WHEREAS, George Jackson filed a lawsuit in the Circuit Court of Sangamon County, Illinois in case number 17-L-249, *Jackson v. City of Springfield et. al.*, alleging therein that his injuries were caused by negligent driving by Springfield employee Joseph N. McMahon, who was on duty at the time; and

WHEREAS, the City of Springfield would be liable for any judgment; and

WHEREAS, Mr. Jackson is willing to settle this lawsuit with the City and the officer for a payment from the City in the amount of \$24,500.00; and

WHEREAS, it is in the best interest of the City to approve settlement of this case.

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

Section 1: That the City Council hereby authorizes settlement of Sangamon County Circuit Court case number 17-L-249, *Jackson v. v. City of Springfield et. al.*, regarding the injury of the Plaintiff on December 6, 2016. The Mayor and City Clerk are authorized to execute any necessary documents on behalf of the City.

Section 2: That the Office of Budget and Management is hereby authorized to make payment jointly to George Jackson and his attorneys, Berg & Robeson, P.C. in the amount of \$24,500.00, from account number 074-107-BMGT-LIAB-2220 in accordance with the terms of the settlement agreement for Sangamon County Circuit Court case number 17-L-249, *Jackson v. v. City of Springfield et. al.*

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Chuck Redpath

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher


Office of Corporation Counsel / Date 6-12-25

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: 6/3/2025

OFFICE REQUESTING: CORPORATION COUNSEL

CONTACT PERSON: STEVEN RAHN

PHONE NUMBER: 217-789-2375

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

TYPE OF ORDINANCE: SETTLEMENT

FISCAL IMPACT: \$

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT OF \$24,500.00 FOR SETTLEMENT OF SANGAMON COUNTY COURT CASE NO. 17-L-249 JACKSON V. CITY OF SPRINGFIELD, et.al.

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

CONTRACTOR / VENDOR NAME: George Jackson

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	074	107	BMGT	LIAB	2220	24,500.00
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

On December 6, 2016, George Jackson was injured in a motor vehicle accident at the intersection of Cook St. and Dirksen Parkway. Mr. Jackson filed a lawsuit in the Circuit Court of Sangamon County, IL Case No. 17-L-249 Jackson v. City of Springfield et.al., alleging that his injuries were caused by negligent driving by Springfield employee Joseph N. McMahon, who was on duty at the time. Mr. Jackson is willing to settle this lawsuit with the City in an amount not to exceed \$24,500.00.

SIGN OFF: _____

(Mayor's Signature)

GEM

(Director of OBM)

AN ORDINANCE AUTHORIZING THE PURCHASE OF THE ANNUAL SOFTWARE
MAINTENANCE SUPPORT FOR THE SUPERVISORY CONTROL AND DATA
ACQUISITION / ENERGY MANAGEMENT SYSTEM WITH OPEN SYSTEMS
INTERNATIONAL, INC., IN AN AMOUNT NOT TO EXCEED \$76,216.00
FOR THE OFFICE OF PUBLIC UTILITIES, **FOR EMERGENCY PASSAGE**

WHEREAS, this Ordinance approves the purchase of annual software maintenance support for the Supervisory Control and Data Acquisition ("SCADA") / Energy Management System ("EMS") in an amount not to exceed \$76,216.00 with Open Systems International, Inc. ("OSI"), and

WHEREAS, emergency passage of this ordinance is being requested to maintain NERC CIP/cybersecurity compliance, and

WHEREAS, Ordinance No. 322-09-12 awarded the SCADA System contract to OSI, and

WHEREAS, annual software maintenance support is required in order to continue using the system, and

WHEREAS, in accordance with the provisions of Section 38.40 of the City Code, the Purchasing Agent has determined that this contract is not subject to sealed competitive bidding because OSI is the original equipment manufacturer ("OEM") of the software.

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 one year of maintenance support with OSI in an amount not to exceed Seventy-Six Thousand Two Hundred Sixteen and No Cents (\$76,216.00).

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

Section 3. The payment to OSI for the total maximum amount of Seventy-Six Thousand Two Hundred Sixteen and No Cents (\$76,216.00) from Account No. 102-100-CBA-7778-1606 is hereby authorized, approved, and directed.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

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

Office of Public Utilities ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

CONTRACTOR NAME: Open Systems International, Inc.
CONTRACT AMOUNT: \$76,216.00
TYPE OF AWARD: Sole Source

PRIOR ORDINANCE INFORMATION:

Most recent: Ord. 174-05-24, OSI, 1 yr. 5/29/24 – 5/30/25, \$71,230.00

INFORMATION:

This Ordinance is for the purchase of one year of maintenance support of the Supervisory Control and Data Acquisition ("SCADA") / Energy Management System ("EMS") system in an amount not to exceed \$76,216.00 from Open Systems International, Inc. ("OSI").

CWLP has an ongoing project for the upgrade of the SCADA/EMS system. It is anticipated that this project will result in changes to the licensing and support costs for the SCADA/EMS system to accommodate additional applications and to convert support to a term agreement that will lower annual support costs. These changes are being negotiated and finalized with OSI/AspenTech and should be forthcoming shortly in a subsequent ordinance. However, the existing annual support will expire in the interim. The original intent was to implement the changes before the annual support subscription was due and avoid the need to process the existing annual support, but unforeseen delays have pushed finalization beyond expiration of current support. OSI/AspenTech has agreed to extend support coverage through June 20, 2025, but it is necessary to submit the annual support cost by that date to avoid loss of support. Expiration of support will suspend all current open support requests and end CWLP's ability to obtain critical real-time assistance with system technical issues. It will also terminate access to software patch support for the system, which potentially results in NERC cybersecurity/CIP compliance concerns. Therefore, emergency passage for June 17, 2025, is requested.

OSI has agreed to apply any prorated balance of support paid under this agreement to the upcoming term agreement conversion. This will ensure no financial penalty to CWLP by paying for the existing annual support now and executing the term agreement subsequently. This support fee authorized under this ordinance will simply be applied forward to the new agreement. This support will include specialized training.

Ordinance No. 322-09-12 awarded the SCADA Operations controls system contract to OSI. The SCADA Operations Controls System is a remote monitoring and control system for use at substations and is used by the Electric Transmission and Distribution Dispatch Center. To continue using the system, the Utility requires software maintenance support.

OSI is the owner of this software. OSI is not a local vendor.

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**Software Maintenance and Support (SMS) Renewal Quote**

Open Systems International, Inc.
4101 Arrowhead Dr
Medina, MN 55340

Reference Number: 0000BwxkYIAR**Quote Number: 00097825****Quote Date: 4 June 2025****Offer Expires: 20 June 2025****Customer: City Water, Light & Power**

Upon payment in full of the specified Total Quote Fees, Open Systems International, Inc. (Licensor) will provide SMS during the Quote Term for the Products specified below and licensed to Customer pursuant to the Software License Agreement by and between Licensor and Customer dated 9/4/2012. As applicable, SMS will be provided in accordance with such Software License Agreement and current version of Software Support Plan Overview or Patch Management Plan Overview, which are incorporated herein by this reference and available upon request. In the event of a conflict between the Software License Agreement and the Overviews, the terms of the Software License Agreement shall prevail.

Year 1: 5/30/2025-5/29/2026			
SMS Products	Fee	Site(s)	SMS Support Level
monarch Support USD 76,216.00 (5/30/2025-5/29/2026)	USD 76,216.00	Springfield IL	Gold
Sub-Total Fees:	USD 76,216.00		
Total Quote Fees:	USD 76,216.00		
Quote Term:	Start Date:	30 May 2025	
	End Date:	29 May 2026	



All amounts to be invoiced hereunder will be exclusive of taxes or duties, and Customer is responsible for any such taxes or duties that may apply, including, but not limited to, sales and use taxes; excise taxes; value added taxes; consumption taxes; or goods and services taxes. If Licensor is required to collect any taxes from Customer, Customer shall pay such invoiced taxes, and Licensor will remit amounts collected to the appropriate taxing jurisdiction. If Customer is tax exempt, Customer must provide Licensor with a valid exemption certificate as evidence of exemption for any taxes that Licensor is required by law to collect and remit to the appropriate taxing jurisdiction. All Quote Fee(s) hereunder shall be paid in USD within 30 days of the invoice date. If Licensee fails to make any payment when due then, in addition to all other remedies that may be available to Licensor, Licensor may charge interest on the past due amount at the rate of 1.5% per month or, if lower, the highest rate permitted under applicable law. If such failure continues for thirty (30) days following written notice thereof, Licensor may suspend performance of SMS. SMS for the Products must be renewed in the same calendar quarter as the End Date. If SMS for the Products is not renewed in the same calendar quarter as the End Date, Customer will no longer be entitled to SMS for the Products unless and until the perpetual license(s) for the Products are superseded with new term license(s) for the Products, which will be subject to a Software License Agreement by and between Licensor and Customer. An authorized representative of Customer may accept this Quote before it expires by signing below and returning the signed Quote to Licensor. The terms and conditions contained herein, including all forms incorporated herein by reference, shall constitute the entire agreement between Customer and the Licensor regarding SMS and shall supersede all prior agreements regarding SMS. Licensor expressly rejects any terms or conditions contained in purchase orders issued by Customer related to the SMS contemplated herein that are additional to, or different from, the terms of this Quote. Customer hereby agrees that Licensor's signature on any such Purchase Orders is provided solely as an accommodation to Customer for Customer's internal administrative purposes, and does not signify Licensor's acceptance of any terms that are additional to, or different from, those set forth in this Quote.

Customer Signature:		
	Signature <i>GEA</i>	Printed Name and Title

TO BE COMPLETED BY CUSTOMER

[] Check this box if a purchase order or payment reference number is required by Customer for billing purposes. Customer's failure to check the box confirms that no purchase order is required for Customer's internal payment process. If the box is checked, please insert the purchase order or payment reference number in the space provided:

PO or Reference Number: _____

Licensor does not require a purchase order; however, any purchase order Customer may issue for billing purposes must specifically reference the Quote Number.

Is the billing address below correct? () YES () NO

City Water, Light & Power
1008 East Miller St
Springfield, IL 62702

In case of changes, enter the correct address(es) below:

Is the shipping address below correct? () YES () NO

City Water, Light & Power
1008 East Miller St
Springfield, IL 62702

Please contact the Sales Account Manager (SAM) for questions regarding this quote:

SAM: Dave Moe; Email: Dave.Moe@aspentech.com

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ORDINANCE FACT SHEET

DATE OF 1st READING: 6/17/25

OFFICE REQUESTING: Office of Public UtilitiesCONTACT PERSON: Michelle CarlislePHONE NUMBER: x-2626EMERGENCY PASSAGE: No ☐ Yes ☒ If yes, explain justification - See attached document

To maintain NERC CIP/Cyber security compliance. OSI has extended our coverage until 6/20/25 while CWLP is in an ongoing project upgrade to this SCADA/EMS system. (** more below)

FISCAL IMPACT: 76,216.00SUGGESTED TITLE: Authorize purchase / item(s) / vendor / dollar amount / for Office of Public UtilitiesCONTRACTOR / VENDOR NAME: OPEN SYSTEMS INTERNATIONAL, INCVENDOR NO: VC*2144CONTRACT TERM: 1 yr. - May 30, 2025 - May 29, 2025Change 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: SSCode Provision: 38.40Previous Ord #'s 174-05-24Is Purchasing Agent approval required? No ☐ Yes ☒Is Purchasing Agent approval attached? No ☐ Yes ☐

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	102	100	CBA	7778	1606	76,216.00
2						
3						
4						

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

Qutoe

STAFF ANALYSIS

For the purchase of one year of maintenance support of the Supervisory Control and Data Acquisition ("SCADA") / Energy Management System ("EMS") system.

** (Continuation of explanation from the "EMERGENCY PASSAGE" heading) OSI has agreed to apply any prorated balance of support paid under this agreement to the upcoming term agreement conversion.

FUNDS CHECK BY: Douglas CepedaDIRECTOR / SUPERVISOR: Doug Brown

Digitally signed by Doug Brown
Date: 2025.06.06 07:52:02
+05'00'

CITY PURCHASING AGENT: [Signature]SIGN OFF: [Signature]

(Mayor's Signature)

Date: _____

Date: 6/9/2025

Date: _____

(Director of O&M)

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