AN ORDINANCE ACCEPTING AND AUTHORIZING THE EXECUTION OF AN ADDITIONAL TWO-YEAR EXTENSION TO PROPOSAL NO. UE18-12 WITH OZINGA CEMENT, INC. FOR PURCHASE, REMOVAL, AND BENEFICIAL USE OF FLY ASH FROM DALLMAN 4 FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, Ordinance No. 279-07-18 approved and authorized execution of Proposal No. UE18-12 with Ozinga Cement, Inc. ("Ozinga"), for the purchase, removal, and beneficial use of fly ash generated by Dallman 4, and

WHEREAS, Ozinga submitted the best Competitive Sealed proposal for the purchase, removal, and beneficial use of fly ash for a three-year term, and

WHEREAS, Ordinance No. 273-07-21 and Ordinance No. 210-05-23 both authorized two-year extensions of Proposal No. UE18-12 after Utility personnel surveyed other potential customers and found that only Ozinga could remove the required quantity or remove at the best competitive price, and

WHEREAS, the current extension is nearing expiration, and again, Utility personnel found that Ozinga can remove at the best competitive price, and

WHEREAS, it has been determined in the City's best interest to extend the current contract, and

WHEREAS, this Ordinance extends said the contract for an additional two years at the current rate of $8.00 per ton, per the vendor's Letter Offer for Extension. A copy of which shall be on file with the City of Springfield Office of the City Clerk, and

WHEREAS, this is the third extension of the original contract.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and authorizes an additional two-year contract extension under Proposal No. UE18-12, by accepting the Letter Offer for Extension from Ozinga for the purchase, removal, and beneficial use of fly ash produced at the Dallman Power Plant Unit 4, a copy of which shall be on file with the City Clerk.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute all necessary documents regarding said extension on behalf of the City of Springfield, Office of Public Utilities.

Section 3. The Office of Budget and Management is hereby authorized, directed, and approved to deposit the revenue received from this contract into Revenue Account No. 102-100-7702-CW62.

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

PASSED: _____, 2025

RECORDED: _____, 2025

ATTEST: _____

SIGNED: _____, 2025

_____
MAYOR

Approved as to legal sufficiency:

7-30-25
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

2025-302

Office of Public Utilities
ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

CONTRACTOR NAME: Ozinga Cement, Inc.

CONTRACT AMOUNT: -$320,000.00

TYPE OF AWARD: Sealed Competitive Proposal UE18-12

PRIOR ORDINANCE INFORMATION:

Ord. 279-07-18 Authorized/accepted UE18-12, Ozinga Cement, -$460,000.00, 3 yrs; 1st extension Ord. 273-07-21,-$320,000.00, 2 yrs.; and 2nd extension Ord. 210-05-23, -$320,000.00, 2 yrs.

INFORMATION:

Ordinance No. 279-07-18 approved and authorized the execution of Proposal No. UE18-12 with Ozinga Cement, Inc. ("Ozinga") for the purchase, removal, and beneficial use of fly ash from Dallman Unit 4 for a three-year term. Ozinga utilizes this fly ash in its concrete applications.

Ordinance No. 273-07-21 authorized a two-year extension of Proposal No. UE18-12 (-$320,000.00). Ordinance No. 21005-23 authorized another two-year extension (-$320,000.00).

The current extension contract is nearing expiration. Ozinga has offered a letter of extension for an additional two years under the same terms and conditions of the current agreement and continues to use the third-year pricing of $8.00 per ton.

Ozinga has performed well and reliably over the past seven years. Additionally, Ozinga has installed a chemical feed system to treat the Unit 4 Fly Ash that would be considered out of specifications for use in cement and ready mix. The system would treat the fly ash that does not meet the current specifications. This would allow the Utility to sell more tons by using the Ozinga chemical feed system than otherwise would by selling to a customer without the system.

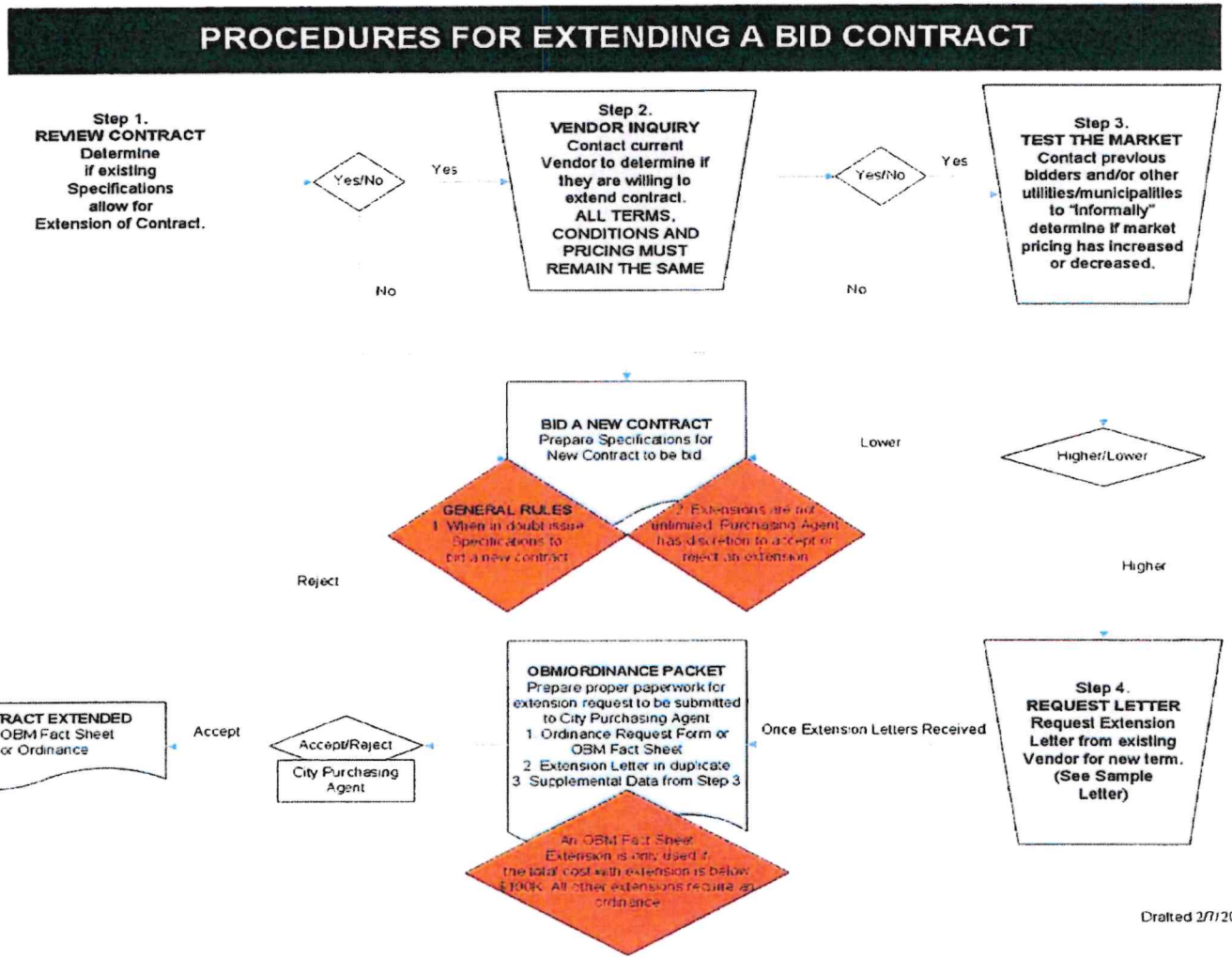
Utility personnel have surveyed the market and found no other customers that can meet the $8.00 per ton for cement quality ash. Therefore, it would be in the best interest of the City of Springfield, Office of Public Utilities, to extend said contract vs. doing another request for proposals at this time.

Ozinga is not a local vendor.

2025-302

2025-302

Extension of UE18-12 with Ozinga Cement, Inc.



Step 1: Yes, it was included in the original RFP.

Step 2: Yes, Ozinga is agreeable to extend the contract under the existing terms.

Step 3: Other possible customers cannot meet the $8.00 for cement quality ash. Additionally, none have been willing to take ash that does not meet the requirements for use with cement. Ozinga has installed a chemical feed system that will allow them to purchase almost a greater quantity of our ash regardless of the quality.

Step 4: Yes, letter received.

OZINGA

19001 Old LaGrange Road, Mokena, IL 60448
708.326.4200

June 13, 2025

City of Springfield
Office of the Purchasing Agent
Municipal Center West Room #200
300 South Seventh Street
Springfield, Illinois 602701

Re: Request for Proposal # UE18-12 - Unit 4 Dallman Fly Ash

To Whom It May Concern:

Ozinga Cement, Inc. submitted to the City of Springfield a bid proposal in response to Request for Proposal #UE18-12 Unit 4 Dallman Fly Ash, dated April 16, 2018 (the "Proposal"), which was ultimately accepted and entered into by and between the parties. In July of 2021 and May of 2023, the term of the Proposal was extended for an additional two years each, respectively.

Ozinga hereby offers to extend the term of the agreement between the parties for an additional two years, on the same terms and conditions and minimum tonnages as are currently in effect.

If you so agree to this additional two-year extension, please sign and return a copy of this letter to me.

Should you have any questions, please do not hesitate to reach out.

Sincerely,

OZINGA CEMENT, INC.

Herb Moeckel

Herb Moeckel
VP & General Manager

SO AGREED:

CITY OF SPRINGFIELD, ILLINOIS

By: _____

CEA

Printed: _____

Title: _____

2025-302

2025-5202

279-07-18

GFO-0304

AN ORDINANCE ACCEPTING AND AUTHORIZING THE EXECUTION OF PROPOSAL NO. UE18-12 WITH OZINGA CEMENT, INC. FOR PURCHASE, REMOVAL AND BENEFICIAL USE OF FLY ASH FROM DALLMAN 4 FOR A THREE-YEAR TERM FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves and authorizes execution of Proposal No. UE18-12 with Ozinga Cement, Inc. ("Ozinga"), for removal and beneficial use of fly ash generated by Dallman 4, 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, Ozinga submitted the best proposal for the purchase, removal and beneficial use of of fly ash for a three-year term, and

WHEREAS, under this proposal, Ozinga will haul the fly ash from Dallman 4 and utilize it in concrete applications, and

WHEREAS, Ozinga will remove and utilize a minimum of 12,500 tons the first year at $5.00 per ton; 22,500 tons the second year at $7.00 per ton, and 30,000 tons the third year at $8.00 per ton, and

WHEREAS, if Ozinga fails to utilize the minimum fly ash tonnage guarantee, Ozinga will pay the Utility the amount listed above in each contract year for every ton of short fall, and

WHEREAS, the proposal documents with Ozinga shall be on file in the Office of the City Clerk and identified by Request for Proposal No. UE18-12.

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. UE18-12, a copy of which shall be on file in the Office of the City Clerk, with Ozinga for the purchase, removal and beneficial use of fly ash for a three-year term 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 and agreement on behalf of the City of Springfield Office of Public Utilities.

Section 3. The deposit of revenue received pursuant to this contract into Revenue Account No. 102-100-7702-CW62 by the Office of Budget and Management is hereby authorized, directed and approved.

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

PASSED: July 17, 2018

RECORDED: July 19, 2018

ATTEST:

SIGNED: July 19, 2018

MAYOR

Approved as to legal sufficiency:

Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Langfelder

COPY

COPY

279-07-21

2021 246

GFO-0345

AN ORDINANCE ACCEPTING AND AUTHORIZING THE EXECUTION OF A TWO-YEAR EXTENSION TO PROPOSAL NO. UE18-12 WITH OZINGA CEMENT, INC. FOR PURCHASE, REMOVAL, AND BENEFICIAL USE OF FLY ASH FROM DALLMAN 4 FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, Ordinance No. 279-07-18 approved and authorized execution of Proposal No. UE18-12 with Ozinga Cement, Inc. ("Ozinga"), for the purchase, removal, and beneficial use of fly ash generated by Dallman 4, and

WHEREAS, Ozinga submitted the best Competitive Sealed proposal for the purchase, removal, and beneficial use of fly ash for a three-year term, and

WHEREAS, this Ordinance extends said the contract for an additional two years at the current rate of $8.00 per ton, per the vendor's Letter Offer for Extension. A copy of which shall be on file with the City of Springfield Office of the City Clerk, and

WHEREAS, this is the first extension of said contract.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and authorizes a two-year contract extension under Proposal No. UE18-12, by accepting the Letter Offer for Extension from Ozinga for the purchase, removal, and beneficial use of fly ash produced at the Dallman Power Plant Unit 4, a copy of which shall be on file with the City Clerk.

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

Section 3. The Office of Budget and Management is hereby authorized, directed, and approved to deposit the revenue received from this contract into Revenue Account No. 102-100-7702-CW62.

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

PASSED: April 16, 2021

RECORDED: July 7, 2021

ATTEST:

SIGNED: July 7, 2021

MAYOR

Approved as to legal sufficiency:

Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Langfelder

279-07-21

2025-3022

COPY

210-05-23

2023-184

GFO-0358

AN ORDINANCE ACCEPTING AND AUTHORIZING THE EXECUTION OF AN ADDITIONAL TWO-YEAR EXTENSION TO PROPOSAL NO. UE18-12 WITH OZINGA CEMENT, INC. FOR PURCHASE, REMOVAL, AND BENEFICIAL USE OF FLY ASH FROM DALLMAN 4 FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, Ordinance No. 279-07-18 approved and authorized execution of Proposal No. UE18-12 with Ozinga Cement, Inc. ("Ozinga"), for the purchase, removal, and beneficial use of fly ash generated by Dallman 4, and

WHEREAS, Ozinga submitted the best Competitive Sealed proposal for the purchase, removal, and beneficial use of fly ash for a three-year term, and

WHEREAS, Ordinance No. 273-07-21 authorized a two-year extension of Proposal No. UE18-12 after Utility personnel surveyed other potential customers and found that only Ozinga could remove the required quantity or remove at the best competitive price, and

WHEREAS, the current extension is nearing expiration, and again, Utility personnel found that Ozinga can remove at the best competitive price, and

WHEREAS, it has been determined in the City's best interest to extend the current contract, and

WHEREAS, this Ordinance extends said the contract for an additional two years at the current rate of $8.00 per ton, per the vendor's Letter Offer for Extension. A copy of which shall be on file with the City of Springfield Office of the City Clerk, and

WHEREAS, this is the second extension of said contract.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and authorizes an additional two-year contract extension under Proposal No. UE18-12, by accepting the Letter Offer for Extension from Ozinga for the purchase, removal, and beneficial use of fly ash produced at the Dallman Power Plant Unit 4, a copy of which shall be on file with the City Clerk.

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

Section 3. The Office of Budget and Management is hereby authorized, directed, and approved to deposit the revenue received from this contract into Revenue Account No. 102-100-7702-CW62.

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

PASSED: May 16, 2023

RECORDED: May 19, 2023

ATTEST: [signature]

SIGNED: May 19, 2023

[signature]
MAYOR

Approved as to legal sufficiency:

[signature]
Office of the Corporation Counsel/Date
Requested by the Office of Public Utilities/Mayor

2023-184

210-05-23

ORDINANCE FACT SHEET

DATE OF 1st READING: 7/15/25 or 8/6/25

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: -320000

SUGGESTED TITLE: Accepting & Authorize extension / item(s) / vendor / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: Ozinga Cement, Inc **VENDOR NO:** VC*0856

CONTRACT TERM: 2 yrs **Change in Scope Yes** ☐ **No** ☐

CONTRACT AMOUNT: -320,000.00 (Original amount if change order) - **Change Order #** - **Additional Amount**

Method of Purchase (check one)

☐ Low Bid
☑ Other: origin. RFP
☐ Low Bid Meeting Specs
☐ Exception:
☐ Low Evaluated Bid
Code Provision:

Previous Ord #'s various

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	CABC	7702	CW62	-320,000.00
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

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

Flow chart, extension letter

STAFF ANALYSIS

UE18-12 - Purchase, removal, & beneficial use of fly ash from Dallman 4 - extension, 2 years.

FUNDS CHECK BY: Cavanaugh, Rachel H. Digitally signed by Cavanaugh, Rachel H. Date: 2025.07.03 08:36:50 -05'00' **Date:**

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown Date: 2025.07.03 08:10:21 -05'00' **Date:**

CITY PURCHASING AGENT: J Michael Lesko **Date:** 07/03/2025

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

The information supplied on this form is not confidential information.

2025-302

AN ORDINANCE ACCEPTING PROPOSAL NO. UE26-05 WITH MARTIN EQUIPMENT OF ILLINOIS, INC. FOR LEASE OF A DOZER WITH OPTION TO PURCHASE IN AN AMOUNT NOT TO EXCEED $707,765.52, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves and authorizes execution of Proposal No. UE26-05 with Martin Equipment of Illinois, Inc. ("Martin Equipment") in an amount not to exceed $707,765.52, for lease and purchase of a dozer over a five (5) year period, 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, Martin Equipment submitted a proposal meeting all requirements and being the best overall value, and

WHEREAS, the proposal documents with Martin Equipment shall be on file in the Office of the City Clerk and identified by Request for Proposal No. UE26-05.

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. UE26-05 with Martin Equipment for lease of a dozer with an option to purchase in an amount not to exceed Seven Hundred Seven Thousand Seven Hundred Sixty-Five Dollars and Fifty-Two Cents ($707,765.52) 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 Martin Equipment in the amount not to exceed Seven Hundred Seven Thousand Seven Hundred Sixty-Five Dollars and Fifty-Two Cents ($707,765.52) from Account No. 102-100-CABF-7721-1210 is hereby authorized, approved, and directed.

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

PASSED: _____, 2025 SIGNED: _____, 2025

RECORDED: _____, 2025 _____

MAYOR

ATTEST: _____ Approved as to legal sufficiency:

7-30-25

Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

2025-303

Office of Public Utilities
ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

CONTRACTOR NAME: Martin Equipment of Illinois, Inc.

CONTRACT AMOUNT: $707,765.52

TYPE OF AWARD: RFP – lowest proposal / UE26-25

PRIOR ORDINANCE INFORMATION:

n/a

INFORMATION:

This ordinance accepts Proposal UE26-05 in an amount not to exceed $707,765.52 with Martin Equipment of Illinois, Inc ("Martin Equipment") for a five-year lease of a dozer with the option to purchase at the end of the lease.

The dozer is a 2025 John Deere 950 P-Tier Crawler. The dozer will be used for the Ash Pond maintenance activities and as well as backup equipment for coal handling operations at the Dallman Generating Station

The lease will include a full comprehensive warranty for 5 years or 6,000 total machine hours, with five (5) annual payments of $114,571,69 each with an end of lease purchase option of $134,907.07, for a grand total of $707,765.52. Financing will be through John Deere Financial.

There were three (3) bidders on this proposal, all were local vendors. Martin Equipment submitted the lowest and best proposal. It is recommended that a contract be awarded to Martin Equipment.

2025-303

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

MEMORANDUM

TO: Michelle Carlisle
Office of Public Utilities

FROM: Mike Lesko, Purchasing Agent

DATE: July 24, 2025

SUBJECT: Determination for Sealed Competitive Proposal

I have reviewed the Request for Proposals for RFP# UE26-05 to Martin Equipment of Illinois for a 5-year lease with a right to purchase of one (1) John Deere Dozer for the Office of Public Utilities, Power Generation.

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.

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

2025-303

2025-0303

CONTRACT NAME: Lease of a Dozer
CONTRACT NO: UE26-05
DEPARTMENT: Power Generation
DATE: May 15, 2025

		ROLAND		MARTIN	ALTORFER
		Springfield, IL - City		**Springfield, IL - County**	Springfield, IL - City
Model		D71PX-24	D85PX-18	**JD 950P Dozer**	D7 LGP
Operating Weight					
Ground Pressure	5.2 psi	5.8/5.0	5.2	**7.1**	6.0
Blade Capacity	22 cy	No Coal Blade	24.5-28	**21.2**	22
Actual Payments for Lease		$720,697.20	$950,743.80	**$572,858.45**	$610,680.00
End of Lease Purchase Price		$88,689.09	$117,655.74	**$134,907.07**	$190,640.00
Lease to Purchase Total		$809,386.29	$1,068,399.54	**$707,765.52**	$801,320.00
Local Vendor Preference (County +2%)				***$14,155.31***	
Final Evaluated Total		$809,386.29	$1,068,399.54	**$721,920.83**	$801,320.00

Recommend award of bid to Martin, low bid.

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 17, 2025**
Fax: 217·789·2207

Request for Proposal Index No: **RFP UE26-05**
Request for Proposal Name: **Lease of a Dozer**
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: Martin Equipment

Contact Name: Adam Reeter

Vendor Address: 2384 J David Jones Pkwy, Springfield, IL 62707

Vendor E-Mail: areeter@meoi.com

Phone: 217-528-4347 **Fax:** 217-525-0519

2025-303

PROPOSAL PAGE
LEASE OF A DOZER

Proposals for the rental of the excavator must include the following information:

1. Period for which rental will be provided specified in years.

   Note: The minimum shall be three years.

2. Lead time for the delivery of the machine.
3. All warranties and maintenance agreements for the machine.
4. All applicable costs for these services.
5. Year, make, and model of the machine.
6. If bidding a used machine, include current hours on the machine.

Please see next pages
AR

2025-303

JOHN DEERE
MARTIN Equipment

2384 J. David Jones Parkway
Springfield, IL 62707
T: 217.528.4347
F: 217.525.0519

4. All applicable costs for these services.
   - **4th Year or 6,000** Total Machine Hours, whichever comes first, can be added at the original agreement time for an additional **$3,400**. After the original agreement date, John Deere Extended Warranties are subject to a 50% cost adder.
   - **5th Year or 7,500** Total Machine Hours, whichever comes first, can be added at the original agreement time for an additional **$22,700**. After the original agreement date, John Deere Extended Warranties are subject to a 50% cost adder.

   - OEM Required 500 Hour Services performed @ CWLP = **$2,200.00** each
   - OEM Required 1,000 Hour Services performed @ CWLP = **$3,665.00** each
   - OEM Required 2,000 Hour Services performed @ CWLP = **$5,200.00** each

5. Year, make, and model of the machine.
   - 2025 John Deere 950 P-Tier Crawler Dozer – Build codes for Quoted model attached.

6. If bidding a used machine, include current hours on the machine.
   - not applicable

A Reeter 5/15/2025
Adam Reeter
General Manager
Martin Equipment, Springfield IL

AMENDMENT I

to

UE26-05 – Lease of a Dozer

The City of Springfield, Illinois ("City") and Martin Equipment of Illinois, Inc. ("Contractor"), pursuant to UE26-05 – Lease of a Dozer, dated May 15, 2025 (the "Agreement"), agree to change the following provision(s):

1. Contractor's Revised Proposal Pricing, as detailed in "Exhibit A", includes a Full Comprehensive Warranty for 5 years or 6,000 Total Machine Hours, five (5) Annual payments of $114,571.69 each, and an end of lease purchase option of $134,907.07.

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

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

CITY OF SPRINGFIELD, ILLINOIS

– Copy for ordinance – to be signed w/ the bid books

Misty Buscher, Mayor **Date**

MARTIN EQUIPMENT OF ILLINOIS, INC.

Adam Reeter

Adam Reeter, General Manager

7/22/2025

Date

2025-303

JOHN DEERE | MARTIN Equipment

2384 J. David Jones Parkway
Springfield, IL 62707
T: 217.528.4347
F: 217.525.0519

Exhibit A

Refers to the request for additional warranty for machine which requires adjusted pricing.

July 21, 2025

To whom it may concern:

UE26-05 Lease of a Dozer

Our revised proposal pricing includes a Full Comprehensive Warranty for 5 years or 6,000 total machine hours, Five (5) annual payments of $114,571.69 each, and an end of lease purchase option of $134,907.07.

Adam Reeter
General Manager

certified WBENC

2025-303

MARTINEQUIPMENT.COM

JOHN DEERE

2025-303

#1092

ORDINANCE FACT SHEET

DATE OF 1st READING: 08/06/25

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Michelle Carlisle

PHONE NUMBER: x-2626

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

FISCAL IMPACT: $707,765.52

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

CONTRACTOR / VENDOR NAME: Martin Equipment of Illinois, Inc. **VENDOR NO:** VC*3037

CONTRACT TERM: 5 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** (proposal) ☐ **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	102	100	CABF	7721	1210	707,765.52
2						
3						
4						

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

Bid Tab, Pages from blue book.

STAFF ANALYSIS

Ordinance accepting Proposal #26-05 and authorizing a Five-Year Lease Agreement a dozer for the Dallman Generating Station.

FUNDS CHECK BY: Cavanaugh, Rachel H. Digitally signed by Cavanaugh, Rachel H. Date: 2025.07.24 13:36:11 -05'00' **Date:**

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown Date: 2025.07.24 12:48:58 -05'00' **Date:**

CITY PURCHASING AGENT: J Michael Lesko **Date:** 07/24/2025

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

The information supplied on this form is not confidential information.

2025-303

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH CLEAN GREEN SOIL AMENDMENTS, LLC FOR REMOVAL AND BENEFICIAL REUSE OF SYNTHETIC GYPSUM FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves and authorizes an agreement with Clean Green Soil Amendments, LLC ("Clean Green"), for removal and beneficial reuse of synthetic gypsum for five years, and

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

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

WHEREAS, the proposal documents with Clean Green shall be on file in the Office of the City Clerk and identified by Request for Proposal No. UE26-08.

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 an agreement with Clean Green for removal and beneficial reuse of synthetic gypsum 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 agreement on behalf of the Office of Public Utilities.

Section 3. The deposit of payments received from Clean Green into Account No. 102-100-7707-CW63 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

RECORDED: _____, 2025

ATTEST: _____

SIGNED: _____, 2025

_____
MAYOR

Approved as to legal sufficiency:

7-30-25
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

2025-304

Office of Public Utilities
ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

CONTRACTOR NAME: Clean Green Soil Amendments, LLC

CONTRACT AMOUNT: -$625,000.00

TYPE OF AWARD: Best Overall Proposal / UE26-08

PRIOR ORDINANCE INFORMATION:

Most recent: Ord. 278-8-15, UE16-05, Envirovac Waste Transport Systems, Inc., 5 yrs., -$750,000.00, best proposal; Ord. 179-05-2020 extended contract, additional 5 yrs, -$750,000.00.

INFORMATION:

This is a standard, recurring contract for the removal of synthetic gypsum from Dallman Power Station.

This Ordinance approves and authorizes the execution of a contract with Clean Green Soil Amendments, LLC ("Clean Green") for the removal and beneficial use of at least 2,000 tons of synthetic gypsum per year for 5 years pursuant to Proposal No. UE26-08.

The primary goal of this program is to beneficially reuse as much synthetic gypsum as possible. Clean Green will remove the synthetic gypsum from the Power Plant Complex to be used for agricultural purposes. They are a distributor to agriculture users who will reuse the gypsum as fertilizer on their farm fields. Clean Green will pay the City $5.00 per ton.

There were 3 vendors that submitted proposals. None are local vendors.

2025-304

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

MEMORANDUM

TO: Michelle Carlisle
Office of Public Utilities

FROM: Mike Lesko, Purchasing Agent

DATE: July 7, 2025

SUBJECT: Determination for Sealed Competitive Proposal

I have reviewed the Request for Proposals for RFP# UE26-08 Removal and Beneficial Use of Synthetic Gypsum and recommended award to Clean Green Soil Amendments, 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.

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

2025-304

2025-304

Office of Public Utilities

Power Generation Facilities

BID SHEET

ITEM Removal & Beneficial Use of Synthetic Gypsum **CONTRACT**: UE26-08 **DEPT.** Public Utilities **DATE** January 9, 2025	J. Oros Properties, LLC Carlinville, IL	Synergystics, LLC Jacksonville, IL	Clean Green Soil Amendments, LLC Prairie City, IL	
BIDDER OR DESCRIPTION OF ITEM	Syn Gypsum ($/ton)			
Paid to CWLP by Contractor		$5.00[B]	$5.00[C]	
Paid by CWLP to Contractor	$18.50[A]			

A. J. Oros Properties, LLC will remove and reuse the gypsum in mine reclamation at the Crown Mines in Virden and Farmersville. CWLP will pay Oros $18.50 per ton. Only gypsum that falls outside of the specifications for Ag use or Cement use will be removed by Oros. Based on history, 500 tons per year is expected to be outside of specifications and removed by Oros.

B. Synergystics bid paying CWLP $5.00 per ton for five years. Their proposal DID NOT include a minimum monthly guarantee. We are NOT awarding a contract to Synergystics.

C. Clean Green bid paying CWLP $5.00 per ton for five years. Their proposal DID include a guarantee of removing a minimum of 2,000 tons per month from Dallman. Because of Clean Green's minimum monthly guarantee, we are awarding a contract to Clean Green.

May 21, 2025

Ken Curtis
Clean Green Soil Amendments, LLC
21920 N. 2350th Road
Prairie City, IL 61470
Ken.curtis@jlmfarms.com
309 337 6242

City of Springfield
Central Purchasing
Attn: Purchasing Agent
300 S. Seventh Street, Room #200 MCW
Springfield, IL 62701

Proposal For: **Removal & Beneficial Use of Synthetic Gypsum**
Proposal No: **RFP UE26-08**

We are submitting this proposal in response to RFP UE26-08 "Removal & Beneficial Use of Synthetic Gypsum" by the Office of the Purchasing Agent due by 3:00p CT Thursday, May 29, 2025. Enclosed and below you will find all the necessary information for the proposal, which includes the following Exhibits.

EXHIBIT

A. Vendor Information and Certifications and Signature of Bidder
B. Responses to #1-7 of the Proposal Page of the RFP
C. Certificate of Good Standing
D. Fertilizer Distributor License

In the event you have any questions or believe information is incomplete please immediately contact Ken Curtis at 309-337-6242. If unavailable, please leave a voicemail and email ken.curtis@jlmfarms.com.

Kenneth A. Curtis

Kenneth A. Curtis
President & Owner
Clean Green Soil Amendments, LLC

2025-304

EXHIBIT A.

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: **May 7, 2025**
Fax: 217·789·2207

Request for Proposal Index No: **RFP UE26-08**
Request for Proposal Name: **Removal & Beneficial Use of Synthetic Gypsum**
Pre Bid Meeting: **N/A**
Bid Security: **N/A**
Due Date **3 P.M. Central Time USA**: **Thursday, May 29, 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: Clean Green Soil Amendments, LLC

Contact Name: Kenneth Curtis

Vendor Address: 21920 N. 2350th Road Prairie City, IL 61470

Vendor E-Mail: Ken.Curtis@jlmfarms.com

Phone: 309 337 6242 **Fax:** n/a

2025-304

EXHIBIT B

RE: Response to the Proposal Page

Proposal Page

Removal and Beneficial Use of Synthetic Gypsum

Proposals to provide the removal and beneficial use of Synthetic Gypsum, as well as viable alternatives, must include the following information:

1. Period for which services will be provided specified in years. Note: The minimum period shall be three years.

Bidder Response: 5 Years

2. Number of tons per year of synthetic gypsum that the bidder can handle, process, market, and remove from City's property.

Bidder Response: 25,000 Ton (total amount)

3. Provide a monthly quantity schedule detailing any monthly variances.

Bidder Response: Expect to take the volume evenly throughout the year subject to supply availability and demand of the product.

4. Notification of whether trucking is included or excluded under the proposal.

Bidder Response: Trucking will be arranged by the bidder

5. All applicable permits, licenses and other approvals that are required to include how the bidder intends to comply with the same.

Bidder Response: See Exhibit E attached for the Fertilizer Distributor License

6. A comprehensive description of the process of use, including the facilities at which services will be provided and whether said site is owned, leased or otherwise operated by the bidder.

Bidder Response: The synthetic gypsum will be sold to farmers and trucked directly to their farming operations throughout the Midwest to be applied to their fields.

When Gypsum is applied to a field it improves the overall health of the soil and improves the quality of the crops grown from that soil. It is an environmentally friendly product that has multiple benefits to the farmer and the food supply chain that depends on the farmer. The gypsum is typically trucked to individual farmer's field and then spread across the field by a tractor (or similar equipment).

7. Provide a per ton payment or cost to City.

Bidder Response: $5.00 per ton

2025-304

AMENDMENT I

to

UE26-08 – Removal & Beneficial Use of Synthetic Gypsum

The City of Springfield, Illinois ("City") and Clean Green Soil Amendments, LLC ("Contractor"), pursuant to UE26-08 – Removal & Beneficial Use of Synthetic Gypsum, dated May 29, 2025 (the "Agreement"), agree to change the following provision:

1. Contractor shall remove a minimum of 2,000 tons of synthetic gypsum each month from the Dallman Generating Station, when it is available.

2. Contractor shall maintain and annually provide Owner with the current Department of Agriculture Fertilizer Distributor License prior to removal.

3. Contractor will adhere to all federal, state and local laws pertaining to the beneficial reuse of this material. This includes being responsible to ensure that it is used in accordance with, and applied at a rate consistent with, documented recommendations of a qualified agricultural professional or institution or State-approved nutrient management plan, but in no case is applied at a rate greater than 5 dry tons per acre per year.

4. If Contractor does not remove 2,000 tons in any month, Owner has the option to terminate the contract.

5. The contract term shall be for five (5) years. The contract may be extended under the same terms and conditions if agreed to by both parties no less than ninety (90) days before the expiration of this contract. All other terms and conditions of the Agreement remain unchanged and unaffected.

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

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

CITY OF SPRINGFIELD, ILLINOIS

_____ _____

Misty Buscher, Mayor **Date**

CLEAN GREEN SOIL AMENDMENTS, LLC

Ken Curtis 6-30-25

Ken Curtis, President **Date**

2025-304

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

April 29, 2025

TO: ALL BIDDERS

SUBJECT: ADDENDUM #1
RFP UE26-08
REMOVAL AND BENEFICIAL USE OF SYNTHETIC GYPSUM

The following addendum information is being provided to assist you as you prepare your proposal:

Item 1. Addendum #1

Item 2. Addendum Acknowledgement Form

Please sign the Addendum Acknowledgement Form and insert it in your proposal. Failure to sign this acknowledgement may result in the rejection of your proposal.

If you have any questions concerning this acknowledgement, please contact me at purchasing@springfield.il.us. I thank you for your interest in this project.

Sincerely,

Anthony Quinones

Anthony Quinones
Assistant Purchasing Agent

2025-304

ADDENDUM #1
RFP UE26-08
REMOVAL AND BENEFICIAL USE OF SYNTHETIC GYPSUM

This Addendum is issued to all registered plan holders pursuant to the Instructions to Bidders and Conditions of the Contract. This Addendum serves to clarify, revise, and supersede information in the Project Manual, Drawings, and previously issued Addenda. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.

PLEASE SEE THE FOLLOWING ADDITIONAL INFORMATION, CHANGES AND CLARIFICATIONS:

The following addendum information is being provided to assist you as you prepare your proposal:

Removal and beneficial use of synthetic gypsum is subject to the insurance requirements.

INSURANCE

The Contractor shall maintain the following amounts and types of insurance. The City of Springfield, it's Officers, Agents, and Employees shall be named as Additional Insured Parties on the Certificate of Insurance with respect to all claims arising out of the operations of the work performed under the contract. The Contractor shall be required to provide a Certificate of Insurance to the City upon signature of the contract.

General Liability: $1,000,000 Aggregate

Workmen's Compensation: Statutory

Employer's Liability: $1,000,000 each person

Comprehensive Automobile Liability:

- Bodily Injury: $1,000,000 each person
  $1,000,000 each occurrence

- Property Damage: $1,000,000 each occurrence

2025-304

ACKNOWLEDGEMENT
ADDENDUM #1
RFP UE26-08
REMOVAL AND BENEFICIAL USE OF SYNTHETIC GYPSUM

Each bidder shall acknowledge receipt of this Addendum by their signature below and shall include a copy of this Addendum Acknowledgment Form at the end of Section III of the REQUEST FOR PROPOSAL. **Failure to do so will be sufficient cause to reject your bid.**

CERTIFICATION BY BIDDER

The undersigned acknowledges receipt of this Addendum and certifies that the bid submitted is in accordance with the information, instructions and stipulations set forth herein. The changes identified in this addendum take precedence over anything to the contrary in the original specifications or other addenda issued for this project. All other terms and conditions of the original specifications and previous addenda remain in full force and effect.

Clean Green Soil Amendments, LLC
NAME OF BUSINESS

BY: Ken Curtis

TITLE: President
(Title & Capacity of Person Signing)

DATE: 5/27/25

2025-304

File Number 0240050-2

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, **Alexi Giannoulias,** *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*

CLEAN GREEN SOIL AMENDMENTS, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON NOVEMBER 29, 2007, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY 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* 19TH *day of* MAY *A.D.* 2025 .

Authentication #: 2513900818 verifiable until 05/19/2026
Authenticate at: https://www.ilsos.gov

SECRETARY OF STATE

2025-304

2025-3044

Manufacturer ID: 38
USAPlants ID: 00027S

EXPIRATION DATE: 12/31/2025

DIVISION OF AGRICULTURE INDUSTRY REGULATION
BUREAU OF AGRICULTURAL PRODUCTS INSPECTION

FERTILIZER DISTRIBUTOR LICENSE

THIS IS TO CERTIFY THAT THE PARTY NAMED HEREIN IS GRANTED A FERTILIZER DISTRIBUTOR LICENSE UNDER THE PROVISIONS OF THE ILLINOIS FERTILIZER ACT, 505 ILCS 80 PARAGRAPH 55.4, UNTIL SUCH TIME AS THIS PERMIT IS SURRENDERED, REVOKED, OR OTHERWISE TERMINATED AS PROVIDED IN SAID ACT OR UNTIL EXPIRED.

CLEAN GREEN SOIL AMENDMENTS
21920 N 2350 RD
PRAIRIE CITY IL 61470

JEFF SQUIBB, BUREAU CHIEF
ILLINOIS DEPARTMENT OF AGRICULTURE
BUREAU OF AGRICULTURAL PRODUCTS INSPECTION

ORDINANCE FACT SHEET

DATE OF 1st READING: 8/6/25

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Michelle Carlisle

PHONE NUMBER: x-2626

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

FISCAL IMPACT: -625,000.00

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

CONTRACTOR / VENDOR NAME: Clean Green Soil Amendments, LLC **VENDOR NO:** 18099

CONTRACT TERM: 5 yrs. **Change in Scope Yes** ☐ **No** ☑

CONTRACT AMOUNT: see above - - -

(Original amount if change order) **Change Order #** **Additional Amount**

Method of Purchase (check one)

☐ **Low Bid**
☑ **Other:** RFP / best
☐ **Low Bid Meeting Specs**
☐ **Exception:**
☐ **Low Evaluated Bid**
Code Provision:

Previous Ord #'s

Is Purchasing Agent approval required? No ☐ Yes ☑

Is Purchasing Agent approval attached? No ☐ Yes ☐

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1	102	100		7707	CW63	-625,000.00
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

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

Bid Tab, pages from RFP.

STAFF ANALYSIS

Accepting RFP UE26-08 - Removal & beneficial use of synthetic gypsum from Dallman Generating Station for 5 yrs. Clean Green submitted the best overall proposal.

FUNDS CHECK BY: Cavanaugh, Rachel H. Digitally signed by Cavanaugh, Rachel H. Date: 2025.07.07 08:03:54 -05'00' **Date:**

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown Date: 2025.07.03 15:19:46 -05'00' **Date:**

CITY PURCHASING AGENT: J Michael Lesko **Date:** 07/07/2025

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

The information supplied on this form is not confidential information.

2025-304

AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING CONTRACT UW26-07-24 - 10" HDPE WATER MAIN HDD BORES WITH PETERSBURG PLUMBING AND EXCAVATING LLC IN AN AMOUNT NOT TO EXCEED $95,566.00, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, by previous action, the Specifications Committee approved the specifications for Contract UW26-07-24 - 10" HDPE Water Main HDD Bores, for the Office of Public Utilities, and

WHEREAS, as described in said specifications, an advertisement for bids for Contract UW26-07-24 was placed, and

WHEREAS, Petersburg Plumbing and Excavating LLC ("Petersburg Plumbing") submitted the only 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. UW26-07-24.

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 Petersburg Plumbing for Contract UW26-07-24 - 10" HDPE Water Main HDD Bores in an amount not to exceed Ninety-Five Thousand Five Hundred Sixty-Six Dollars and No Cents ($95,566.00) for the Office of Public Utilities.

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

Section 3. The payment to Petersburg Plumbing for the total maximum amount of Ninety-Five Thousand Five Hundred Sixty-Six Dollars and No Cents ($95,566.00) from Account No. 101-100-BE-4442-2304 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

RECORDED: _____, 2025

ATTEST: _____

SIGNED: _____, 2025

_____
MAYOR

Approved as to legal sufficiency:

7-31-25
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

2025-305

Office of Public Utilities
ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

CONTRACTOR NAME: Petersburg Plumbing & Excavating

CONTRACT AMOUNT: $95,566.00

TYPE OF AWARD: Only Bid / UW26-07-24

PRIOR ORDINANCE INFORMATION:

n/a

INFORMATION:

This Ordinance accepts Contract UW26-07-24 - 10" HDPE Water Main HDD Bores, with Petersburg Plumbing and Excavating LLC ("Petersburg Plumbing") in an amount not to exceed $95,566.00.

This contract will establish prices and authorize a contractor to supply material and horizontal directional drill of a 10" HDPE water main for 2 separate projects across Illinois Department of Transportation's right-of-way for the CWLP Water Department. These projects include the Illinois Secretary of State located at 2701 S. Dirksen Parkway ($47,838.00) and the SIU School of Medicine located at 4801 W. Wabash Avenue ($47,728.00).

Petersburg Plumbing was the only bidder on this contract. They are a local vendor.

2025-305

2025-3035

CONTRACT NAME: 10" HDPE Water Main HDD Bores
CONTRACT NO: UW26-07-24
DEPARTMENT: CWLP Water Distribution
DATE: July 25, 2025

	Petersburg Plumbing & Excavating Springfield, IL
HDD Bore - 125 LF of 10" HDPE Pipe (2701 Dirksen Pkway - IL Sect. of State Building)	**$47,838.00**
HDD Bore - 120 LF of 10" HDPE Pipe (4801 W Wabash - SIU School of Medicine)	**$47,728.00**
Total Bid	**$95,566.00**

Recommend Award of Bid to Petersburg Plumbing & Excavating LLC, low bid (only bid).

Agenda No. _____

Ordinance No. _____

CITY OF

Springfield ILLINOIS

CONTRACT BOOK

SECTION I	--	INTRODUCTION
SECTION II	--	INSTRUCTIONS TO BIDDERS
SECTION III	--	SCOPE OF CONTRACT
SECTION IV	--	TERMS & CONDITIONS
SECTION V:	--	PRICING
SECTION VI:	--	CERTIFICATIONS
SECTION VII:	--	ADDENDA
SECTION VIII:	--	CONTRACT

MISTY BUSCHER, MAYOR

CONTRACT INDEX NO: UW26-07-24

CONTRACT NAME: 10" HDPE Water Main HDD Bores

NAME OF BIDDER: Petersburg Plumbing & Excavating LLC Attn: Brian Vogt

ADDRESS OF BIDDER: 3550 Great Northern Ave., Springfield, IL 62711

2025-305

SECTION V

5. PROPOSAL PRICING

PRICE PAGE FOR
10" HDPE WATER MAIN HDD BORES

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

REQUIRED BASE BID:

1. HDD Bore - 125 LF of 10" HDPE Pipe Per Plans & Specifications. (2701 Dirksen Pkwy – IL Sect. of State Building) $47,838.00

2. HDD Bore – 120 LF of 10" HDPE Pipe Per Plans & Specifications. (4801 W Wabash – SIU School of Medicine) $47,728.00

TOTAL $95,566.00

Note: This is a bid lump sum price that shall include all labor, material, and equipment necessary to perform the work as specified. No additional payment in excess of the bid lump sum price will be made for construction of the work specified.

Estimated time to commence work after notice to proceed: 10 calendar days.

Estimated time to complete work after start of construction: 15 calendar days.

Any exceptions to the specifications or bidders comments, should be listed below:

No final connections to CWLP material, no final backfilling, no final grading or seeding, no sidewalk replacement.

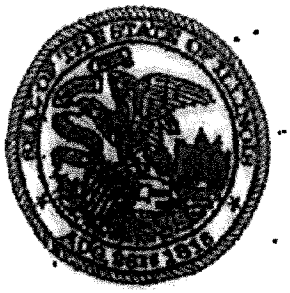
2025-305

File Number 0362676-8

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

PETERSBURG PLUMBING AND EXCAVATING, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON JULY 25, 2011, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY 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 21ST *day of* SEPTEMBER *A.D.* 2011

Jesse White

SECRETARY OF STATE

Authentication #: 1125401925
Authenticate at: http://www.ilsos.gov

2025-305

ORDINANCE FACT SHEET

DATE OF 1st READING: 08-06-25

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Michelle Carlisle

PHONE NUMBER: x-2626

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

FISCAL IMPACT: 95,566.00

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

CONTRACTOR / VENDOR NAME: Petersburg Plumbing & Excavating **VENDOR NO:** VC*1675

CONTRACT TERM: - **Change in Scope Yes** ☐ **No** ☑

CONTRACT AMOUNT: see above - -

(Original amount if change order) **Change Order #** **Additional Amount**

Method of Purchase (check one)

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

Previous Ord #'s -

Is Purchasing Agent approval required? No ☐ Yes ☑

Is Purchasing Agent approval attached? No ☐ Yes ☐

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	101	100	BA	4442	2304	95566.00
2						
3						
4						

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

Bid tab, pages from contract book

STAFF ANALYSIS

Authorizing/approving Contract #UW26-07-24, w/ Petersburg Plumbing - the only bidder for the installation of 10" fusible HDPE water main by horizontal directional drill method.

FUNDS CHECK BY: Dakota Capranica Digitally signed by Dakota Capranica Date: 2025.07.25 08:22:18 -05'00' **Date:**

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown Date: 2025.07.25 08:14:21 -05'00' **Date:**

CITY PURCHASING AGENT: Lesko, Mike Digitally signed by Lesko, Mike Date: 2025.07.25 08:26:42 -05'00' **Date:**

SIGN OFF:

(Mayor's Signature)

Ramona Metzger Digitally signed by Ramona Metzger Date: 2025.07.28 10:40:40 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2025-305

GFO-0384

AN ORDINANCE APPROVING A ONE-YEAR CONTRACT EXTENSION AND AUTHORIZING ADDITIONAL FUNDING IN THE AMOUNT OF $150,000.00 UNDER CONTRACT NO. UE22-06-38 – BYPRODUCT HAULING FOR THE DALLMAN POWER PLANT WITH J. OROS ENVIRONMENTAL, INC. FOR A TOTAL AMOUNT PAYABLE OF $1,750,000.00 FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, Ordinance No. 345-08-21 awarded Contract No. UE22-06-38 to J. Oros Environmental Inc. ("J. Oros"), for one year in a total amount of $500,000.00 for byproduct hauling for the Dallman Power Plant, and

WHEREAS, said the contract provides for a yearly extension under the same terms if agreeable to both parties, and

WHEREAS, Ordinance No. 336-08-22 approved a one-year extension to the original contract and authorized an additional $500,000.00 for a grand total of $1,000,000.00 under said contract, and

WHEREAS, Ordinance No. 316-07-23 approved a second one-year extension to the original contract and authorized an additional $300,000.00 for a grand total of $1,300,000.00 under said contract, and

WHEREAS, Ordinance No. 319-09-24 approved a second one-year extension to the original contract and authorized an additional $300,000.00 for a grand total of $1,600,000.00 under said contract, and

WHEREAS, this Ordinance extends said contract for an additional one year, and accepts the vendors' Letter Offer for Extension, a copy of which shall be on file with the City Clerk, and authorizes an additional $150,000.00 for a grand total of $1,750,000.00 payable under the contract, and

WHEREAS, this is the fourth extension of the original contract.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves an additional expenditure in an amount not to exceed One Hundred Fifty Thousand Dollars and No Cents ($150,000.00) for byproduct hauling for the Dallman Power Plant under Contract UE22-06-38 and authorizes the third one-year contract extension, by accepting the Letter Offer for Extension with J. Oros, a copy of which shall be on file with the City Clerk.

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

Section 3. The payment to J. Oros for the total maximum amount of One Million Seven Hundred Fifty Thousand Dollars and No Cents ($1,750,000.00) under Contract No. UE22-06-38 from Account Nos. 101-100-BB-6161-1232 and 102-100-CABC-7702-1201 is hereby authorized, approved, and directed.

2025-306

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

PASSED: _____, 2025 SIGNED: _____, 2025

RECORDED: _____, 2025 _____

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

7-30-25

Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

2025-306

Office of Public Utilities
ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

CONTRACTOR NAME: J. Oros Environmental Inc.

CONTRACT AMOUNT: $150,000.00 additional / Grand total $1,750,000.00

TYPE OF AWARD: UE22-06-38 – Byproduct Hauling
Contract Extension & Additional Funding

PRIOR ORDINANCE INFORMATION:

Ord. 345-08-21, 1 yr., $500k; Ord. 336-08-22, 1 yr., $500k; Ord. 316-07-23, 1 yr., $300k; and Ord. 319-09-24, 1 yr., $300k

INFORMATION:

This is a standard contract extension and funding increase ordinance for byproduct hauling for the Dallman Power Plant.

Ordinance No. 345-08-21 awarded Contract UE22-06-38 to the only bidder, J. Oros Environmental Inc. ("J. Oros"), for byproduct hauling for the Dallman Power Plant in the total amount of $500,000.00 for one year. The contract includes the option for a yearly extension under the same terms if agreeable to both parties.

Ordinance No. 336-08-22 approved a one-year contract extension and authorized additional funding in the amount of $500,000.00 under said contract for a total amount payable of $1,000,000.00.

Ordinance No. 316-07-23 approved a second one-year contract extension and authorized additional funding in the amount of $300,000.00 under said contract for a total amount payable of $1,300,000.00.

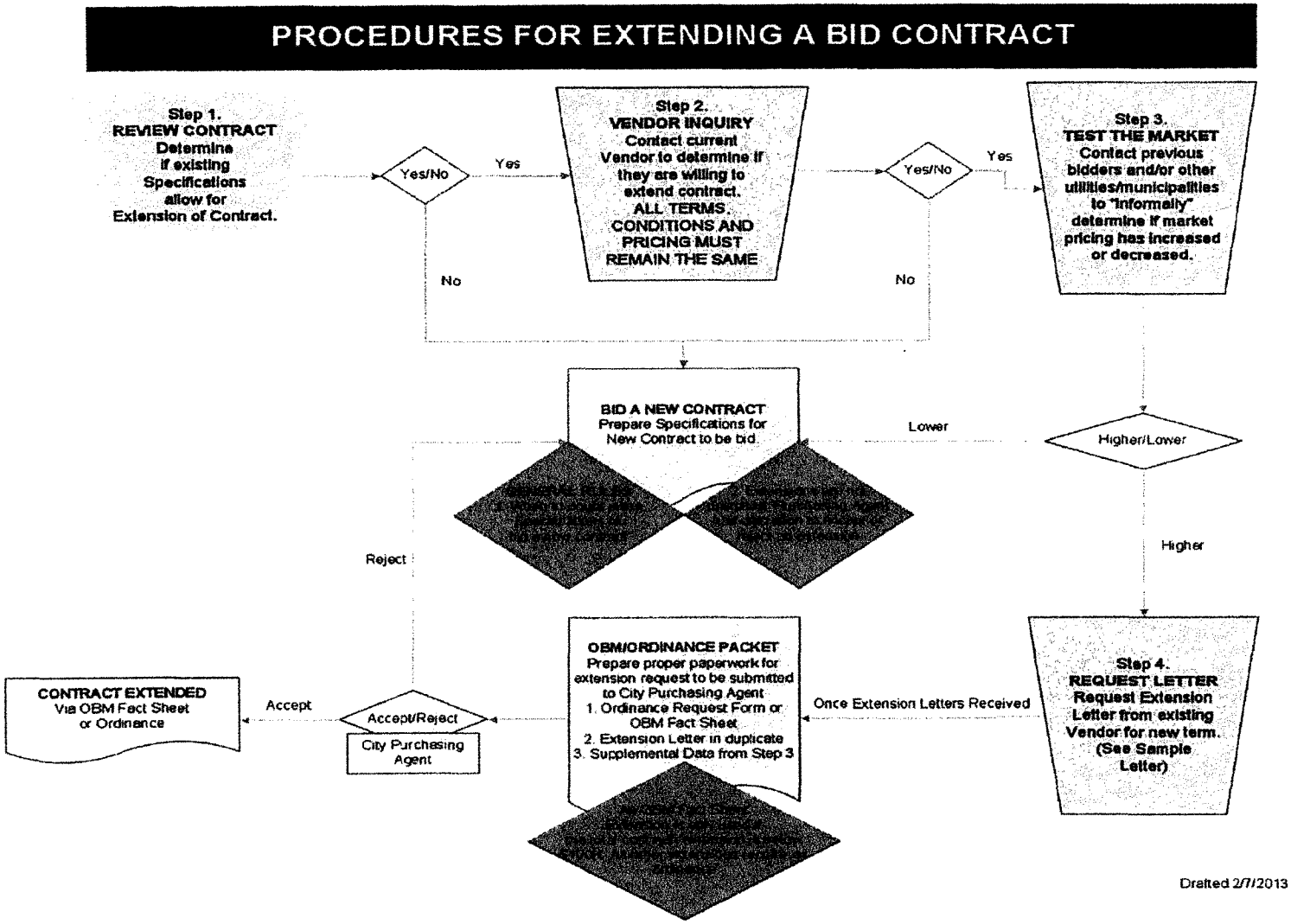
Ordinance No. 319-09-24 approved a third one-year contract extension and authorized additional funding in the amount of $300,000.00 under said contract for a total amount payable of $1,600,000.00.

This Ordinance authorizes a fourth contract extension for one-year and additional funding in an amount not to exceed $150,000.00.

J. Oros is paid $85.00 per hour for their manned tandem trucks and $90.00 per hour for manned short dump and semi-trucks. The hauling consists almost entirely of byproduct hauling from the Dallman Generating Station Complex and the Water Purification Plant. The contract includes the option for a yearly extension under the same terms if agreeable to both parties. No competitor can provide pricing that is lower than what J. Oros is currently charging. It is hereby recommended that this contract be extended for one year. This Ordinance will increase the total amount payable under the said contract to $1,750,000.00. All other terms of the contract will remain the same.

2023-3096

Extension of UE22-06-38 with J. Oros Environmental, Inc.



Step 1: Yes, the extension is detailed on Page 4 of the Contract Specifications; DURATION OF CONTRACT.

Step 2: Yes, J. Oros Environmental, Inc. is agreeable to extend the contract using the same terms and conditions.

Step 3: Market investigation has shown that market pricing has increased since the contract was bid.

Step 4: Letter received.

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

July 2, 2025

William Antonacci, P.E.
City Water Light & Power
3100 Stevenson Drive
Springfield, IL 62703

Re: UE22-06-38 Extension

Mr. Antonacci,

We would like to exercise the option to extend Contract UE22-06-38 for an additional one year period, as allowed on page 4 of the Contract Specifications; DURATION OF CONTRACT. The terms of UE22-06-38 will remain the same.

We look forward to continuing working with CWLP.

Sincerely,

Jake Oros, President

2025-306

ORDINANCE FACT SHEET

DATE OF 1st READING: 07-15-25 or 8-6-25

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Michelle Carlisle

PHONE NUMBER: x-2626

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

FISCAL IMPACT: 150,000.00

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

CONTRACTOR / VENDOR NAME: J. Oros Environmental, Inc. **VENDOR NO:** VC*0311

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

CONTRACT AMOUNT: 1,600,000.00 (Original amount ~~if change order~~) - **Change Order #** 150,000.00 **Additional Amount**

Method of Purchase (check one)

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

Previous Ord #'s various

Is Purchasing Agent approval required? No ☐ Yes ☑

Is Purchasing Agent approval attached? No ☐ Yes ☐

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	102	100	CABC	7702	101	$100,000.00
2	101	100	BB	6161	1234	$50,000.00
3						
4						

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

Flowchart / responses for extending a bid contract, extension letter

STAFF ANALYSIS

Contract UE22-06-38, Byproduct Hauling with J. Oros Environmental, Inc. "Oros" has agreed to extend the contract under the same terms and conditions for an additional year. This is its fourth extension.

FUNDS CHECK BY: Cavanaugh, Rachel H. Digitally signed by Cavanaugh, Rachel H. Date: 2025.07.03 14:25:06 -05'00' **Date:**

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown Date: 2025.07.03 13:50:57 -05'00' **Date:**

CITY PURCHASING AGENT: J Michael Lesko **Date:** 07/03/2025

SIGN OFF:

(Mayor's Signature) GEM

(Director of OBM)

The information supplied on this form is not confidential information

2025-306

AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING CONTRACT UE26-04-17 – REMOVAL, REPLACEMENT & INSTALL NEW STATION BATTERIES WITH ELECTROREP-ENERGY PRODUCTS, INC. IN AN AMOUNT NOT TO EXCEED $161,317.64, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, by previous action, the Specifications Committee approved specifications for Contract UE26-04-17 – Removal, Replacement & Install New Station Batteries, for the Office of Public Utilities, and

WHEREAS, as described in said specifications, advertisement for bids for Contract UE26-04-17 was placed, and

WHEREAS, Electrorep-Energy Products, Inc. ("Electrorep") 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. UE26-04-17.

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 Electrorep for Contract UE26-04-17 – Removal, Replacement & Install New Station Batteries in an amount not to exceed One Hundred Sixty-One Thousand Three Hundred Seventeen Dollars and Sixty-Four Cents ($161,317.64) for the Office of Public Utilities.

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

Section 3. The payment to Electrorep for the total maximum amount of One Hundred Sixty-One Thousand Three Hundred Seventeen Dollars and Sixty-Four Cents ($161,317.64) from Account No. 102-100-CAA-3252-2310 is hereby authorized, approved and directed.

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

PASSED: _____, 2025 SIGNED: _____, 2025

RECORDED: _____, 2025 _____
MAYOR

ATTEST: _____

Approved as to legal sufficiency:
7-30-25
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

2025-307

Office of Public Utilities
ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

CONTRACTOR NAME: Electrorep-Energy Products, Inc.

CONTRACT AMOUNT: $161,317.64

TYPE OF AWARD: Low Bid / UE26-04-17

PRIOR ORDINANCE INFORMATION:

n/a

INFORMATION:

This Ordinance accepts Contract UE26-04-17 in an amount not to exceed $161,317.64, with Electrorep-Energy Products, Inc. ("Electrorep"), for the removal, replacement and installation of new Station Service batteries at Dallman Unit 4.

Units 4 Station Service batteries have been in use since Unit 4 came online. The batteries need to be replaced as soon as possible as degradation and failure can become an imminent problem. The battery control system is key for medium voltage breaker control and vital battery backup equipment (back up oil pumps, emergency lighting, etc.) when power is interrupted.

There were three (3) bidders on this contract; Electrorep submitted the lowest bid.

2025-307

2025-307

CONTRACT NAME: Unit 4 Removal, Replacement & Install New Station Batteries
CONTRACT NO: UE26-04-17
DEPARTMENT: CWLP - Dallman
DATE: June 27, 2025

	Electrorep Energy Products 2121 Schuetz Road St. Louis, MO 63146	Engineered Power Systems 48 Progress Parkway Maryland Heights, MO 63043	Echo Electric Supply Company 700 North 9th Street Springfield, IL 62702
Purchase 60 M31-060-H1T33-S15-M400, 3112 Ah batteries in kind or equivalent	**$134,905.88**	Non	Non
Supply technician or engineer for removal, oversight, testing & release for operation	**$25,000.00**	Responsive	Responsive
Disposal of old batteries	**Included In Labor**		
Delivery - Springfield, IL	**$1,411.76**		
TOTAL BID	**$161,317.64**	**Bid not considered-No Bid Bond Provided**	**Bid not considered-No Bid Bond Provided**

Recommend award of bid to Electrorep Energy Products, low bid (only responsive bid).

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

PUBLIC WORKS

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

Date: **May 27, 2025**
Fax: 217·789·2207

Contract Index No: **UE26-04-17**
Contract Name: **Removal, Replacement & Install New Station Batteries**
Pre Bid Meeting: **Wednesday, June 11, 2025 @ 10:00am**
Bid Security: **5% of Total Bid**

Due Date: **2:00 P.M. Central Time USA Thursday, June 26, 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: Electrorep Energy Products

Contact Name: Zach Decker

Vendor Address: 2121 Schuetz Rd St Louis MO 63146

Vendor E-Mail: Zach@electrep.com

Phone: (314) 304-9445 **Fax:** (314) 991-3852

2025-307

PRICE PAGE FOR
UNIT 4 REMOVAL, REPLACEMENT & INSTALL NEW STATION BATTERIES

Purchase 60 M31-060-H1T33-S15-M400, 3112 Ah batteries in kind or equivalent	$ 134,905.88
Rental of battery pack to support DC power	$ N/A
Supply technician or engineer for install, testing, & release for operation	$ 25 000
Disposal of old batteries	$ included in labor
D.D.P. Delivery – Springfield, IL	$ 1,411.76
GRAND TOTAL	$ 161,317.64

2025-307

Electrorep
ENERGY PRODUCTS INC

2121 Schuetz Rd - St Louis, MO 63146
Phone 314.991.2600 - Fax 314.991.3852

QUOTE: 42199A

June 19, 2025

Pete Choudry
Via Email
City Water, Light & Power

PROJECT: Power Plant Project

Below is a quotation for batteries, labor and freight, regarding the power plant battery replacement project.

If we are favored with an order, please make the order out to Electrorep Energy Products, Inc., 2121 Schuetz Road, St. Louis, MO, 63146.

Thank you.

QTY	DESCRIPTION	PRICE	EXTENSION
1	**GNB/Stryten Batteries** Model #H1T33, 60 Cells Current Lead Time: 17 Weeks	**134905.88**	**134905.88**
1	**Removal/Installation** Removal of existing 60 cell batteries. Installation of new 60 cell batteries. Includes prepping and disposing of old batteries at an EPA approved recycler.	**25000.00**	**25000.00**
1	**Freight Cost** Freight cost to Springfield, IL.	**1411.75**	**1411.75**
TOTAL EXTENTION:			**161317.63**

Terms of payment: Net 30

Freight Terms: Prepaid and Add or Collect

Minimum Billing: N/A

Quote Validity: Price is good for order acceptance within 30 days for shipment.

ELECTROREP ENERGY PRODUCTS, INC

Zach Decker/jo

2025-307

ORDINANCE FACT SHEET

DATE OF 1st READING: 08/6/25

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Michelle Carlisle

PHONE NUMBER: x-2626

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

FISCAL IMPACT: 161,317.64

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

CONTRACTOR / VENDOR NAME: Electrorep-Energy Products, Inc. **VENDOR NO:** EL002750

CONTRACT TERM: until completion **Change in Scope Yes** ☐ **No** ☑

CONTRACT AMOUNT: see above - - -

(Original amount if change order) **Change Order #** **Additional Amount**

Method of Purchase (check one)

☑ Low Bid ☐ Other: _____

☐ Low Bid Meeting Specs ☐ Exception: _____

☐ Low Evaluated Bid **Code Provision:** _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☑

Is Purchasing Agent approval attached? No ☐ Yes ☐

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	102	100	CAA	3252	2310	161,317.64
2						
3						
4						

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

Bid Tab, Pgs from blue book

STAFF ANALYSIS

Unit 4 Station Service batteries are original to unit. They are degrading and subject to failure. Contract / Ordinance is to remove, replace and install new station batteries.

FUNDS CHECK BY: Cavanaugh, Rachel H. Digitally signed by Cavanaugh, Rachel H. Date: 2025.07.03 12:33:26 -05'00' **Date:** _____

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown Date: 2025.07.03 12:11:58 -05'00' **Date:** _____ Scott Rogers

CITY PURCHASING AGENT: J Michael Lesko **Date:** 07/03/2025

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

The information supplied on this form is not confidential information.

2025-307

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH SANGAMON COUNTY SOIL AND WATER CONSERVATION DISTRICT (SCSWCD) IN THE AMOUNT OF $282,000.00 FOR A LAKE SPRINGFIELD SOURCE WATER PROTECTION PROJECT - REGIONAL CONSERVATION PARNTERSHIP PROGRAM (RCPP), IN THE LAKE SPRINGFIELD WATERSHED, AND FURTHER AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $100,000.00 TO FUND SAID PROJECT FOR THE OFFICE OF PUBLIC UTILITIES

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

WHEREAS, Office of Public Utilities and the SCSWCD wish to enter into this Intergovernmental Cooperation Agreement to implement the agricultural conservation practice called "wetlands" in the Lake Springfield watershed in order to treat tile water runoff and reduce sediment to streams and Lake Springfield thereby safeguarding drinking water and lowering the cost of water treatment, and

WHEREAS, the SCSWCD has agreed to help the Office of Public Utilities meet contractual obligations to the United States Department of Agriculture-Natural Resources Conservation Service (USDA-NRCS) for the 2021 Lake Springfield Source Water Protection Project, part of the Regional Conservation Partnership Program ("RCPP") and known as the "Lake Springfield RCPP" or "Project 1993", by managing the installation of and disbursal of funds for the creation of USDA-NRCS approved wetlands in the Lake Springfield Watershed, and

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

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

WHEREAS, this Ordinance also authorizes a supplemental appropriation in the amount of $100,000.00 from the unappropriated water fund balance into Account No. 101-100-BC-6110-1218 to assist in the funding of said project.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and authorizes the execution of an Intergovernmental Cooperation Agreement with the SCSWCD in the amount of Two Hundred Eighty-Two Thousand Dollars and No Cents ($282,000.00) for the 2021 Lake Springfield Source Water Protection Project.

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

Section 3. The Council of the City of Springfield, Illinois, hereby authorizes a Supplemental Appropriation in the amount of $100,000.00 from unappropriated water fund balance into Account No. 101-100-BC-6110-1218 to assist in the funding of said project.

Section 4. The Office of Budget and Management is hereby authorized and directed to effectuate said supplemental appropriation.

Section 5. The payment to the SCSWCD for the total maximum amount of Two Hundred Eighty-Two Thousand Dollars and No Cents ($282,000.00) from account No.101-100-BC-6110-1218 by the City of Springfield Office of Budget and Management is hereby authorized, approved and directed.

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

PASSED: _____, 2025

RECORDED: _____, 2025

ATTEST: _____

SIGNED: _____, 2025

_____
MAYOR

Approved as to legal sufficiency:

7-30-25
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

2025-308

Office of Public Utilities
ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

CONTRACTOR NAME: Sangamon County Soil and Water Conservation District ("SCSWCD")

CONTRACT AMOUNT: $282,000.00

TYPE OF AWARD: Intergovernmental Agreement / Supplemental Appropriation

PRIOR ORDINANCE INFORMATION:

n/a

INFORMATION:

This Ordinance authorizes and approves an Intergovernmental Cooperation Agreement with the Sangamon County Soil and Water Conservation District ("SCSWCD") in an amount not to exceed $282,000.00.

This Intergovernmental Cooperation Agreement implements the agricultural conservation practice called "wetlands" in the Lake Springfield watershed in order to treat tile water runoff and reduce sediment to streams and Lake Springfield thereby safeguarding drinking water and lowering the cost of water treatment.

SCSWCD will manage the installation of and disbursal of funds for the creation of two (2) wetlands in the Lake Springfield Watershed under the United States Department of Agriculture-Natural Resources Conservation Service (USDA-NRCS) for the 2021 Lake Springfield Source Water Protection Project, part of the Regional Conservation Partnership Program ("RCPP") and known as the "Lake Springfield RCPP" or "Project 1933".

These wetlands are designed and constructed to remove excess nutrients, suspend sediment, and organic chemicals (e.g., pesticides, and herbicides). As recognized by the USDA-NRCS", it is anticipated that the wetlands will, on average, annually reduce nitrate-nitrogen by 50%, phosphorus up to 30%, and suspended sediment up to 90%.

Wetlands are a long-life conservation practice capable of performing nitrate-nitrogen removal from runoff for 30-plus years, they provide important secondary benefits of wildlife and pollinator habitat and are planted with native species.

The Office of Public Utilities is requesting a supplemental appropriation in the amount of $100,000.00 from unappropriated water fund balance to help fund this project.

2025-308

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

MEMORANDUM

TO: Michelle Carlisle
Office of Public Utilities

FROM: Mike Lesko, Purchasing Agent

DATE: July 10, 2025

SUBJECT: Request for Exemption from Competitive Bidding

I have reviewed the Ordinance Fact Sheet to Sangamon County Soil and Water Conservation District for project management and construction of 2 wetlands for the Office of Public Utilities.

Based on the information provided, I have determined that Sangamon County Soil and Water Conservation District as a government entry and this is a sole source procurement. Pursuant to Article 38.40 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive bids.

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

2025-308

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

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

WITNESSETH:

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

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

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

> Units of local government and school districts may contract or otherwise associate among themselves, with the State, with other states and their units of local government and school districts, and with the United States to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance. Units of local government and school districts may contract and otherwise associate with individuals associations, and corporations in any manner not

2025-308

prohibited by law or by ordinance. Participating units of government may use their credit, revenues, and other resources to pay costs and to service debt related to intergovernmental activities.

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

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

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

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

WHEREAS, CWLP and the District wish to enter into this intergovernmental cooperation agreement to implement the agricultural conservation practice called "wetlands" in the Lake Springfield watershed in order to treat tile water runoff and reduce sediment to streams and Lake Springfield; and

WHEREAS, the District has agreed to help the CWLP meet contractual obligations to the United States Department of Agriculture-Natural Resources Conservation Service (USDA-NRCS) for the 2021 Lake Springfield Source Water Protection Project, part of the Regional Conservation Partnership Program and known as the "Lake Springfield RCPP", by managing the installation of and

disbursal of funds for the creation of USDA-NRCS approved wetlands in the Lake Springfield Watershed; and

WHEREAS, the District's management will be at no cost to CWLP and all District work will count as in-kind contributions to the Lake Springfield RCPP; and

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

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

Section 2. **District agreement to implement the BMPs**

A. The BMP Project. The District hereby agrees to do all things and to take all acts necessary to diligently prosecute and cause the implementation of the wetlands.

B. Supervision. The District shall have sole responsibility for disbursing funds for the creation of the wetlands.

Section 3. **Costs and expenses: Financing and repayment**

A. Total cost of the BMP Project

It is estimated by the parties hereto that the total cost of wetland projects will total no more than $282,000.00.

B. CWLP contribution

CWLP agrees to provide the full amount, not to exceed $282,000, for implementation of the wetlands.

C. Payments by CWLP

CWLP shall provide $282,000.00 up front to the District to be used by the District for expenses in carrying out the terms of the Lake Springfield RCPP. District shall maintain records of all expenses that these funds are being used for. CWLP and the USDA-NRCS shall have access to such financial records at times reasonable to District.

D. Repayment by District

At the conclusion of the construction of the wetlands, the District shall repay to CWLP any unspent CWLP funds within 30 days following the construction period.

Section 4. Final Reports

District agrees to provide to CWLP a final financial accounting of wetland projects.

Section 5. Notices

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

To CWLP:

Todd LaFountain
Director, Water Division
Office of Public Utilities
City of Springfield, Illinois
4th Floor
Municipal Center East
800 East Monroe Street
Springfield, Illinois 62701

To District:

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

Section 6. Progress Reports

District agrees to provide CWLP with monthly financial report on the progress in implementing the wetland projects and the financial status of the wetland fund.

Section 7. Amendments

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

Section 8. Counterparts

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

Section 9. Governing Laws

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

Section 10. Severability

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

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

SANGAMON COUNTY SOIL AND WATER CONSERVATION DISTRICT

By: Chris Waters
Chairman

ATTEST:

Steve Frank
Secretary

CITY OF SPRINGFIELD, ILLINOIS

By: _____
Mayor GEM

ATTEST:

_____
City Clerk

2025-308

ORDINANCE FACT SHEET

DATE OF 1st READING: 8/16/25

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: 282,000.00

SUGGESTED TITLE: Accepting & authorize agreement / for / vendor / dollar amount / supplemental appropriation / SA $ / for Office of Public Utilities

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

VENDOR NO: SA002111

CONTRACT TERM: 1 yr.

Change in Scope Yes ☐ **No** ☑

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

Method of Purchase (check one)

☐ **Low Bid**
☐ **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	Unappropria	Water	Fund	Balance		100,000.00
2						
3						
4	101					

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	101	100	BC	6110	1218	282,000.00
2						
3						
4						

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

Agreement

STAFF ANALYSIS

Ordinance authorizing & approving an Intergovernmental Agreement w/ SCSWCD for project management & construction of 2 wetlands under the USDA's Regional Conservation Partnership Program Project #1993 ($282,000.00). A supplemental appropriation from unappropriated water fund balance in the amount of $100,000.00 is needed to cover this cost.

FUNDS CHECK BY: Cavanaugh, Rachel H. Digitally signed by Cavanaugh, Rachel H. Date: 2025.07.09 08:04:40 -05'00' **Date:**

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown Date: 2025.07.08 16:02:16 -05'00' **Date:**

CITY PURCHASING AGENT: Lesko, Mike Digitally signed by Lesko, Mike Date: 2025.07.10 10:34:21 -05'00' **Date:**

SIGN OFF:

(Mayor's Signature) GEM

Ramona Metzger Digitally signed by Ramona Metzger Date: 2025.07.10 11:20:56 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2025-308

AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ANDREWS ENGINEERING, INC. IN AN AMOUNT NOT TO EXCEED $500,000.00 FOR CONSULTING SERVICES RELATED TO THE DISPOSAL OF COAL COMBUSTION RESIDUALS (CCR) USING THE ENVIRONMENTAL AND REGULATORY INITIATIVES AND REBATE FUND (ERIRF) AND AUTHORZING A SUPPLEMENTAL APPRORIATION OF THOSE ERIRF FUNDS FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves and authorizes the execution of a Professional Services agreement with Andrews Engineering, Inc. ("Andrews") in an amount not to exceed $500,000.00, for consulting services related to the disposal of Coal Combustion Residuals (CCR), and

WHEREAS, Andrews will provide consulting services for an approximate two-year period related to compliance with 40 CFR Part 257 (Disposal of Coal Combustion Residuals (CCR) from Electric Utilities) and Illinois Regulations (35 Ill. Adm. Code Part 845 - Standards for the Disposal of CCR in Surface Impoundments), at the power plant ash impoundments and technical services for pending legal efforts with respect to the CCR impoundments, and

WHEREAS, Andrews has extensive knowledge of CWLP's ash impoundments and is the technical expert needed to assist CWLP Staff in meeting compliance with regulatory requirements, and

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

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

WHEREAS, per Ordinance 221-06-16, expenses from the ERIRF Fund require approval by the Mayor and City Council, and

WHEREAS, it is in the best interest of the City to authorize payment of $500,000.00 from the ERIRF fund for consulting services related to the disposal of Coal Combustion Residuals (CCR) and

WHEREAS, this Ordinance authorizes a Supplemental Appropriation in the amount of $500,000.00 from the City of Springfield's ERIRF funds into Account No. 102-400-FD-3272-2306 to fund said project

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and authorizes the execution of a Professional Services Agreement with Andrews in an amount not to exceed Five Hundred Thousand Five Hundred Dollars and No Cents ($500,000.00) for consulting services related to the disposal of CCR.

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

Section 3: That the City Council hereby authorizes the use of funds from the ERIRF fund in the amount of Five Hundred Thousand Five Hundred Dollars and No Cents ($500,000.00) for engineering services for consulting services related to the disposal of CCR with Andrews and

authorizes the supplemental appropriation of said funds into Account No. 102-400-FD-3272-2306 to fund said contract.

Section 4. The City of Springfield Office of Budget and Management is hereby authorized and directed to pay Andrews in the total amount not to exceed Five Hundred Thousand Five Hundred Dollars and No Cents ($500,000.00) from Account No. 102-400-FD-3272-2306.

Section 5. This Ordinance is being adopted pursuant to the City's home rule authority and shall be in full force and effect from and after its passage and recording with the Office of the City Clerk.

PASSED: _____, 2025 SIGNED: _____, 2025

RECORDED: _____, 2025 _____
MAYOR

ATTEST: _____

Approved as to legal sufficiency:

7-30-25
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

2025-309

Office of Public Utilities
ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

CONTRACTOR NAME: Andrews Engineering, Inc.

CONTRACT AMOUNT: $500,000.00

TYPE OF AWARD: Professional Service / ERIRF Funds / Supplemental

PRIOR ORDINANCE INFORMATION:

Previous Contract: Ord. 382-09-22, Andrews Engineering, Inc., Professional Service, $551,000.00, 3 yrs.; Additional funding due to more frequent updates to studies and reports than anticipated at the time of original ordinance authorized by Ord. 024-01-24, $600,000.00 and Ord. 352-09-24, $500,000.00

INFORMATION:

This Ordinance approves and authorizes the execution of a Professional Services agreement with Andrews Engineering, Inc. ("Andrews") in an amount not to exceed $500,000.00 for consulting services related to the disposal of Coal Combustion Residuals (CCR).

Andrews has provided cost proposal for two years of consulting services related to compliance with 40 CFR Part 257 (Disposal of Coal Combustion Residuals (CCR) from Electric Utilities) and Illinois Regulations (35 Ill. Adm. Code Part 845 - Standards for the Disposal of CCR in Surface Impoundments at the power plant ash impoundments, and technical services for ongoing legal efforts concerning the CCR impoundments.

Andrews is a local firm with intimate knowledge of CWLP's ash impoundments and are the technical experts needed to assist CWLP Staff in meeting compliance with regulatory requirements.

Previously, Ordinance 221-06-16 was passed, approving a change to the City of Springfield's Code of Ordinances, Chapter 50 Electric Utility, by adding a provision to Ch. 50.19(g) ERIRF, which states that any expenses from the ERIRF Fund shall only be used for costs of environmental and regulatory initiatives or for customer rebates, as determined by the Mayor and City Council. Therefore, requiring an ordinance for expenditures from this fund.

This Ordinance approves and authorizes ERIRF funds to be used for this agreement with Andrews. A supplementally appropriated is need to transfer the ERIRF funds into the correct expenditure line (102-400-FD-3272-2306) to fund the consulting services.

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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: **July 2, 2025**

SUBJECT: **Professional Services Determination**

I have reviewed the Ordinance Fact Sheet and documentation to Andrews Engineering, Inc., for professional services in relation to compliance with 40 CFR part 257 (Disposal of Coal Combustion Residuals from Electric Utilities) for the Office of Public Utilities.

Based on the information provided and our existing history of this consulting work with Andrews Engineering, 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.

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

2025-309

ANDREWS ENGINEERING

3300 Ginger Creek Drive | 217.787.2334
Springfield, IL 62711

July 2, 2025

Mr. PJ Becker
Environmental Health and Safety
City Water, Light and Power
3100 Stevenson Drive
Springfield, Illinois 62712

re: City Water, Light and Power
Proposal for Consulting Services
Coal Combustion Residual Impoundments
Regulatory Compliance

Dear Mr. Becker:

Provided herein is a proposal for consulting services for regulatory compliance for the coal combustion residual units, including Dallman and Lakeside Ash Ponds.

Multiple reports have been submitted to the regulatory authorities. It is understood the US EPA will be issuing further comments/requirements to the Nature and Extent Report as well as the Hazard Potential Classification, Safety Factor Assessment, Structural Stability Assessment, Unstable Areas Assessment, Inflow Design and Run-on and Run-off evaluations, which are due July 13, 2025. The effort to address the forthcoming comments/requirements cannot fully be anticipated at this time.

Two permit applications (Initial Operating Permit Application and Closure Construction Application) were submitted in 2021 and 2022 pursuant to 35 IAC Part 845 – Standards for the Disposal of Coal Combustion Residuals in Surface Impoundments. Initial comments from the IEPA have been received; however, further comments are anticipated.

The Scope of Work (Scope) provided below is based on the anticipated work for both the US EPA and Illinois EPA within the near term. As indicated above, the Scope may vary dependent upon regulatory comment.

The tasks have been identified to address the requirements of 40 CFR Part 257:

1. Annual reporting and activities-related reporting,
2. Hazard Potential Classification, Safety Factor Assessment, Structural Stability Assessment, Unstable Areas Assessment, Inflow Design and Run-on and Run-off evaluations,
3. Alternate source demonstration for exceedances of groundwater protection standards,
4. Potential assessment monitoring program for exceedances of the groundwater protection standards,
5. Nature and Extent Report, Flow Path Assessment and assistance with possible public meetings;
6. Corrective action design,

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7. Corrective action implementation (may be different than the final closure design), and
8. Miscellaneous tasks.

The remaining tasks have been identified to address the requirements of 35 IAC Part 845. It must be noted the requirements for the groundwater monitoring program are not the same for both 40 CFR Part 257 and 35 IAC Part 845 regulations. Some items may seem redundant but in fact are dissimilar due to differences in the groundwater protection standards and background concentrations. Groundwater assessment activities pursuantto 40 CFR Part 257 and 35 IAC Part 845 may be in differing areas of the site.

1. Annual reporting and assessments,
2. Additional information for location standards,
3. Revision of the groundwater monitoring program, including incorporation of all subsurface information recently obtained from the multiple drilling programs,
4. Alternate source demonstration (different areas than for 40 CFR Part 257),
5. Assessment monitoring program which may include additional drilling and well installation for investigation of extent elevated concentrations,
6. CCR chemical analyses report,
7. Possible revision of the contaminant transport model,
8. Wetland assessment and reporting,
9. Corrective action design
10. Corrective action implementation (may be different than the final closure design), and
11. Miscellaneous tasks

Comments and/or further requirements to be issued by the Illinois EPA or US EPA cannot be determined at this time. However, costs have been included to address, as feasible, potential comments or requirements.

In addition to these regulatory compliance scopes, Andrews will continue to provide litigation support for Sierra Club, et al v. City Water, Light and Power, PCB18-11 before the Pollution Control Board. This includes fact and expert testimony and associated preparation.

COST ESTIMATE

The cost estimate for the tasks presented above is $500,000.00. Consistent with work conducted previously for CWLP, Andrews incurs costs on a time-and-materials basis. A Professional Services Agreement is attached.

Please contact me with any questions or comments. Thank you.

Sincerely,

Brad J. Hunsberger

Brad Hunsberger, LPG
Vice President

BJH:bjh

J:/S/Springfield CWLP/CWLP Ash Pond/DOC/2025/Proposals/CWLP CCR Proposal 07-02-25.docx

2025-309

ANDREWS ENGINEERING INC.
PROFESSIONAL SERVICES AGREEMENT

PROJECT INFORMATION ***(If information is incorrect, please type correct information and initial)***

Project Name: Power Plant Ash Impoundments

Project Location: East Lake Shore Drive, Springfield, Illinois

Property Owner: City Water, Light and Power (City of Springfield)

Description of Professional Services:
Professional services for regulatory compliance for the coal combustion residual units, including Dallman and Lakeside Ash Ponds. The services will address multiple regulatory programs, including 35 IAC Part 620, 35 IAC Part 845, 40 CFR Part 257, and pending legal efforts with respect to the impoundments, as defined in the July 2, 2025 Proposal.

Charges for Professional Services:

Unless specifically indicated otherwise, payment shall be on a time and expense basis in accordance with the Andrews Engineering, Inc. Standard Schedule of Charges for Professional Services in effect at the time the services are performed. A maximum (not to exceed) cost for the subject services is presented as part of this Professional Services Agreement.

CLIENT INFORMATION (If information is incorrect, please type correct information and initial)

Contact Person: P.J. Becker
Company Name: Environmental Health and Safety, City Water, Light and Power
Street Address: 3100 Stevenson Drive
City, State, and Zip: Springfield, Illinois 62712
Telephone: (217) 757-8610 (Ext. 1108)

BILLING INFORMATION ***(If information is incorrect, please type correct information and initial)***

Contact Person: P.J. Becker
Company Name: Environmental Health and Safety, City Water, Light and Power
Street Address: 3100 Stevenson Drive
City, State, and Zip Code: Springfield, Illinois 62712
Telephone: (217) 757-8610 (Ext. 1108)

ACCEPTED BY:

CITY WATER, LIGHT & POWER

Authorized Signature: _____
Name and Title (printed or typed): _____
Date: _____

ANDREWS ENGINEERING INC.

Authorized Signature: _____
Name and Title (printed or typed): Kenneth W. Liss, President
Date: July 02, 2025

Professional Services will be performed in accordance with the Terms and Conditions on the reverse side.

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GENERAL TERMS AND CONDITIONS

SCOPE OF SERVICES -- Andrews Engineering Inc. (hereinafter called CONSULTANT) shall perform the services described on this Professional Services Agreement. Additional, continuing, or other services requested or approved by the CLIENT but not specifically described in this or another contract document shall also be performed under the terms and conditions of this Agreement. This Agreement may be terminated by either party upon written notice. CONSULTANT will be paid for all services and expenses rendered to the date of termination.

LIMITATION OF SERVICES -- The scope of services to be performed by the CONSULTANT shall not include safety engineering, structural, mechanical, and/or electrical design; property boundary surveys; environmental impact reports; research studies; special documentation; special studies; or other services or activities not specifically included in the Project's "Description of Professional Services" or otherwise agreed upon in writing by the CONSULTANT. In addition, the CLIENT shall be responsible for the Project's compliance with local ordinances and other Local, State, and Federal Laws/Regulations and in the securing of all permits and/or licenses pertaining to the Project unless, and to the extent that, such services are specifically included in the Project's "Description of Professional Services" or otherwise agreed upon in writing by the CONSULTANT.

PAYMENT FOR SERVICES -- Unless specifically stated otherwise elsewhere in this Agreement, payment for the CONUSLTANT's services shall be in accordance with the CONSULTANT'S Standard Schedule of Charged for Professional Services in effect at the time the services are performed and due 30 days from the CONSULTANT'S invoice date. In the event of any disputed invoice, the CLIENT shall notify the CONSULTANT of the nature of the dispute in writing within 21 days of the invoice date. If CLIENT fails to make full payment of an invoice by its due date, CONSULTANT may charge a 1.5% monthly interest charge from the due date on any remaining unpaid balance. Any payment will be credited first to any interest owed and then to principal. Also, after giving seven days written notice to CLIENT, CONSULTANT may suspend services under this Agreement until CLIENT has paid in full all amounts due for services, expenses and other related charges. CLIENT waives any and all claims against CONSULTANT for any such suspension. Finally; if any costs are incurred by CONSULTANT to secure delinquent payment from CLIENT, (including but not limited to attorney fees and court costs) CLIENT shall reimburse CONSULTANT these costs.

STANDARD OF PERFORMANCE -- The standard of care for all professional and related services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the CONSULTANT'S profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with these services.

SUPPLEMENTAL INFORMATION AND DEFECTS -- The CLIENT shall provide the CONSULTANT all information that is known or readily accessible by or to him which may be reasonable and/or necessary for completion of the CONSULTANT'S services. In addition, the CLIENT shall examine the CONSULTANT'S submissions and give written notice promptly to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the submittal. An appropriate authorized person of the CLIENT shall promptly sign, date, and return to CONSULTANT all permit applications and/or other documents necessary for CONSULTANT to complete its services under this Agreement or to secure payment for them.

OPINIONS OF QUANTITIES, COSTS & TIME -- Opinions of quantities, costs, and time which may be provided by the CONSULTANT at the request of the CLIENT or as is appropriate or necessary for a complete submission on behalf of the CLIENT are approximations which may be based upon information provided by others and/or whose actual values may be dependent upon persons or conditions on which the CONSULTANT has little or no control. Therefore, the CLIENT agrees not to construe or use the CONSULTANT'S opinions of probably quantities, costs and time as absolute or exact values.

REUSE OF DOCUMENTS -- All Drawings, Specifications, and other product of the CONSULTANT (and CONSULTANT'S independent professional associates and consultants) prepared or furnished pursuant to this Agreement are instruments of service of the Project and the CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. The CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by the CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or on another project. Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at the CLIENT'S sole risk and without liability or legal exposure to the CONSULTANT, or to the CONSULTANT'S independent professional associates or consultants, and the CLIENT shall indemnify and hold harmless the CONSULTANT and the CONSULTANT'S independent professional associates and consultants from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

LIABILITY -- The CONSULTANT'S liability to the CLIENT for injury or damage to persons or property arising out of services performed for the CLIENT and for which legal liability may be found to rest upon the CONSULTANT, other than for professional errors and omissions, will be limited to our general liability insurance coverage. An insurance certificate will be furnished upon request. If increased insurance coverage and/or greater responsibility is required by the CLIENT, we, if specifically directed by the CLIENT, will take out additional insurance (if procurable) to protect us, at CLIENT'S expense. We shall not be responsible for property damage from any cause, including fire and/or explosion, beyond

_____ **(CLIENT INITIALS)**

2025-309

the amounts of coverage or our insurance. For any damage on account of any error, omission, or other professional negligence, the CLIENT agrees to limit the CONSULTANT'S liability to the CLIENT and/or any third parties such that the total aggregate liability of the CONSULTANT to all parties shall not exceed the total sum of the engineering fees paid to the CONSULTANT for his services on the Project. Further, the CLIENT agrees to indemnify and hold harmless the CONSULTANT of all liability related to errors, omissions, and negligence of the CONSULTANT, its employees, and agent(s) where the CONSULTANT'S services are terminated prior to the completion of the Project. In the event the CLIENT makes a claim against the CONSULTANT, at law or otherwise, for any alleged error, omission, or other act arising out of the performance of professional services, and the CLIENT fails to prove such claim, then the CLIENT shall pay all costs incurred by the CONSULTANT defending itself against the claim.

WASTE DISPOSAL CONSULTING -- Where the CONSULTANT'S services includes review of analysis and/or preparation of paperwork for waste disposal, it shall be the responsibility of the Waste Generator to provide the CONSULTANT with a representative waste sample(s), including taking into account expected variations or a copy of the results of an appropriate analysis on such a sample. The CONSULTANT'S conclusions and/or paperwork for waste disposal of specific waste streams shall not be construed to relieve the Waste Generator of his responsibility to determine whether the subject waste(s) are defined as "hazardous" by current law or regulation. If the Waste Generator is someone besides the CLIENT, the CLIENT shall include this or a similar clause in an agreement with the Waste Generator or, for purposes of this Agreement, shall assume the responsibilities of the Waste Generator.

CERTIFICATIONS -- Regulatory agencies may require certification(s) by a Registered Professional Engineer and/or a Registered Professional Geologist which attest that various aspects of the Project have been developed or constructed in accordance with its approved plan or permit(s). Where the CONSULTANT'S services includes providing such certification(s), the CONSULTANT shall make visits to the project site as the CONSULTANT feels necessary during or after construction of the Project to collect sample(s) for required testing and/or to observe the development to evaluate its conformance with the subject approved plan or permit(s). Further, the CONSULTANT shall provide a written report of his observations and required test results to the regulatory agency requesting the certification. However, it shall be understood that the scope of such a report shall be limited to the specific samples tested and/or the actual portions of the development or construction visually observed by the CONSULTANT at the time of his site visit. It shall not constitute acceptance of the work, nor shall it be construed to relieve the Contractor, CLIENT, or Operator from their responsibilities to develop and construct the Project in accordance with its approved plan or permit(s). Further, since the CONSULTANT will not have direct control nor provide continuous scrutiny of the work requiring certification; a favorable CONSULTANT'S report to the regulatory agency shall not be construed as an expressed or implied warranty or guarantee that the work requiring certification is in complete or total compliance with its approved plan or permit(s). In addition, the CLIENT agrees to defend, indemnify, and hold harmless the CONSULTANT from all claims, damages, and expenses including attorney's fees resultant from any party construing such a warranty or guarantee by the CONSULTANT.

RIGHT OF ENTRY -- CLIENT shall provide for CONSULTANT'S right to enter property owned by CLIENT and/or others in order for CONSULTANT to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of this Agreement.

AQUIFER CONTAMINATION -- Subsurface sampling may result in contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous substances or pollutants off-site. Because subsurface sampling may be a necessary aspect of the work which CONSULTANT will perform on CLIENT'S behalf, CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify, and hold CONSULTANT harmless from any claim or liability for injury or loss that may arise as a result of alleged cross-contamination caused by sampling.

PURCHASE ORDERS -- If the CLIENT uses a purchase order as a mechanism to retain the CONSULTANT and there is a contradiction, the terms and conditions of this document shall prevail over those of the purchase order unless specifically agreed upon otherwise.

SUCCESSOR AND ASSIGNS -- The CLIENT and CONSULTANT each is hereby bound and the partners, successors, executors, administrators, and legal representatives of the CLIENT and CONSULTANT are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

CONFIDENTIALITY -- The CONSULTANT agrees to hold in confidence all information not in the public record which comes to its knowledge concerning the CLIENT and its operations and not to disclose to others, at any time during or after termination of this Agreement, such information or the results of the CONSULTANT'S activities hereunder without the prior consent of the CLIENT unless required to do so by law.

GOVERNING LAW / VENUE – This Agreement shall be governed by the laws of the State of Illinois. Venue for any action concerning this Agreement shall be proper only in the state court in Sangamon County or, if appropriate, the United States Court for the Central District of Illinois.

LIMITATION OF FEES -This Agreement does not authorize expenditure of City funds in excess of the amount presented in the attached documents without prior approval by authorized city of Springfield (Illinois) officials as required by statute or applicable rules. The CONSULTANT acknowledges proceeding with work incurring costs in excess of the approval amount prior to approval shall be done at its own risk with no guarantee of payment for the subject exceedances.

_____ **(CLIENT INITIALS)**

2025-309

ORDINANCE FACT SHEET

DATE OF 1st READING: 07-15-25

CONTACT PERSON: Michelle Carlisle

OFFICE REQUESTING: Office of PUBLIC UTILITIES

PHONE NUMBER: x2626

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

FISCAL IMPACT: 500,000.00

SUGGESTED TITLE: Authorize PS agreement / in relation to / vendor / dollar amount / ERIRF Funds / Supplemental Appro of ERIRF Funds / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: Andrews Engineering, Inc. **VENDOR NO:** VC*1936

CONTRACT TERM: approx. 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:** Prof. serv.
☐ **Exception:**
Code Provision: 38.42

Previous Ord #'s Previous agreement - 382-09-22

Is Purchasing Agent approval required? No ☐ Yes ☑

Is Purchasing Agent approval attached? No ☐ Yes ☐

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	102	400	FD	3272	2306	500,000
2						
3						
4						

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

Andrews proposal

STAFF ANALYSIS

Professional service agreement for consulting services related to compliance with federal regulations 40 CFR 257 Subpart D (Disposal of Coal Combustion Residuals from Electric Utilities), Illinois regulations 35 Ill. Adm. Code Part 845 (Standards for the Disposal of CCR in Surface Impoundments), and technical services for on-going legal efforts concerning the CCR Surface Impoundments. (ERIRF Funding). This $500k is estimated to cover approx. 2 yrs. of work.

FUNDS CHECK BY: Dakota Capranica — Digitally signed by Dakota Capranica Date: 2025.07.02 14:37:45 -05'00' **Date:**

DIRECTOR / SUPERVISOR Doug Brown — Digitally signed by Doug Brown Date: 2025.07.02 13:29:07 -05'00' **Date:**

CITY PURCHASING AGENT: J Michael Lesko **Date:** 07/02/2025

SIGN OFF:

(Mayor's Signature) GEA

(Director of OBM)

The information supplied on this form is not confidential information.

2025-309

AN ORDINANCE AUTHORIZING AN INCREASE OF A CONTRACT RFP PW24-22 WITH LEWIS EXCAVATING & SNOW REMOVAL LLC TO PROVIDE SUPPLEMENTAL SNOW REMOVAL SERVICES IN AN AMOUNT NOT TO EXCEED $71,347.00 FOR THE OFFICE OF PUBLIC WORKS

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

WHEREAS, the City previously entered into contract RFP PW24-22 with Lewis Excavating & Snow Removal LLC to perform snow removal services in an amount not to exceed $49,999.00; and

WHEREAS, no ordinance was necessary pursuant to provisions of Chapter 38.35 authorizing contracts not to exceed $50,000; and

WHEREAS, the City has received the final invoice for services performed under contract RFP PW24-22; and

WHEREAS, the Office of Public Works is requesting an additional $21,346.98 for an amount not to exceed $71,347.00 under contract RFP PW24-22 with Lewis Excavating & Snow Removal LLC to perform supplemental snow removal services; and

WHEREAS, it is now necessary for the City Council to approve an agreement with, and authorize an additional payment of $21,346.98 for a total amount not to exceed $71,347.00 to Lewis Excavating & Snow Removal LLC for emergency snow removal services.

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

Section 1: That the City Council hereby approves contract RFP PW24-22 with Lewis Excavating & Snow Removal LLC for snow removal services in an amount not to exceed $49,999.00 and authorizes an additional payment of $21,346.98 for a total not to exceed $71,347.00 for said services. The Mayor and the City Clerk are hereby authorized to execute the contract RFP PW24-22 and any supporting documents on behalf of the City of Springfield, Illinois.

Section 2: That the Office of Budget and Management is hereby authorized to pay the additional amount of $21,346.98 for a total amount not to exceed $71,347.00 under contract RFP PW24-22 to Lewis Excavating & Snow Removal LLC from account number 001-110-WORK-GARA-1232.

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

PASSED: _____, 2025

RECORDED: _____, 2025

ATTEST: _____
City Clerk Charles L. Redpath Sr.

SIGNED: _____, 2025

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

7-30-25
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

S:\WPDOCS\Ordinances\Public Works\2025\Contract\Lewis Excavation - Snow Removal Increase Contract.docx F.R. 08.06.25 ~ NF

2025-310

☐ CONTRACTS BETWEEN $5,000 AND $15,000

☑ CONTRACTS $50,000 AND UNDER

☐ PROFESSIONAL SERVICE CONTRACTS $25,000 AND UNDER

☐ CONTRACT MODIFICATION WITHIN 10%

☐ FUNDING APPROVAL FOR MULTI YEAR CONTRACT

ORIGINATOR: David Whitworth	**DATE:** 11/27/2024
OFFICE REQUESTING: Public Works	**CONTACT PERSON:** David Whitworth
TYPE OF CONTRACT: Renewal	**PHONE NUMBER:** 217-789-2255 x5227
CONTRACT INDEX # : RFP PW24-22	**FISCAL IMPACT:** $49,999

DESCRIPTION / JUSTIFICATION:

Provide the City with supplemental snow removal services extended through 4/15/2025.

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

Contracts

CONTRACTOR / VENDOR NAME: Lewis Excavating & Snow Removal LLC	**VENDOR NO:** VC*5103
CONTRACT TERM: through 4/15/2025	**CHANGE IN SCOPE:** ☐ YES NO ✓
CONTRACT AMOUNT:$ $49,999 — **CHANGE ORDER # :**	**ADDITIONAL AMOUNT:** ☐
METHOD OF PURCHASE	
☐ LOW BID — ☐ SOLE SOURCE	**PREVIOUS ORDINANCE #'s**
☐ ONLY BID — ☐ PROFESSIONAL SERVICE	**ISD APPROVAL (IF REQUIRED)** ☐ YES ☑ NO
☐ GRANT FUNDED — ☐ JOINT PURCHASING	**PURCHASING AGENT APPROVAL** **REQUIRED** ☑ YES ☐ NO
☐ OTHER — ☑ REQUEST FOR PROPOSAL	

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

EXPENDITURE					
FUND	AGENCY	ORG	ACTIVITY	OBJECT	AMOUNT
001	110	WORK	GARA	1232	$49,999

COMMODITY CODE:

DEPARTMENT DIRECTOR: ⇨ — DATE: 27 NOV 24

FUNDS CHECKED BY: ⇨ — DATE: 12/2/2024

CITY PURCHASING AGENT: ⇨ — DATE: 12/2/2024

OBM DIRECTOR: ⇨ — DATE: 12/2/24

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

Date 2/4/2025

Invoice #

Due Date **2/4/2025**

1365

Lewis Excavation & Snow Removal LLC
4725 Lynhurst Road
Springfield, IL 62711
(217)414-7569
Lewisexcavation@comcast.net

City of Springfield/Office of Public Work
C/O David Whitworth, PE
Construction Engineer
300 S. Seventh St. Rm 203
Springfield IL 62701-1681

Project	1/5/25 8" Snow

Serviced	Description	Hours / Qty.	U/M	Rate	Amount
1/6/2025	Vehicle 8. Time + Half rate for hourly snow removal in Cobblestone, Happy Landing, and Ginger Creek Subdivision (D3S4B).	3.5		459.24	1,607.34
1/6/2025	Vehicle 10. Time and a half rate for hourly snow removal in Cobblestone, Happy Landing, and Ginger Creek Subdivision (D3S4B).	3.5		459.24	1,607.34
1/6/2025	Vehicle 1. Straight Time rate for hourly snow removal in Kreston Place, Pine Creek, and Koke Mill West Subdivision (D3S5B).	1.75		306.16	535.78
1/6/2025	Vehicle 2. Caterpillar 259D track loader straight time hourly rate for snow removal in Kreston Place, Pine Creek, and Koke Mill West Subdivision (D3S5B).	1.75		353.42	618.49
1/6/2025	Vehicle 3. Bobcat skidsteer straight time hourly rate for snow removal in Kreston Place, Pine Creek, and Koke Mill West Subdivision (D3S5B).	1.75		353.42	618.49
1/6/2025	Vehicle 4. Straight Time rate for hourly snow removal in Kreston Place, Pine Creek, and Koke Mill West Subdivision (D3S5B).	1.75		306.16	535.78
1/6/2025	Vehicle 5. Kubota L6060 Tractor hourly rate for snow removal in Kreston Place, Pine Creek, and Koke Mill West Subdivision (D3S5B).	0.5		353.42	176.71

Total

Payments/Credits

Balance Due

2025-310

Date 2/4/2025

Invoice #

Due Date **2/4/2025**

1365

Lewis Excavation & Snow Removal LLC

4725 Lynhurst Road
Springfield, IL 62711
(217)414-7569
Lewisexcavation@comcast.net

City of Springfield/Office of Public Work
C/O David Whitworth, PE
Construction Engineer
300 S. Seventh St. Rm 203
Springfield IL 62701-1681

Project	1/5/25 8" Snow

Serviced	Description	Hours / Qty.	U/M	Rate	Amount
1/6/2025	Vehicle 7. Caterpillar 262D3 skid loader straight time hourly rate for snow removal in Kreston Place, Pine Creek, and Koke Mill West Subdivision (D3S5B).	1.75		353.42	618.49
1/6/2025	Vehicle 8. Straight Time rate for hourly snow removal in Kreston Place, Pine Creek, and Koke Mill West Subdivision (D3S5B).	1.75		306.16	535.78
1/6/2025	Vehicle 10. Straight time rate for hourly snow removal services in Kreston Place, Pine Creek, and Koke Mill West Subdivision (D3S5B).	1.75		306.16	535.78
1/6/2025	Vehicle 1. Straight time rate for hourly snow removal in Mill Creek, Stone Creek,Thornhill, and West Road Park Subdivisions (D3S3B).	1.5		306.16	459.24
1/6/2025	Vehicle 2. Caterpillar 259D track loader straight time hourly rate for snow removal in Mill Creek, Stone Creek,Thornhill, and West Road Park Subdivisions (D3S3B).	1.5		353.42	530.13
1/6/2025	Vehicle 3. Bobcat skidsteer straight time hourly rate for snow removal in Mill Creek, Stone Creek,Thornhill, and West Road Park Subdivisions (D3S3B).	1.5		353.42	530.13

Total

Payments/Credits

Balance Due

2025-310

Date 2/4/2025

Invoice #

Due Date **2/4/2025**

1365

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Lewisexcavation@comcast.net

City of Springfield/Office of Public Work
C/O David Whitworth, PE
Construction Engineer
300 S. Seventh St. Rm 203
Springfield IL 62701-1681

Project	1/5/25 8" Snow

Serviced	Description	Hours / Qty.	U/M	Rate	Amount
1/6/2025	Vehicle 4. Straight Time rate for hourly snow removal in Mill Creek, Stone Creek,Thornhill, and West Road Park Subdivisions (D3S3B).	1.5		306.16	459.24
1/6/2025	Vehicle 5. Kubota L6060 Tractor hourly rate for snow removal in Mill Creek, Stone Creek,Thornhill, and West Road Park Subdivisions (D3S3B).	1.5		353.42	530.13
1/6/2025	Vehicle 7. Caterpillar 262D3 skid loader straight time hourly rate for snow removal in Mill Creek, Stone Creek,Thornhill, and West Road Park Subdivisions (D3S3B).	1.5		353.42	530.13
1/6/2025	Vehicle 8. Straight Time rate for hourly snow removal in Mill Creek, Stone Creek,Thornhill, and West Road Park Subdivisions (D3S3B).	1.5		306.16	459.24
1/6/2025	Vehicle 10. Straight time rate for hourly snow removal in in Mill Creek, Stone Creek,Thornhill, and West Road Park Subdivisions (D3S3B).	1.5		306.16	459.24
1/6/2025	Vehicle 1. Straight Time rate for hourly snow removal in Tara Hills, Country Club Subdivision (D6S4B).	3.5		306.16	1,071.56
1/6/2025	Vehicle 2. Caterpillar 259D track loader straight time rate for hourly snow removal in Tara Hills, Country Club Subdivision (D6S4B).	3.5		353.42	1,236.97

Total

Payments/Credits

Balance Due

2025-310

Date 2/4/2025

Invoice #

Due Date **2/4/2025**

1365

Lewis Excavation & Snow Removal LLC

4725 Lynhurst Road
Springfield, IL 62711
(217)414-7569
Lewisexcavation@comcast.net

City of Springfield/Office of Public Work
C/O David Whitworth, PE
Construction Engineer
300 S. Seventh St. Rm 203
Springfield IL 62701-1681

Project	1/5/25 8" Snow

Serviced	Description	Hours / Qty.	U/M	Rate	Amount
1/6/2025	Vehicle 3. Bobcat T770 track loader straight time rate for hourly snow removal in Tara Hills, Country Club Subdivision (D6S4B).	3.5		353.42	1,236.97
1/6/2025	Vehicle 4. Straight time rate for hourly snow removal in Tara Hills, Country Club Subdivision (D6S4B).	3.5		306.16	1,071.56
1/6/2025	Vehicle 5. Kubota L6060 straight time rate for hourly snow removal in Tara Hills, Country Club Subdivision (D6S4B).	3.5		353.42	1,236.97
1/6/2025	Vehicle 7. Caterpillar 262D3 skidloader straight time rate for hourly snow removal in Tara Hills, Country Club Subdivision (D6S4B).	3.5		353.42	1,236.97
1/6/2025	Vehicle 8. Straight time rate for hourly snow removal in Tara Hills, Country Club Subdivision (D6S4B).	3.5		306.16	1,071.56
1/6/2025	Vehicle 9. Straight time rate for hourly snow removal in Tara Hills, Country Club Subdivision (D6S4B).	2.5		306.16	765.40
1/6/2025	Vehicle 10. Straight Time rate for hourly snow removal in Tara Hills, Country Club Subdivision (D6S4B).	3.5		306.16	1,071.56

Please make checks payable to Lewis Excavation & Snow Removal LLC

We appreciate your business!

We thank you for your prompt payment. Please include your invoice number with your payment.

A finance fee of 3.00%/month will be assessed for invoices with outstanding balances of 30 days or longer. After 90 days, outstanding invoices will be turned over to collections. If turned over to collections, an additional fee of 33.33% will be assessed to your balance due.

Total	$21,346.98
Payments/Credits	$0.00
Balance Due	**$21,346.98**

2025-310

Date 1/16/2025

Invoice #

Due Date **2/16/2025**

1356

Lewis Excavation & Snow Removal LLC

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Springfield, IL 62711
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City of Springfield/Office of Public Work
C/O David Whitworth, PE
Construction Engineer
300 S. Seventh St. Rm 203
Springfield IL 62701-1681

VC-5103
Dept 110
PO 29043
RC 208858

Project	1/5/25 8.0" snow

Serviced	Description	Hours / Qty.	U/M	Rate	Amount
1/5/2025	Vehicle 1. Double Time rate for hourly snow removal in Kreston Place, Pine Creek, and Koke Mill West Subdivision (D3S5B).	2.5		612.32	1,530.80
1/5/2025	Vehicle 2. Caterpillar 259D track loader double time hourly rate for snow removal in Kreston Place, Pine Creek, and Koke Mill West Subdivision (D3S5B).	2.5		706.84	1,767.10
1/5/2025	Vehicle 3. Bobcat skidsteer double time rate for hourly snow removal in Kreston Place, Pine Creek, and Koke Mill West Subdivision (D3S5B).	2.5		706.84	1,767.10
1/5/2025	Vehicle 4. Double Time rate for hourly snow removal in Kreston Place, Pine Creek, and Koke Mill West Subdivision (D3S5B).	2.5		612.32	1,530.80
1/5/2025	Vehicle 7. Caterpillar 262D3 skid loader double time hourly rate for snow removal in Kreston Place, Pine Creek, and Koke Mill West Subdivision (D3S5B).	2.5		706.84	1,767.10
1/5/2025	Vehicle 8. Double Time rate for hourly snow removal in Kreston Place, Pine Creek, and Koke Mill West Subdivision (D3S5B).	2.5		612.32	1,530.80
1/5/2025	Vehicle 10. Double time rate for hourly snow removal services in Kreston Place, Pine Creek, and Koke Mill West Subdivision (D3S5B).	2.5		612.32	1,530.80

Total

Payments/Credits

Balance Due

2025-310

Date 1/16/2025

Invoice #

Due Date **2/16/2025**

1356

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4725 Lynhurst Road
Springfield, IL 62711
(217)414-7569
Lewisexcavation@comcast.net

City of Springfield/Office of Public Work
C/O David Whitworth, PE
Construction Engineer
300 S. Seventh St. Rm 203
Springfield IL 62701-1681

Project	1/5/25 8.0" snow

Serviced	Description	Hours / Qty.	U/M	Rate	Amount
1/5/2025	Vehicle 1. Double Time rate for hourly snow removal in Mill Creek, Stone Creek,Thornhill, and West Road Park Subdivisions (D3S3B).	2.5		612.32	1,530.80
1/5/2025	Vehicle 2. Caterpillar 259D track loader double time hourly rate for snow removal in Mill Creek, Stone Creek,Thornhill, and West Road Park Subdivisions (D3S3B).	2.5		706.84	1,767.10
1/5/2025	Vehicle 3. Bobcat skidsteer double time rate for hourly snow removal in Mill Creek, Stone Creek,Thornhill, and West Road Park Subdivisions (D3S3B).	2.5		706.84	1,767.10
1/5/2025	Vehicle 4. Double Time rate for hourly snow removal in Mill Creek, Stone Creek,Thornhill, and West Road Park Subdivisions (D3S3B).	2.5		612.32	1,530.80
1/5/2025	Vehicle 5. Kubota L6060 Tractor double time hourly rate for snow removal in Mill Creek, Stone Creek,Thornhill, and West Road Park Subdivisions (D3S3B).	1		706.84	706.84
1/5/2025	Vehicle 7. Caterpillar 262D3 skid loader double time hourly rate for snow removal in Mill Creek, Stone Creek,Thornhill, and West Road Park Subdivisions (D3S3B).	2.5		706.84	1,767.10

Total

Payments/Credits

Balance Due

2025-310

Date 1/16/2025

Invoice #

Due Date **2/16/2025**

1356

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City of Springfield/Office of Public Work
C/O David Whitworth, PE
Construction Engineer
300 S. Seventh St. Rm 203
Springfield IL 62701-1681

Project	1/5/25 8.0" snow

Serviced	Description	Hours / Qty.	U/M	Rate	Amount
1/5/2025	Vehicle 8. Double Time rate for hourly snow removal in Mill Creek, Stone Creek,Thornhill, and West Road Park Subdivisions (D3S3B).	2.5		612.32	1,530.80
1/5/2025	Vehicle 10. Double time rate for hourly snow removal in in Mill Creek, Stone Creek,Thornhill, and West Road Park Subdivisions (D3S3B).	2.5		612.32	1,530.80
1/6/2025	Vehicle 1. Straight time rate for hourly snow removal in Mill Creek, Stone Creek,Thornhill, and West Road Park Subdivisions (D3S3B).	1		306.16	306.16
1/6/2025	Vehicle 2. Caterpillar 259D track loader straight time hourly rate for snow removal in Mill Creek, Stone Creek,Thornhill, and West Road Park Subdivisions (D3S3B).	1		353.42	353.42
1/6/2025	Vehicle 3. Bobcat skidsteer straight time hourly rate for snow removal in Mill Creek, Stone Creek,Thornhill, and West Road Park Subdivisions (D3S3B).	1		353.42	353.42
1/6/2025	Vehicle 4. Straight Time rate for hourly snow removal in Mill Creek, Stone Creek,Thornhill, and West Road Park Subdivisions (D3S3B).	1		306.16	306.16

Total

Payments/Credits

Balance Due

2025-310

Date 1/16/2025

Invoice #

Due Date **2/16/2025**

1356

Lewis Excavation & Snow Removal LLC

4725 Lynhurst Road
Springfield, IL 62711
(217)414-7569
Lewisexcavation@comcast.net

City of Springfield/Office of Public Work
C/O David Whitworth, PE
Construction Engineer
300 S. Seventh St. Rm 203
Springfield IL 62701-1681

Project	1/5/25 8.0" snow

Serviced	Description	Hours / Qty.	U/M	Rate	Amount
1/6/2025	Vehicle 5. Kubota L6060 Tractor hourly rate for snow removal in Mill Creek, Stone Creek,Thornhill, and West Road Park Subdivisions (D3S3B).	1		353.42	353.42
1/6/2025	Vehicle 7. Caterpillar 262D3 skid loader straight time hourly rate for snow removal in Mill Creek, Stone Creek,Thornhill, and West Road Park Subdivisions (D3S3B).	1		353.42	353.42
1/6/2025	Vehicle 8. Straight Time rate for hourly snow removal in Mill Creek, Stone Creek,Thornhill, and West Road Park Subdivisions (D3S3B).	1		306.16	306.16
1/6/2025	Vehicle 10. Straight time rate for hourly snow removal in in Mill Creek, Stone Creek,Thornhill, and West Road Park Subdivisions (D3S3B).	1		306.16	306.16
1/6/2025	Vehicle 1. Straight time rate for hourly snow removal in Oak Park Subdivision (D3S2B).	2		306.16	612.32
1/6/2025	Vehicle 2. Caterpillar track loader straight time rate for hourly snow removal in Oak Park Subdivision (D3S2B).	2		353.42	706.84
1/6/2025	Vehicle 3. Bobcat skidsteer straight time hourly rate for snow removal in Oak Park Subdivision (D3S2B).	2		353.42	706.84

Total

Payments/Credits

Balance Due

2025-310

Date 1/16/2025

Invoice #

Due Date **2/16/2025**

1356

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4725 Lynhurst Road
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City of Springfield/Office of Public Work
C/O David Whitworth, PE
Construction Engineer
300 S. Seventh St. Rm 203
Springfield IL 62701-1681

Project	1/5/25 8.0" snow

Serviced	Description	Hours / Qty.	U/M	Rate	Amount
1/6/2025	Vehicle 4. Straight time rate for hourly snow removal in Oak Park Subdivision (D3S2B).	2		306.16	612.32
1/6/2025	Vehicle 5. Kubota L6060 Tractor hourly rate for snow removal in Oak Park Subdivision (D3S2B).	4		353.42	1,413.68
1/6/2025	Vehicle 7. Caterpillar 262D3 skid loader straight time rate for hourly snow removal in Oak Park Subdivision (D3S2B).	2		353.42	706.84
1/6/2025	Vehicle 8. Straight time rate for hourly snow removal in Oak Park Subdivision (D3S2B).	2		306.16	612.32
1/6/2025	Vehicle 10. Straight time rate for hourly snow removal in Oak Park Subdivision (D3S2B).	2		306.16	612.32
1/6/2025	Vehicle 1. Time and a half rate for hourly snow removal in Oak Park Subdivision (D3S2B).	2		459.24	918.48
1/6/2025	Vehicle 2. Caterpillar track loader time and a half rate for hourly snow removal in Oak Park Subdivision (D3S2B).	2		530.13	1,060.26
1/6/2025	Vehicle 3. Bobcat skidsteer time and a half rate for hourly snow removal in Oak Park Subdivision (D3S2B).	2		530.13	1,060.26
1/6/2025	Vehicle 4. Time and a half rate for hourly snow removal in Oak Park Subdivision (D3S2B).	2		459.24	918.48

Total

Payments/Credits

Balance Due

2025-310

Date 1/16/2025

Invoice #

Due Date **2/16/2025**

1356

Lewis Excavation & Snow Removal LLC
4725 Lynhurst Road
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City of Springfield/Office of Public Work
C/O David Whitworth, PE
Construction Engineer
300 S. Seventh St. Rm 203
Springfield IL 62701-1681

Project	1/5/25 8.0" snow

Serviced	Description	Hours / Qty.	U/M	Rate	Amount
1/6/2025	Vehicle 7. Caterpillar 262D3 skid loader time and a half rate for hourly snow removal in Oak Park Subdivision (D3S2B).	2		530.13	1,060.26
1/6/2025	Vehicle 8. Time and a half rate for hourly snow removal in Oak Park Subdivision (D3S2B).	2		459.24	918.48
1/6/2025	Vehicle 10. Time and a half rate for hourly snow removal in Oak Park Subdivision (D3S2B).	2		459.24	918.48
1/6/2025	Vehicle 1. Time + Half rate for hourly snow removal in Cobblestone, Happy Landing, and Ginger Creek Subdivision (D3S4B).	3.5		459.24	1,607.34
1/6/2025	Vehicle 2. Caterpillar track loader time and a half hourly rate for snow removal in Cobblestone, Happy Landing, and Ginger Creek Subdivision (D3S4B).	3.5		530.13	1,855.46
1/6/2025	Vehicle 3. Bobcat skidsteer Time + Half hourly rate for snow removal in Cobblestone, Happy Landing, and Ginger Creek Subdivision (D3S4B).	3.5		530.13	1,855.46
1/6/2025	Vehicle 4. Time + Half rate for hourly snow removal in Cobblestone, Happy Landing, and Ginger Creek Subdivision (D3S4B).	3.5		459.24	1,607.34
1/6/2025	Vehicle 5. Kubota L6060 Tractor Straight time rate for hourly snow removal in Cobblestone, Happy Landing, and Ginger Creek Subdivision (D3S4B).353.42	2		353.42	706.84

Total

Payments/Credits

Balance Due

2025-310

Date 1/16/2025

Invoice #

Due Date **2/16/2025**

1356

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City of Springfield/Office of Public Work
C/O David Whitworth, PE
Construction Engineer
300 S. Seventh St. Rm 203
Springfield IL 62701-1681

Project	1/5/25 8.0" snow

Serviced	Description	Hours / Qty.	U/M	Rate	Amount
1/6/2025	Vehicle 5. Kubota L6060 Tractor Time + Half rate for hourly snow removal in Cobblestone, Happy Landing, and Ginger Creek Subdivision (D3S4B).	1.5		530.13	795.20
1/6/2025	Vehicle 7. Caterpillar 262D3 skid loader time and a half rate for hourly snow removal in Cobblestone, Happy Landing, Ginger Creek Subdivision (D3S4B).	3.5		530.13	1,855.46

Please make checks payable to Lewis Excavation & Snow Removal LLC

We appreciate your business!

We thank you for your prompt payment. Please include your invoice number with your payment.

A finance fee of 3.00%/month will be assessed for invoices with outstanding balances of 30 days or longer. After 90 days, outstanding invoices will be turned over to collections. If turned over to collections, an additional fee of 33.33% will be assessed to your balance due.

Total	$49,315.44
Payments/Credits	$0.00
Balance Due	**$49,315.44**

2025-310

☐ CONTRACTS BETWEEN $5,000 AND $15,000

☑ CONTRACTS $50,000 AND UNDER

☐ PROFESSIONAL SERVICE CONTRACTS $25,000 AND UNDER

☐ CONTRACT MODIFICATION WITHIN 10%

☐ FUNDING APPROVAL FOR MULTI YEAR CONTRACT

ORIGINATOR: David Whitworth	**DATE:** 11/27/2024
OFFICE REQUESTING: Public Works	**CONTACT PERSON:** David Whitworth
TYPE OF CONTRACT: Renewal	**PHONE NUMBER:** 217-789-2255 x5227
CONTRACT INDEX # : RFP PW24-22	**FISCAL IMPACT:** $49,999

DESCRIPTION / JUSTIFICATION:

Provide the City with supplemental snow removal services extended through 4/15/2025.

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

Contracts

CONTRACTOR / VENDOR NAME: Lewis Excavating & Snow Removal LLC		**VENDOR NO:** VC*5103
CONTRACT TERM: through 4/15/2025		**CHANGE IN SCOPE:** ☐ YES NO ✓
CONTRACT AMOUNT:$ $49,999	**CHANGE ORDER # :**	**ADDITIONAL AMOUNT:** ☐
METHOD OF PURCHASE		
☐ LOW BID	☐ SOLE SOURCE	**PREVIOUS ORDINANCE #'s**
☐ ONLY BID	☐ PROFESSIONAL SERVICE	**ISD APPROVAL (IF REQUIRED)** ☐YES ☑ NO
☐ GRANT FUNDED	☐ JOINT PURCHASING	**PURCHASING AGENT APPROVAL** REQUIRED ☑YES ☐ NO
☐ OTHER	☑ REQUEST FOR PROPOSAL	

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

EXPENDITURE					
FUND	AGENCY	ORG	ACTIVITY	OBJECT	AMOUNT
001	110	WORK	GARA	1232	$49,999

COMMODITY CODE:

DEPARTMENT DIRECTOR: ⇨ DATE 27 NOV 24

FUNDS CHECKED BY: ⇨ DATE 12/02/2024

CITY PURCHASING AGENT: ⇨ DATE 12/2/2024

OBM DIRECTOR: ⇨ DATE 12/2/24

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

2025-310

Whitworth, David

Subject: FW: RFP PW24-22 - Supplemental Snow Removal

From: Bill Lewis <Lewisexcavation@comcast.net>
Sent: Sunday, November 24, 2024 11:06 PM
To: Whitworth, David <David.Whitworth@springfield.il.us>
Subject: Re: RFP PW24-22 - Supplemental Snow Removal

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

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

David

I am interested in renewing the snow contract. Current straight time rates for this year are: Trucks at $306.16 per hr.
Foreman truck is $312.19 per hr.
Track loaders/Skid steers and tractors are $353.42 per hr.

And I would keep the same routes.

D3S3B Mill Creek, Stone Creek, Thornhill, & West Road Park.

D3S5B Kreston Place, Pine Creek, & West Koke Mill

And do any adjacent routes that are not completed once done with allocated routes.

Thanks,
Bill Lewis
Lewis Excavation & Snow Removal LLC

> **From:** Whitworth, David
> **Sent:** Tuesday, October 29, 2024 3:04 PM
> **To:** Whitworth, David <David.Whitworth@springfield.il.us>
> **Subject:** RFP PW24-22 - Supplemental Snow Removal
>
> Are you interested in renewing RFP PW24-22 - Supplemental Snow Removal for the winter of 2024-2025? If so, please forward your current rates
>
> Thanks,
>
> David Whitworth, PE
> Public Works - Engineering
> City of Springfield
> Rm 203, Municipal Center West
> Springfield, IL 62701
> 217-789-2255 x5227

2025-310

EQUIPMENT LIST AND RATE SCHEDULE

VEHICLE NUMBER	VEHICLE TYPE	YEAR	MAKE	MODEL	LICENSE NUMBER	STRAIGHT TIME RATE (INCLUDING DRIVER OR OPERATOR)
1	F550 DUMP	2019	FORD	F-550	176913 H	$312.19
2	CATERPILLAR	2018	CAT	259D	N/A	$353.42
3	TRACK LOADER	2019	BOBCAT	T-870	N/A	$353.42
4	F-550 DUMP	2015	FORD	F-550	150023 H	$306.16
5	TRACTOR	2018	KUBOTA	L6060	N/A	$353.42
6	TRACK LOADER	2019	CAT	259D3	N/A	$353.42
7						
8	F-350 9' PLOW	2007	FORD	F-350	850968	$306.16
9	F-350 11' PLOW	2020	FORD	F-350	135334 C	$306.16
10	F-350 11' PLOW	2019	FORD	F-350	1 BANDY	$306.16
11						
12						
13						
14						
15						
16						

ADDITIONAL ITEMS TO BE CONSIDERED (IF ANY):

2025-310

PROPOSAL PAGE

(Only enter time estimate for routes for which you wish to be considered)

Route	General Area Description	Estimated Lane Miles	Cul-de-Sacs	ESTIMATED TIME FOR TYPICAL PLOWING (HOURS) (4"-8" SNOWFALL)	PROPOSED EQUIPMENT (FROM EQUIPMENT LIST)	PROPOSAL COST (ASSUME STRAIGHT TIME) (FOR ONE 4"-8" CLEARING)
Example	*Subdivision Name*	5.5	5	*3.0 hours*	*1, 3*	*Hours X Hourly Cost for each piece of equipment and personnel*
D3S1B	Centennial Park, Deerfield	15.7	28			
D3S2B	Oak Park, Woodstock	9.6	8			
D3S3B	Mill Creek, Stone Creek, Thornhill, West Road Park	13.6	19	6 HRS	1,2,3,4,5,8,9,10	$15202.47
D3S4B	Cobblestone, Ginger Creek, Happy Landing, Scarborough Place	20.7	11			
D3S5B	Kreston Place, Pine Creek, West Koke Mill	8.1	10	4 HRS	1,2,3,4,5,8,9,10	$10134.98
D3S6B	Koke Mill East	13.9	29			
D4S1A	Piper Glen	10.3	23			
D4S2A	Savannah Pointe, The Reserve	5.6	13			
D4S3A	Bogey Hills, Panther Creek West	7.5	2			
D4S4A	Panther Creek	10.8	30			
D6S2A	Grant's Ridge, Meadowbrook West, Salem Estates, Salem Estates West	9.9	23			
D6S3A	Buckley Ridge, Olde Bradfordton Place, Spring Crest	9.6	19			
D6S4A	Fallingbrook, Forest Green	4.6	9			
D6S1B	Monroe Park West	5.8	17			

2025-310

EXPERIENCE

Please list your previous experience in snow plowing, including that of your proposed staff.

1991-1993 COMMERCIAL PLOWING (WALGREEN, ST JOHNS HOSPITAL ETC)

1999-2012 STARTED LAWN CARE + SNOW REMOVAL BUSINESS
LEWIS LAWN CARE + SNOW REMOVAL
COMMERCIAL + RESIDENTIAL PLOWING

2012-PRESENT RE-CONFIGURED BUSINESS TO
LEWIS EXCAVATION + SNOW REMOVAL LLC

1999-2015 SUBCONTRACTED TO VENDOR OF ST JOHNS HOSPITAL
PLOWING + HAULING SNOW

2015-PRESENT VENDOR TO CITY OF SPRINGFIELD
HAVE PLOWED SEVERAL SUBDIVISIONS + ROUTES
DS51B, DS52B, DS56B, DH52A, DH53A, DH54A
D652A, D653A

CONTACT INFORMATION

For this contract, please list the names and cell phone numbers of your primary and secondary contacts.

BILL LEWIS 217 414 7569 PRIMARY
JILL LEWIS 217 414 7568 SECONDARY
TIM MILLER 217 306 3616 SECONDARY SUPPORT

2025-310

ORDINANCE FACT SHEET

REQUEST FORM NO:
DATE OF 1ST READING: 08/06/2025

OFFICE REQUESTING: Public Works **CONTACT PERSON:** Matt Gairani
PHONE NUMBER:

EMERGENCY PASSAGE: No [x] Yes [ ] If yes, explain justification.

TYPE OF ORDINANCE: Professional Service **FISCAL IMPACT:** $71,347.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING AN INCREASE OF CONTRACT RFP PW24-22 WITH LEWIS EXCAVATION & SNOW REMOVAL LLC.TO PROVIDE SUPPLEMENTAL SNOW REMOVAL SERVICES IN AN AMOUNT NOT TO EXCEED $71,347.00 FOR THE OFFICE OF PUBLIC WORKS

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)
Approved OBM Fact Sheet with Vendor Invoice

CONTRACTOR / VENDOR NAME: Lewis Excavation & Snow Removal LLC **VENDOR NO:** VC-5301
CONTRACT TERM: 11/27/24-4/15/25 **CONTRACT #** **Change in Scope** Yes [ ] No [ ]

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

Method of Purchase (check one) **Previous Ord #s**

[ ] Low Bid [x] Other: Professional Service **Is Purchasing Agent approval required?** No [ ] Yes [x]
[ ] Low Bid Meeting Specs [ ] Exception: **Is Purchasing Agent approval attached?** No [ ] Yes [x]
[ ] Low Evaluated Bid **Code Provision:**

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	110	WORK	GARA	1232	$71,347.00
2						
4						

FUNDS CHECK BY: Kristin Winpatter **Date:** 7/31/25
DIRECTOR / SUPERVISOR SIGNATURE **Date:** 31 Jul 25
CITY PURCHASING AGENT: **Date:** 7/31/2025

COMMENTS
An ordinance authorizing an increase in contract authority with Lewis Excavation for snow removal services..

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

2025-310

AN ORDINANCE AUTHORIZING SUPPLEMENTAL RELOCATION EXPENSES FOR THE BUSINESSES OCCUPYING PARCEL SR0075, IN THE AMOUNT OF $31,255.39, LOCATED AT 1020 NORTH 10TH STREET, FOR USABLE SEGMENT 6B OF THE SPRINGFIELD RAIL IMPROVEMENT PROJECT, FOR THE OFFICE OF PUBLIC WORKS

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

WHEREAS, Benjamin Kruger and Margaret Kruger, own the property located on parcel SR0075, 1020 North 10th Street; and

WHEREAS, it is necessary to authorize a supplemental relocation in the amount of $31,255.39 for relocation expenses in compliance with the federal Uniform Relocation Act; and

WHEREAS, the relocation of parcel SR0075, 1020 North 10th Street, is for public purposes, specifically associated with the Springfield Rail Improvement Project Usable Segment 6B.

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

Section 1: That the City Council hereby approves the supplemental relocation expenses for the businesses occupying parcel SR0075, 1020 North 10th Street, in the amount of $31,255.39 in compliance with the federal Uniform Relocation Act for public purposes specifically associated with the Springfield Rail Improvement 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 for an amount not to exceed $31,255.39 to Hanson Professional Services Inc. for the businesses occupying parcel SR0075, 1020 North 10th 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

RECORDED: _____, 2025

ATTEST: _____
City Clerk Charles L. Redpath Sr.

SIGNED: _____, 2025

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

_____ 8-1-25
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

Parcel SR0075 – Benjamin Kruger and Margaret Kruger
Supplemental Relocation Estimate

Relocatee	Expense	Provider	Amount	Explanation
Beaver Creek Woodworks, Inc.				
Unit 2	Moving	O'Shea Builders	$33.382.00	Pursuant to Uniform Act
		Total	**$33,382.00**	

Amount previously allocated to Hanson for disbursement:	$558,500.00
Amount previously disbursed by Hanson:	$556,373.39
Remaining funds:	$2,126.61
Total Needed:	**$31,355.39**

Transaction Summary
for
Supporting Ordinance Documentation / Acquisition
(1020 N. 10th Street – Kruger)

Who we purchased the property from?

Benjamin Kruger and Margaret Kruger

Who purchased the property?

The City of Springfield.

Reason for acquisition:

Springfield Rail Improvement Project Usable Segment 6B.

What was acquired?

1.547 acres of land in fee.

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

Fee simple.

Source of funding:

City of Springfield

Appraisal amount:

$371,000.00

Purchase price:

$375,000.00 Previously requested by separate ordinance (437-11-21).

Closing Costs:

$3,000.00. Previously requested by separate ordinance (437-11-21).

Reason for purchase amount if above appraised value:

Provided with separate ordinance (437-11-21).

Supplemental relocation amount with estimate breakdown:

$31,255.39 See supplemental relocation estimate.

2021-427

AN ORDINANCE AUTHORIZING RELOCATION EXPENSES FOR THE BUSINESSES OCCUPYING PARCEL SR0075, IN THE AMOUNT OF $288,000.00, LOCATED AT 1020 NORTH 10TH STREET, RELATING TO USABLE SEGMENT 6 OF THE SPRINGFIELD RAIL IMPROVEMENT PROJECT, FOR THE OFFICE OF PUBLIC WORKS

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

WHEREAS, Benjamin Kruger and Margaret Kruger, own the property located on parcel SR0075, 1020 North 10th Street, in Sangamon County; and

WHEREAS, it is necessary to authorize $288,000.00 for relocation expenses in compliance with the federal Uniform Relocation Act; and

WHEREAS, the relocation of parcel SR0075, 1020 North 10th Street, is for public purposes, specifically associated with the Springfield Rail Improvement Project Usable Segment 6.

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 businesses occupying parcel SR0075, 1020 North 10th Street, in the amount of $288,000.00 in compliance with the federal Uniform Relocation Act for public purposes specifically associated with of the Springfield Rail Improvement 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 for an amount not to exceed $288,000.00 to Hanson Professional Services Inc. for the businesses occupying parcel SR0075, 1020 North 10th 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: November 2, 2021

RECORDED: November 5, 2021

ATTEST: _____
City Clerk Frank J. Lesko

SIGNED: November 5, 2021

_____
Mayor James O. Langfelder

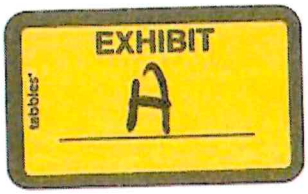
Approved as to legal sufficiency:

_____ /
Office of Corporation Counsel / Date

Requested by: Mayor James O. Langfelder

Parcel SR0075 – Benjamin Kruger and Margaret Kruger, Relocation (estimate)

Relocatee	Expense	Provider	Amount	Explanation
Benjamin Kruger and Margaret Kruger				
Unit 1	Moving	Self-move (TBD) Owner	$5,000	Pursuant to Uniform Act
		Sub Total	**$5,000.00**	
Beaver Creek Woodworks, Inc.				
Unit 2	Re-establishment expense	Tenant	$25,000	Pursuant to Uniform Act (commercial tenant)
Unit 2	Searching	Tenant	$2,500	Pursuant to Uniform Act
Unit 2	Moving	(TBD) Tenant	$175,000	Pursuant to Uniform Act
Unit 2	Dumpsters	Self-move Tenant	$2,000	Pursuant to Uniform Act
		Sub Total	**$204,500.00**	
Mushroom Farmacy				
Unit 3	Re-establishment expense	Tenant	$25,000	Pursuant to Uniform Act (commercial tenant)
Unit 3	Searching	Tenant	$2,500	Pursuant to Uniform Act
Unit 3	Moving	Self-move (TBD) Tenant	$50,000	Pursuant to Uniform Act
Unit 3	Dumpsters	Self-move Tenant	$1,000	Pursuant to Uniform Act
		Sub Total	**$78,500.00**	
		Total	**$288,000.00**	



438-11-91

ORDINANCE FACT SHEET

REQUEST FORM NO: 21-68
DATE OF 1ST READING: 10/19/2021

OFFICE REQUESTING: Public Works
CONTACT PERSON: Nathan Bottom
PHONE NUMBER: 785-2255

EMERGENCY PASSAGE: No [X] Yes [ ] If yes, explain justification.

TYPE OF ORDINANCE: Real Estate **FISCAL IMPACT:** $ 288,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING RELOCATION EXPENSES FOR THE RELOCATION OF THE BUSINESSES OCCUPYING PARCEL SR0075, IN AMOUNT NOT TO EXCEED $288,000.00 FOR USABLE SEGMENT 6 OF THE SPRINGFIELD RAIL IMPROVEMENT PROJECT.

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

transaction summary

relocation costs estimate

CONTRACTOR / VENDOR NAME: Hanson Professional Services Inc. **VENDOR NO:** 0HAN1501

CONTRACT TERM: completion **CONTRACT #** _____ **Change in Scope** Yes [ ] No [X]

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

Method of Purchase (check one) **Previous Ord #s** _____

[ ] Low Bid [ ] Other: _____ **Is Purchasing Agent approval required?** No [ ] Yes [X]

[ ] Low Bid Meeting Specs [ ] Exception: _____ **Is Purchasing Agent approval attached?** No [ ] Yes [X]

[ ] 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	$ 288,000.00
2						
3						
4						

FUNDS CHECK BY: [signature] **Date:** 10/11/21

DIRECTOR / SUPERVISOR SIGNATURE [signature] **Date:** 10/8/21

CITY PURCHASING AGENT: [signature] **Date:** 10/11/21

COMMENTS

This ordinance is for relocation expenses of business assets located at 1020 North 10th 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: [signature] (Mayor's Signature) [signature] (Director of OBM)

316-07-22

2022-300

AN ORDINANCE AUTHORIZING ADDITIONAL RELOCATION EXPENSES FOR THE BUSINESSES OCCUPYING PARCEL SR0075, IN THE AMOUNT OF $270,500.00, LOCATED AT 1020 NORTH 10TH STREET, RELATING TO USABLE SEGMENT 6 OF THE SPRINGFIELD RAIL IMPROVEMENT PROJECT, FOR THE OFFICE OF PUBLIC WORKS

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

WHEREAS, Benjamin Kruger and Margaret Kruger, own the property located on parcel SR0075, 1020 North 10th Street, in Sangamon County; and

WHEREAS, the City Council previously adopted ordinance no. 438-11-21 authorizing relocation expenses for the businesses occupying parcel SR0075, in the amount of 288,000.00, located at 1020 North Tenth Street, relating to Usable Segment 6 of the Springfield Rail Improvement Project; and

WHEREAS, it is necessary to authorize an additional $270,500.00 for relocation expenses in compliance with the federal Uniform Relocation Act; and

WHEREAS, the relocation of parcel SR0075, 1020 North 10th Street, is for public purposes, specifically associated with the Springfield Rail Improvement Project Usable Segment 6.

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

Section 1: That the City Council hereby approves additional relocation expenses for the businesses occupying parcel SR0075, 1020 North 10th Street, in the amount of $270,500.00 in compliance with the federal Uniform Relocation Act for public purposes specifically associated with of the Springfield Rail Improvement 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 for an amount not to exceed $270,500.00 for a total amount not to exceed $558,500.00 to Hanson Professional Services Inc. for the businesses occupying parcel SR0075, 1020 North 10th 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: July 19, 2022

RECORDED: July 22, 2022

ATTEST: _____
City Clerk Frank J. Lesko

SIGNED: July 22, 2022

_____
Mayor James O. Langfelder

Approved as to legal sufficiency:

_____
Office of Corporation Counsel

Requested by: Mayor James O. Langfelder

S:\WPDOCS\ORDINANC\REALEST\PURCHASE\1020 N. 10th St. addt'l relocation expenses.doc Tracking No. 17115

316-07-22

Parcel SR0075 – Benjamin Kruger and Margaret Kruger, Relocation (estimate)

Relocatee	Expense	Provider	Amount	Explanation
Benjamin Kruger and Margaret Kruger				
Unit 1	Moving	Self-move (TBD) Owner	$5,000	Pursuant to Uniform Act
		Sub Total	**$5,000.00**	
Beaver Creek Woodworks, Inc.				
Unit 2	Re-establishment expense	Tenant	$25,000	Pursuant to Uniform Act (commercial tenant)
Unit 2	Searching	Tenant	$2,500	Pursuant to Uniform Act
Unit 2	Moving	(TBD) Tenant	$445,500	Pursuant to Uniform Act
Unit 2	Dumpsters	Self-move Tenant	$2,000	Pursuant to Uniform Act
		Sub Total	**$475,000.00**	
Mushroom Farmacy				
Unit 3	Re-establishment expense	Tenant	$25,000	Pursuant to Uniform Act (commercial tenant)
Unit 3	Searching	Tenant	$2,500	Pursuant to Uniform Act
Unit 3	Moving	Self-move (TBD) Tenant	$50,000	Pursuant to Uniform Act
Unit 3	Dumpsters	Self-move Tenant	$1,000	Pursuant to Uniform Act
		Sub Total	**$78,500.00**	
		Total	**$558,500.00**	
	Previously Approved Amount		$288,000.00	
	Total Needed		**$270,500.00**	

EXHIBIT
A

2022-300

216-07-22

ORDINANCE FACT SHEET

REQUEST FORM NO: 22-61
DATE OF 1ST READING: 7/5/22

OFFICE REQUESTING: Public Works
CONTACT PERSON: Nathan Bottom
PHONE NUMBER: 785-2255

EMERGENCY PASSAGE: No [X] Yes [ ] If yes, explain justification.

TYPE OF ORDINANCE: Real Estate
FISCAL IMPACT: $ 270,500.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING RELOCATION EXPENSES FOR THE RELOCATION OF THE BUSINESSES OCCUPYING PARCEL SR0075, IN AMOUNT NOT TO EXCEED $270,500.00 FOR USABLE SEGMENT 6 OF THE SPRINGFIELD RAIL IMPROVEMENT PROJECT.

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

transaction summary

relocation costs estimate

CONTRACTOR / VENDOR NAME: Hanson Professional Services Inc.
VENDOR NO: 0HAN1501

CONTRACT TERM: completion
CONTRACT #
Change in Scope Yes [ ] No [X]

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

Method of Purchase (check one)
Previous Ord #s

[ ] Low Bid
[ ] Low Bid Meeting Specs
[ ] Low Evaluated Bid
[ ] Other:
[ ] Exception:
Code Provision:

Is Purchasing Agent approval required? No [ ] Yes [X]
Is Purchasing Agent approval attached? No [ ] Yes [X]

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	$ 270,500.00
2						
3						
4						

FUNDS CHECK BY: Date: 6/27/22
DIRECTOR / SUPERVISOR SIGNATURE: Nathan Bottom Date: 6/24/22
CITY PURCHASING AGENT: Date: 6/27/22

COMMENTS

This ordinance is for relocation expenses of business assets located at 1020 North 10th 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) 6/30/22

2022-300

ORDINANCE FACT SHEET

REQUEST FORM NO: 25-38
DATE OF 1ST READING: 08/6/2025

OFFICE REQUESTING: Public Works
CONTACT PERSON: Nathan Bottom
PHONE NUMBER: 785-2255

EMERGENCY PASSAGE: No [X] Yes [ ] If yes, explain justification.

TYPE OF ORDINANCE: Real Estate
FISCAL IMPACT: $ 31,255.39

(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 OCCUPYING PARCEL SR0075, IN AMOUNT NOT TO EXCEED $31,255.39 FOR USABLE SEGMENT 6B OF THE SPRINGFIELD RAIL IMPROVEMENT PROJECT.

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

transaction summary
relocation costs estimate
invoice
quote

CONTRACTOR / VENDOR NAME: Hanson Professional Services Inc.
VENDOR NO: 0HAN1501

CONTRACT TERM: completion
CONTRACT #
Change in Scope Yes [ ] No [X]

CONTRACT AMOUNT:

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

Method of Purchase (check one)
Previous Ord #s

[ ] Low Bid
[ ] Low Bid Meeting Specs
[ ] Low Evaluated Bid
[ ] Other:
[ ] Exception:
Code Provision:

Is Purchasing Agent approval required? No [ ] Yes [X]
Is Purchasing Agent approval attached? No [ ] Yes [X]

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	$ 31,255.39
2						
3						
4						

FUNDS CHECK BY: Date: 7/9/25
DIRECTOR / SUPERVISOR SIGNATURE Date: 9 July 25
CITY PURCHASING AGENT: Date: 7-9-25

COMMENTS

This ordinance is for supplemental relocation expenses for a business previously located at 1020 North 10th Street. The relocation expenses are 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) GEM

(Director of OBM)

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF SPRINGFIELD AND THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF INTERSECTION IMPROVEMENTS ON CARPENTER STREET AT FIFTH STREET AND SIXTH STREET (MFT SECTION # 22-00496-00-SP) IN AN AMOUNT NOT TO EXCEED $633,809.00 FOR THE OFFICE OF PUBLIC WORKS

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

WHEREAS, it is in the best interest of the City to enter into an agreement with the State of Illinois, Department of Transportation, for the use of Highway Safety Improvements Program funds for the Carpenter Street intersection improvements at Fifth and Sixth Streets in the amount of $633,809.00 for the Office of Public Works; and

WHEREAS, The City of Springfield has cost sharing responsibilities for approximately 10% of the project; and

WHEREAS, the agreement sets forth jurisdictional responsibilities following the completion of the project and the City's participation in the project; and

WHEREAS, a copy of this agreement shall be located in the Office of the City Clerk.

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

Section 1: That the City Council of the City of Springfield, Illinois, hereby approves and authorizes the execution of an agreement between the City of Springfield and the State of Illinois for the use of Highway Safety Improvements Program funds for the Carpenter Street intersection improvements at Fifth and Sixth Streets (MFT Section # 22-00496-00-SP) in the amount of $633,809.00 for the Office of Public Works

Section 2: That the Mayor and the City Clerk are hereby authorized to execute said agreement; and any other documents to effectuate the agreement.

Section 3: That the Director of the Office of Budget and Management is hereby authorized to make payment to the Illinois Department of Transportation in an amount not to exceed $633,809.00 from account number 041-110-GAST-STRS-2307 in accordance with the terms of the agreement.

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

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

RECORDED: _____, 2025

_____
Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

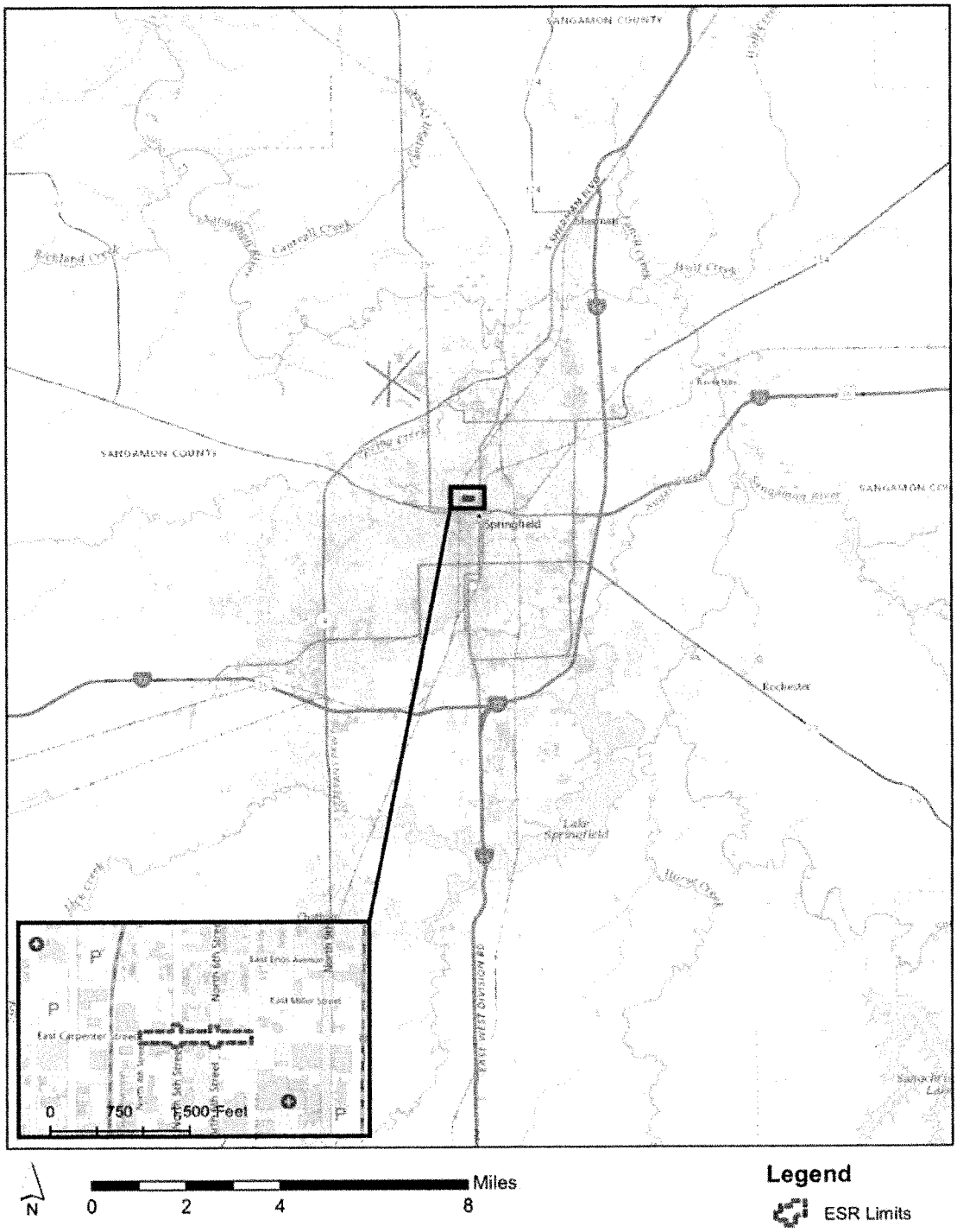
7-30-25
_____
Office of Corporation Counsel /Date

Requested by: Misty Buscher

S:\WPDOCS\ORDINANC\AGREEMNT\OTHER\IDOT - Carpenter Street at Fifth & Sixth St - MFT 22-00496-00-SP.docx F.R. 08.06.25 ~ NF

2025-312

Sec. 22-00496-00-SP
C-96-020-26
City of Springfield
East Carpenter, N 4th to N 7th



Location Map

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Local Public Agency	Section Number	State Job Number	Project Number
City of Springfield	22-00496-00-SP	C9602026	L5J7(901)

SCHEDULE NUMBER 4
Attestation on Single Audit Compliance

1. In the prior fiscal year, did City of Springfield (LPA) expend more than $750,000 in federal funds in aggregate from all federal sources?

   ☒ Yes ☐ No

2. Does the City of Springfield (LPA) anticipate expending more than $750,000 in federal funds in aggregate from all federal sources in the current City of Springfield (LPA) fiscal year?

   ☒ Yes ☐ No

If answers to question 1 and 2 are no, please proceed to the signature section.
If answer to question 1 is yes, please answer question 3a.
If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if $750,000 or more in federal funds are expended in a single fiscal year.

   a. Has the City of Springfield (LPA) performed a single audit for their previous fiscal year?

   ☒ Yes ☐ No

   i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (*see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80)*?

   ☒ Yes ☐ No

   b. For the current fiscal year, does the City of Springfield (LPA) intend to comply with Subpart F of 2 CFR 200?

   ☒ Yes ☐ No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name	Title	LPA
RAMONA METZGER	Director OBM	City of Springfield

Signature & Date

Ramona Metzger 5/13/2025

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Illinois Department of Transportation

Joint Funding Agreement for Federally Funded Construction

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
City of Springfield	Sangamon	22-00496-00-SP

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
HSIP	202401016	SATS	02-2026-05

Construction

State Job Number	Project Number
C-96-020-26	L5J7(901)

☐ Local Let/Day Labor ☒ Construction on State Letting ☐ Construction Engineering ☐ Utilities ☐ Railroad Work

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	Stationing To
Carpenter ST	FAU 7975	0.01 MI	00.84	00.85

Location Termini: At 6th ST

Current Jurisdiction: City of Springfield

Existing Structure Number(s):

Remove

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	Stationing To
Carpenter ST	FAU 7975	0.01 MI	00.77	00.78

Location Termini: At 5th ST

Current Jurisdiction: City of Springfield

Existing Structure Number(s):

Remove

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	Stationing To

Location Termini:

Current Jurisdiction:

Existing Structure Number(s):

Remove

PROJECT DESCRIPTION

This project involves work along East Carpenter, N 5th and 6th Streets in Springfield. Proposed work consists of traffic control; combined storm and sanitary drainage systems; saw-cutting and removal of existing curbs and narrow sections of existing, outer pavements; upgrading existing ADA ramps with new proposed sidewalk and ADA ramps; new bases and concrete base courses to widen for addition of a lane; curb & gutter; cold milling of existing pavement with new hot-mix asphalt base, binder, and surface courses; new traffic signals; new pavement markings; and all incidental and collateral work necessary to complete the project as shown on the plans. The total length of work will entail approximately 0.275 miles.

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Local Public Agency	Section Number	State Job Number	Project Number
City of Springfield	22-00496-00-SP	C9602026	L5J7(901)

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "**STATE**". The **STATE** and **LPA** jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "**FHWA**".

I. GENERAL

1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The **STATE** 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 the **LPA** by the **STATE** or the federal funding source, (ii) the Governor or **STATE** reserves funds, or (iii) the Governor or **STATE** determines that funds will not or may not be available for payment. The **STATE** shall provide notice, in writing, to **LPA** 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 Section will be effective upon the date of the written notice unless otherwise indicated.

1.2 Domestic Steel Requirement. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.

1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.

1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the **STATE**, the **STATE** must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the **STATE** determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the **STATE** may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the **STATE** without advance notice:

a. Pursuant to a funding failure as provided under Article 1.1.

b. If **LPA** fails to comply with the terms and conditions of this funding 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.

II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the LPA's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The **LPA** certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.

2.2 Compliance with Registration Requirements. **LPA** certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is **LPA**'s responsibility to remain current with these registrations and requirements.

2.3 Bribery. The **LPA** certifies to the best of it's knowledge that it's officials have 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 (30 ILCS 500/50-5).

2.4 Bid Rigging. **LPA** 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 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

2.5 Debt to State. **LPA** certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the **LPA**, or its affiliate(s), is/are delinquent in the payment of any debt to the **STATE**, unless the **LPA**, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and **STATE** acknowledges the **LPA** may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

2.6 Debarment. The **LPA** certifies to the best of its knowledge and belief that it's officials:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment 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 anti-trust statutes or

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commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

2.7 Construction of Fixed Works. The **LPA** certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, the **LPA** shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

2.8 Criminal Convictions. The **LPA** certifies that neither it nor any managerial agent of **LPA** 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. The **LPA** further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that **STATE** shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

2.9 Improper Influence. The **LPA** certifies that no funds have been paid or will be paid by or on behalf of the **LPA** to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly 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. 31 USC 1352. Additionally, the **LPA** certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

2.10 Telecom Prohibition. The **LPA** certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.

2.11 Personal Conflict of Interest - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The **LPA** certifies that it 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 **LPA** 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:

a. the employee, officer, board member, or agent;
b. any member of his or her immediate family;
c. his or her partner; or
d. 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 **LPA**'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 **STATE** 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 **LPA** relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the **LPA** from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2.12 Organizational Conflict of Interest - The **LPA** certifies that it 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 **LPA** or impair the objectivity in performing the contract work.

2.13 Accounting System. The **LPA** certifies that it has 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. To comply with 2 CFR 200.305(b)(7)(i), the **LPA** shall use reasonable efforts to ensure that funding streams are delineated within **LPA**'s accounting system. *See* 2 CFR 200.302.

III. AUDIT AND RECORD RETENTION

3.1 Single Audits: The **LPA** shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, **LPA** expends $750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), **LPA** must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the **STATE** (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA**'s fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.
Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Schedule 2) are not included in a **LPA**'s calculation of federal funds expended by the **LPA** for Single Audit purposes.

3.2 STATE Audits: The **STATE** may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auding Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The **LPA** agrees to implement any audit findings contained in the **STATE**'s authorized inspection or review, final audit, the **STATE**'s independent audit, or as a result of any duly authorized inspection or review.

3.3 Record Retention. The **LPA** shall maintain for three (3) years from the date of final project closeout by the **STATE**, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. adequate to comply with 2 CFR 200.334. 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.

3.4 Accessibility of Records. The **LPA** shall permit, and shall require its contractors and auditors to permit, the **STATE**, and any authorized agent of the **STATE**, 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 **LPA** with regard to the Project. The **LPA** in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized **STATE** representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the **STATE**'s Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the **STATE** (including auditors), by the state of Illinois or by federal statute. The **LPA** shall cooperate fully in any such audit or inquiry.

3.5 Failure to maintain the books and records. Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the terms of this contract.

IV. LPA FISCAL RESPONSIBILITIES

4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work

4.2 LPA Appropriation Requirement. By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.

4.3 Reimbursement Requests: For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

4.4 Financial Integrity Review and Evaluation (FIRE) program: **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

4.5 Final Invoice: The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice

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may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

4.6 Project Closeout: The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result In the immediate close-out of the project and loss of further funding.

4.7 Project End Date: The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under $1,000,000 or seven (7) years for projects over $1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

V. THE LPA AGREES

5.1 To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.

5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.

5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.

5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.

5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the **STATE** and the **FHWA.**

5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.

5.7 To regulate parking and traffic in accordance with the approved project report.

5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.

5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

5.10 For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **STATE** awarded contracts, this agreement shall be administered under the provisions of the **STATE**'S USDOT approved Disadvantaged Business Enterprise Program.

5.12 That execution of this agreement constitutes the **LPA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.

VI. THE STATE AGREES

6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA**'s certification of compliance with Title II and III Requirements.

6.2 To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.

6.3 To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Schedule 2.

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6.4 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:

a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

SCHEDULES

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

☒	1.	Division of Cost
☒	2.	Location Map
☒	3.	Risk Assessment
☒	4.	Attestations
☒	5.	Resolution*
☐		
☐		
☐		
☐		

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

Local Public Agency	Section Number	State Job Number	Project Number
City of Springfield	22-00496-00-SP	C9602026	L5J7(901)

AGREEMENT SIGNATURES EXECUTION

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Title of Official

Signature | Date

The above signature certifies the agency's TIN number is

376002037 conducting business as a Governmental Entity.

DUNS Number

UEI VBD7LLHA3MJ3

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation | Date

By:
George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets | Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer | Date

Michael Prater, Chief Counsel | Date

Vicki Wilson, Chief Fiscal Officer | Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

☒ Please check this box to open a fillable Resolution form within this form.

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2025-3112

SCHEDULE NUMBER 1

Local Public Agency	County	Section Number	State Job Number	Project Number
City of Springfield	Sangamon	22-00496-00-SP	C-96-020-26	L5J7(901)

DIVISION OF COST

	Federal Funds			State Funds			Local Public Agency			
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
Participating Construction	HSIP	$2,006,191.00	*				Local	$222,910.00	BAL	$2,229,101.00
Participating Construction							Local	$410,899.00		$410,899.00
	Total	$2,006,191.00		Total			Total	$633,809.00		$2,640,000.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

* 90% HSIP Funds NTE $2,006,191.00

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - **LPA's** Share Balance divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

2025-3-12

SCHEDULE NUMBER 3

Local Public Agency	Section Number	County	State Job Number	Project Number
City of Springfield	22-00496-00-SP	Sangamon		

LRS Federal Funds RISK ASSESSMENT

Risk Factor	Description	Definition of Scale (time frames are based on LPA fiscal year)	Points
General History of Performance	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/ or Elected Officials?	**0 points** - no significant changes in the last 4 or more years; **1 point** - minor changes, but majority of key staff and officials have not changed in the last 4 years; **2 points** - significant key staff or elected leadership changes within the last 3 years; **3 points** - significant key staff and elected leadership changes within the last 3 years	1
	What is the LPA's history with federal-aid funded transportation projects?	**0 points** - One or more federal-aid funded transportation projects initiated per year; **1 point** - At least one project initiated within the past three years; **2 points** - AT least one project initiated within the past 5 years; **3 points** - None or more than 5 years	0
	Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?	**0 points** - Full-time employee with experience designated as being in "responsible charge"; **1 point** - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; **2 points** - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; **3 points** - LPA staff have no prior experience or technical expertise and relying solely on consultant	0
	Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?	**0 points** - No; **1 point** - Delays of 6 or more months; **2 points** - Delays of up to 1 year; **3 points** - 1 year or more years of delay	0
Financial Controls	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?	**0 points** - yes; **3 points** - no	0
	What is the LPA's accounting system?	**0 points** - Automated accounting software; **1 point** - Spreadsheets; **2 points** - paper only; **3 points** - none	0
	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	**0 points** - yes; **3 points** - no	0
Audits	When was the last time a financial statement audit was conducted?	**0 points** - in the past year; **1 point** - in the past two years; **2 points** - in the past three years; **3 points** - 4 years or more, or never	0
	What type of financial statement audit has the organization had conducted?	**0 points** - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; **1 point** - Financial review?; **2 points** Other type? or no audit required; **3 points** - none	0
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?	**0 points** - no; **3 points** - yes, or no audits required	0
	Have the findings been resolved?	**0 points** - yes or no findings; **1 point** - in progress; **3 points** - no	0

Summary of Risk	
General History of Performance	1
Financial Controls	0
Audits	0
Total	1

District Review Signature & Date

Mark Bloome, PE — Digitally signed by Mark Bloome, PE Date: 2025.05.14 16:12:04 -05'00'

Central Office Review Signature & Date

Teresa Cline — Digitally signed by Teresa Cline Date: 2025.06.13 16:45:02 -05'00'

Additional Requirements? ☐ Yes ☒ No

Local Public Agency	Section Number	State Job Number	Project Number
City of Springfield	22-00496-00-SP	C9602026	L5J7(901)

SCHEDULE NUMBER 4
Attestation on Single Audit Compliance

1. In the prior fiscal year, did City of Springfield (LPA) expend more than $750,000 in federal funds in aggregate from all federal sources?

   ☒ Yes ☐ No

2. Does the City of Springfield (LPA) anticipate expending more than $750,000 in federal funds in aggregate from all federal sources in the current City of Springfield (LPA) fiscal year?

   ☒ Yes ☐ No

If answers to question 1 and 2 are no, please proceed to the signature section.
If answer to question 1 is yes, please answer question 3a.
If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if $750,000 or more in federal funds are expended in a single fiscal year.

   a. Has the City of Springfield (LPA) performed a single audit for their previous fiscal year?

   ☒ Yes ☐ No

   i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (*see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80)*?

   ☒ Yes ☐ No

   b. For the current fiscal year, does the City of Springfield (LPA) intend to comply with Subpart F of 2 CFR 200?

   ☒ Yes ☐ No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name	Title	LPA
RAMONA METZGER	Director OBM	City of Springfield

Signature & Date: Ramona Metzger 5/13/2025

2025-312

Local Public Agency	Section Number	State Job Number	Project Number
City of Springfield	22-00496-00-SP	C9602026	L5J7(901)

SCHEDULE NUMBER 5

Resolution No. 2025-

A Resolution for:

Section Number 22-00496-00-SP

State Job Number C-96-020-26

Project Number L5J7(901)

WHEREAS, the City of Springfield is proposing to improve Carpenter Street between 4th and 7th Streets, including new signals and turn lane at 5th and 6th Streets

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signee

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

WHEREAS, the improvement requires matching funds; and

NOW, THEREFORE, be it resolved by the City

Section 1: The City hereby appropriates $633,809.00 or as much as may be needed to match the required funding to complete the proposed improvement from MFT funds and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

Section 2: The Mayor is hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project.

Section 3: This resolution will become Attachment 3 of the AGREEMENT.

Section 4: The City Clerk of Springfield is directed to transmit 2 (two) copies of the AGREEMENT and Resolution to IDOT District _____ Bureau of Local Roads and Streets.

I, Charles L. Redpath, Sr. (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type)

of Springfield (Name of Local Public Agency) in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council (Governing Body Type) of Springfield (Name of Local Public Agency) at a meeting held on _____ (Date)

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ (Day) day of _____ (Month, Year) ..

(SEAL)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

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NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a local public agency (LPA) project involves Federal-Aid, with or without state funds and this standard form is sufficient to describe all details of the agreement. For more information refer to the Bureau of Local Roads and Streets (BLRS) Manual, Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual. When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Local Public Agency

Name of Local Public Agency	Insert the name of the LPA.
County	Insert the name of the county in which the LPA is located.
Section Number	Insert the section without dashes. The dashes are automatically inserted.
Fund Type	Insert the funding type(s) being used for this project (e.g. STU, STR, ITEP, etc.).
ITEP, SRTS, HSIP, Number	Insert the ITEP, SRTS, HSIP number assigned to this project.
MPO Name	From the drop-down choose the MPO in which the project is located. If the project is not located within an MPO, select N/A. Types to choose from are:

Bi-State	Bi-State Regional Commission
CMAP	Chicago Metropolitan Planning Organization
CUUATS	Champaign/Urbana Urban Area Transportation Study
DATS	Danville Area Transportation Study
DMATS	Dubuque
DSATS	DeKalb/Sycamore Area Transportation Study
DUATS	Decatur Urbanized Area Transportation Study
EWGCG	East-West Gateway Council of Governments
KATS	Kankakee Area Transportation Study
MCRPC	McLean County Regional Planning Commission
PPUATS	Peoria/Pekin Urban Area Transportation Study
RPC	Region 1 Planning Council
SATS	Springfield Area Transportation Study
SEMPO	South East Metropolitan Planning Organization
SIMPO	Southern Illinois Metropolitan Planning Organization
SLATS	State Line Area Transportation Study

MPO Tip Number	Insert MPO Tip Number assigned to this project, this is required for all projects located within the MPO planning boundaries if applicable. If not, insert "N/A"
Construction	
Job Number	Insert the job number assigned for the construction portion, the number will begin with a "C"
Project Number	Insert the project number assigned to the construction portion of this project.
Local Let/Day Labor	Check this box if the construction portion of this project will be local let or day labor.
Construction on State Letting	Check this box if the construction portion of this project will be on a state held letting.
Construction Engineering	Check this box if the construction portion of this project will involve construction engineering.
Utilities	Check this box if the construction portion of this project will involve utility work.
Railroad Work	Check this box if the construction portion of this project will involve railroad work.
Location	**Use the add location bu**
Local Street/Road Name	Insert the local street/road name.
Key Route	Insert the key route of the street/road listed above.
Length	Insert the length in miles as it pertains to the location listed above. For a structure insert 0.01.
Station	
From	Insert the beginning station of the project as it pertains to the key route for this location for this project
To	Insert the ending station of the project as it pertains to the key route for this location for this project.
Location Termini	Insert the beginning and ending termini as it pertains to this location for this project.
Existing Structure Number(s)	Insert the existing structure number(s) for this project.

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

Project Description

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

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Agreement Signatures Execution

Local Public Agency	The appropriate LPA official shall insert their name, sign, and date. Insert the LPA's TIN number, DUNS Number, and the UEI (note the UEI will be replacing the DUNS Number https://sam.gov/content/duns-uei).
Illinois Dept. of Transportation	The appropriate IDOT official shall sign and date here.

Schedules

Within the schedule table, check the box as applicable. Insert the item number of the schedule and a description of the item.

1. Location Map - Attach a location map to this agreement showing all locations being improved by this project.
2. Location Map - Attach a location map to this agreement showing all locations being improved by this project.
3. Division of Cost — See separate instructions for completing this page. (All Agreements)
4. Risk Assessment - See separate instructions for completing these pages. (All Agreements)
5. Attestations - See separate instructions for completing this page. (All Agreements)
6. Resolution — The LPA must pass an appropriation resolution covering the local share of the project and must grant signature authority to the signee. Attach the resolution as Schedule 5. (check the box at the bottom of Agreement Signatures page) If BLR 09110 or BLR 09120 are used to appropriate local fund, attach these forms to the signature authorization resolution.

For additional schedules, check the selection box and insert a schedule number and a short schedule description / name and attach it to the agreement.

Division of Cost (Schedule 1) Instructions

When the LPA desires to use one or more lump-sum amounts before the federal percentage is calculated, specify the order in which it should be used and the "not to exceed" amount. The following provides an example of the wording that may be used:

Lump-sum $60,000 TARP funds not to exceed 50% of final cost of project credited to the project to be utilized first.
Lump-sum to be utilized second not to exceed $20,000 EDP funds.
Lump-sum to be utilized third not to exceed $40,000 SMA funds.

These specified amounts will be used in sequence, with the federal and local percentages calculated after they are deducted.

When the LPA desires to use a percent "not to exceed" commitment, the federal and state funds will be used concurrently at the specified percentages up the the "not to exceed" amount.

Example: Maximum STR participation 80% not to exceed $100,000.
Lump-sum SMA not to exceed $20,000 to be used as a match to the federal funds.

Be advised that the "not to exceed" amount specified under a percentage commitment will be tied up and unavailable for programming until the project is closed out and a documentation review has been completed by IDOT or FHWA, if required.

Use a separate line for each type of work as it relates to the fund type for federal, state and/or LPA funds.

Type of Work	Choose the type of work from the drop-down list. Types to choose from are: Participating Construction, Non-Participating Construction, Construction Engineering, Railroads, Utilities, and Materials.
Federal Funds	If federal funds are being used on this project complete the following for federal funds.
Fund Type	Choose the type of federal fund type from the drop-down.
Amount	Insert the amount of federal funds for the type of listed under fund type.
%	Insert the percentage of federal funds for this type.
State Funds	If state funds are being used on this project complete with following for state funds.
Fund Type	Choose the type of state fund type from the drop-down.
Amount	Insert the amount of state funds for the type of listed under fund type.
%	Insert the percentage of state funds for this type.
Local Public Agency Funds	
Fund Type	Choose the type of LPA funds from the drop-down.
Amount	Insert the amount of LPA funds for the type of listed under fund type.
%	Insert the percentage of LPA funds for this type.
Explanation	Insert any necessary additional information as to how the funding is being applied for this project.

For State-Let Construction Projects

Method of Financing	This area is for state-let contract only. Check one.
Method A	If this box is checked, insert the dollar amount equal to 80% of the LPA's total obligation.
Method B	If this box is checked, insert the number of monthly payments needed to repay 80% of the LPA's estimated obligation.
Method C	If this box is checked, insert the dollar amount of the LPA's share of the construction costs for this project.

LRS Federal Funds Risk Assessment (Schedule 3) Instructions

The LPA shall complete the risk assessment to the best of their knowledge.
District staff will review the assessment and make recommendations for risk monitoring based on the results of the assessment. If monitoring is required above normal policy procedures, those requirements shall be itemized in the Additional Requirements box. Appropriate full-time district staff will approve the assessment by signing and dating in the box provided.

Attestation on Single Audit Compliance (Schedule 4) Instructions

The LPA shall complete the risk assessment to the best of their knowledge.
The appropriate local agency official shall certify the attestation by signing and dating in the box provided.

A minimum of two (2) originals executed by the LPA must be submitted to the District through it s Regional Engineer's Office.
If the DocuSign process is used no physical copies are required to be submitted.

Upon execution distribution will be as follows:

LPA
Bureau of Local Roads & Streets

Printing Instructions	For the document to print properly, please make sure "Orientation" is set to "Auto" (see image below) within the print dialog window. If this setting is not chosen, then some pages may be cut off during the printing process.

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Sample Resolution

RESOLUTION No:_____

A Resolution for:
Section No: _____
Job No.: _____
Project No.: _____

WHEREAS, the [*city, village, town, county*} of _____ is proposing to _____.

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signee

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

WHEREAS, the improvement requires matching funds; and

NOW, THEREFORE, be it resolved by the *{Board}*:

Section 1: The *{Board}* hereby appropriates $_____, _____ or as much as may be needed to match the required funding to complete the proposed improvement from *{Local fund source}* and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

Section 2: The *{Local Official or delegate}* is hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project.

Section 3: This resolution will become Attachment 3 of the AGREEMENT.

Section 4: The _____ Clerk of _____ is directed to transmit 3 (three) copies of the AGREEMENT and Resolution to IDOT District __ Bureau of Local Roads and Streets.

I, _____, _____ Clerk in and for _____, Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the forgoing to be a true, perfect and complete copy of the resolution approved by the _____ at its meeting on the _____ day of _____, 20__.

IN TESTIMONY WEREOF; I have unto set my hand and seal, at my office, this _____ day of _____, 20__.

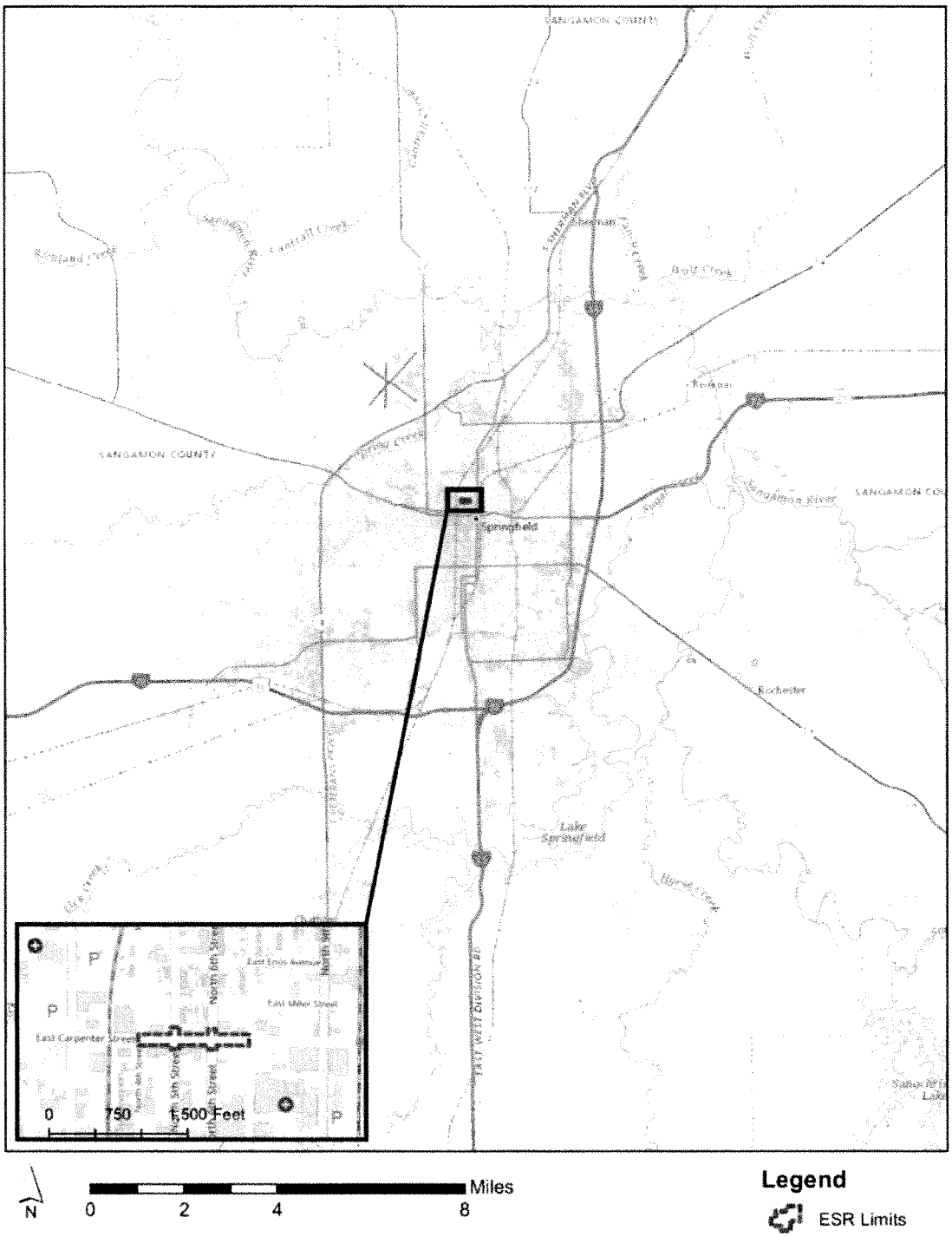
_____

_____

(seal) _____

2025-312

Sec. 22-00496-00-SP
C-96-020-26
City of Springfield
East Carpenter, N 4th to N 7th



Location Map

2025-312

ORDINANCE FACT SHEET

REQUEST FORM NO: 25-48
DATE OF 1ST READING: 8/6/2025

OFFICE REQUESTING: Public Works
CONTACT PERSON: T.J. Heavisides
PHONE NUMBER: 789-2255

EMERGENCY PASSAGE: No [X] Yes [ ] If yes, explain justification.

TYPE OF ORDINANCE: IDOT Agreement
FISCAL IMPACT:

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE STATE OF ILLINOIS AND THE CITY OF SPRINGFIELD FOR THE CONSTRUCTION OF INTERSECTION IMPROVEMENTS ON CARPENTER STREET AT FIFTH STREET AND SIXTH STREET (MFT SECTION #22-00496-00-SP) FOR THE OFFICE OF PUBLIC WORKS.

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

CONTRACTOR / VENDOR NAME: State of Illinois **VENDOR NO:** 0STA 4950

CONTRACT TERM: **CONTRACT #** **Change in Scope** Yes [ ] No [X]

CONTRACT AMOUNT:

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

Method of Purchase (check one) Previous Ord #s

[ ] Low Bid [X] Other: IDOT Agreement Is Purchasing Agent approval required? No [X] Yes [ ]
[ ] Low Bid Meeting Specs [ ] Exception: Is Purchasing Agent approval attached? No [X] Yes [ ]
[ ] Low Evaluated Bid Code Provision:

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	STRS	2307	$633,809.00
2						
3						
4						

FUNDS CHECK BY: Justin Wingerter	Date: 7/24/25
DIRECTOR / SUPERVISOR SIGNATURE	Date: 24 July 25
CITY PURCHASING AGENT: Jamie Hoel	Date: 7-24-25

COMMENTS

This ordinance authorizes the agreement between the City and the State of Illinois for the use of Highway Safety Improvement Program funds for the Carpenter Street Intersection Improvements at Fifth and Sixth Streets. IDOT will provide all initial funding and payments to the contractor and the City will invoiced for their share of the contract cost, approximately 10% of the project.

SIGN OFF:

(Mayor's Signature) (Director of OBM)

Information supplied on this form is not confidential information.

2025-312

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING THE EXECUTION OF CONTRACT NUMBER PW26-06-23 WITH P.H. BROUGHTON & SONS, INC. FOR THE FY2026 SEAL COAT OVERLAY PROGRAM IN AN AMOUNT NOT TO EXCEED $437,051.75, 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 needs base preparation and patching with bituminous surface treatment applications; and

WHEREAS, the Purchasing Code of the City of Springfield requires that this contract be let by sealed competitive bidding to the lowest responsible bidder; and

WHEREAS, pursuant to the above, P.H. Broughton & Sons, Inc. has submitted the lowest responsible bid meeting specifications to provide base preparation and patching with bituminous surface treatment application for the Office of Public Works under contract PW26-06-23 in an amount not to exceed $437,051.75; and

WHEREAS, the proposed contract documents and bid proposal are on file in the Office of the City Clerk and identified by Contract Index No. PW26-06-23.

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

Section 1: That the City Council hereby accepts the bid from P.H. Broughton & Sons, Inc. to provide base preparation and patching with bituminous surface treatment application necessary for the FY2026 Seal Coat Program for the Office of Public Works in an amount not to exceed $437,051.75. The Mayor and City Clerk are authorized to execute contract no. PW26-06-23 on behalf of the City of Springfield.

Section 2: The Office of Budget and Management is hereby authorized to make payment to P.H. Broughton & Sons, Inc. (0BRO2800) in the amount of $437,051.75 in accordance with the terms of contract no. PW26-06-23 from account number 095-110-WORK-INFR-1204.

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

PASSED: _____, 2025

RECORDED: _____, 2025

ATTEST: _____
City Clerk Charles L. Redpath Sr.

SIGNED: _____, 2025

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

7-30-25
_____
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

S:\WPDOCS\ORDINANC\LOWBID\PWLOWBID\P.H. Broughton FY26 Seal Coat.docx F.R. 08.06.25 ~ NF

2025-313

Tabulation of Bids

Local Public Agency: City of Springfield
County: Sangamon
Contract Name: FY2026 Seal Coat
Estimate: 0.00

Date: July 3, 2025
Time: 2:00 PM
Contract No.: PW26-06-23

Attended By:

					Name of Bidder:	P.H. Broughton & Sons, Inc.					
					Address of Bidder:	905 N Lincoln Av					
						Springfield, IL 62702					
						(217)787-2393					
					Proposal Guarantee:	Yes					
					Terms:	5%					
					Approved Engineer's Estimate						
Item No.	Item	Delivery	Unit	Quantity		Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Bituminous Materials (Seal Coat) HFRS-2		GAL	39765		$ -	4.95	$ 196,836.75		$ -		$ -
2	Seal Coat Aggregate CA-16		TON	1310		$ -	96.50	$ 126,415.00		$ -		$ -
3	Bituminous Patching Mixture		TON	600		$ -	185.50	$ 111,300.00		$ -		$ -
4	Traffic Control		LSUM	1		$ -	2,500.00	$ 2,500.00		$ -		$ -
						$ -		$ -		$ -		$ -
						$ -		$ -		$ -		$ -
						$ -		$ -

ORDINANCE FACT SHEET

REQUEST FORM NO: 25-43
DATE OF 1ST READING: 8-6-25

OFFICE REQUESTING: Public Works
CONTACT PERSON: David Whitworth
PHONE NUMBER: 789-2255, X-5227

EMERGENCY PASSAGE: No [X] Yes [ ] If yes, explain justification.

TYPE OF ORDINANCE: low bid
FISCAL IMPACT: $437,051.75

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

SUGGESTED TITLE:

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING THE EXECUTION OF CONTRACT #PW26-06-23 WITH P.H. BROUGHTON & SONS, INC.FOR THE FY2026 SEAL COAT PROGRAM FOR THE OFFICE OF PUBLIC WORKS

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

CONTRACTOR / VENDOR NAME: P. H. Broughton & Sons, Inc.
VENDOR NO: 0BRO2800

CONTRACT TERM: completion
CONTRACT # PW26-06-23
Change in Scope Yes [ ] No [X]

CONTRACT AMOUNT: $437,051.75 (Original amount if change order)
Change Order #
Additional Amount

Method of Purchase (check one)
Previous Ord #s

[X] Low Bid
[ ] Low Bid Meeting Specs
[ ] Low Evaluated Bid
[ ] Other:
[ ] Exception:
Code Provision:

Is Purchasing Agent approval required? No [ ] Yes [X]
Is Purchasing Agent approval attached? No [ ] Yes [X]

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	095	110	WORK	INFR	1204	$ 437,051.75
2						
3						
4						

FUNDS CHECK BY: Kristin Winegardner **Date:** 7/14/25
DIRECTOR / SUPERVISOR SIGNATURE **Date:** 7/14/25
CITY PURCHASING AGENT: **Date:** 7-14-25

COMMENTS

The work under this contract includes the base preparation and patching, with bituminous surface treatment applications for Public Works.

SIGN OFF:

(Mayor's Signature) GEM (Director of OBM) Ramona McGee

S\Excel\Forms\25-43 Ord for FY2026 Seal Coat, PH Broughton

The information supplied on this form is not confidential information.

Revised 5/26/04

2025-313

2025-314

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE SPRINGFIELD-SANGAMON COUNTY REGIONAL PLANNING COMMISSION FOR THE PERFORMANCE OF TRANSPORTATION WORK UNDER THE UNIFIED PLANNING WORK PROGRAM FROM JULY 1, 2025, THROUGH JUNE 30, 2026, IN AN AMOUNT NOT TO EXCEED $39,500.00 (MFT SECTION NO. 25-00300-00-ES) FOR THE OFFICE OF PUBLIC WORKS

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

WHEREAS, the Illinois Department of Transportation is mandated by law to develop transportation plans and programs in cooperation with federal, state and local agencies; and

WHEREAS, Section 104(f) of Title Twenty-Three U.S.C. has authorized funding through the State of Illinois to carry out Section 134 of Title Twenty-Three U.S.C.; and

WHEREAS, to receive federal funds for road projects, all municipalities are required to perform certain planning duties through our Metropolitan Planning Organization (MPO); and

WHEREAS, the Springfield-Sangamon County Regional Planning Commission ("Planning Commission") is the MPO for the City of Springfield; and

WHEREAS, the Planning Commission and the City of Springfield, through its Office of Public Works, have agreed to accept responsibility for street and highway planning activities as indicated in the PY-2026 Unified Planning Work Program; and

WHEREAS, the estimated cost to perform the transportation planning work is $639,247.95; and

WHEREAS, the City's share is $39,500.00, which is 6.2% of the total cost estimated; and

WHEREAS, it is in the best interest of the City to enter into a Planning Year 2026 Transportation Planning Agreement with and authorize payment in the amount of $39,500.00 to the Springfield/Sangamon County Regional Planning Commission; and

WHEREAS, a copy of the Planning Year 2026 Transportation Planning Agreement for July 1, 2025, through June 30, 2026, shall be located in the Office of the City Clerk.

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

Section 1: That the City Council hereby authorizes execution of the Planning Year 2026 Transportation Planning Agreement with the Springfield - Sangamon County Regional Planning Commission from July 1, 2025, through June 30, 2026. The Mayor and City Clerk are authorized to execute the Agreement on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payments to the Springfield-Sangamon County Regional Planning Commission (0SPR 5700) in an amount not to exceed $39,500.00 from July 1, 2025, through June 30, 2026, from account number 041-110-GAST-STRS-2306 in accordance with the terms of the Agreement.

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

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

RECORDED: _____, 2025

_____
Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

7-30-25
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

2025-314

PLANNING YEAR 2026
TRANSPORTATION PLANNING AGREEMENT
(July 1, 2025 - June 30, 2026)

THIS AGREEMENT is made and entered into as of the final date of signature below by and between the Springfield-Sangamon County Regional Planning Commission, hereinafter called the **PLANNING COMMISSION** and the City of Springfield, a municipal corporation of the State of Illinois, hereinafter called the **CITY**, for regional transportation planning and related activities in Sangamon County, Illinois and particularly in the designated Metropolitan Planning Area of this county.

WITNESSETH THAT:

WHEREAS, The Illinois Department of Transportation is mandated by law to develop transportation plans and programs in cooperation with Federal, State, and local agencies, and

WHEREAS, Section 104(f) of Title Twenty-Three U.S.C. has authorized through the State of Illinois, funding to carry out Section 134 of Title Twenty-Three U.S.C., and

WHEREAS, the State of Illinois shall make this federal funding available to the metropolitan planning organization responsible for carrying out the urban transportation planning requirements as set forth in Section 134 of Title Twenty-Three U.S.C., and

WHEREAS, the Governor of the State of Illinois has designated the **PLANNING COMMISSION** as the metropolitan planning organization for the Metropolitan Planning Area of Springfield, Illinois, and

WHEREAS, the Illinois Department of Transportation, the **PLANNING COMMISSION** and the **CITY** have determined a need for continuing the transportation planning process in the Metropolitan Planning Area, and

WHEREAS, the **PLANNING COMMISSION** and the **CITY**, Office of Public Works have agreed to accept the responsibility for street and highway planning activities as indicated in the PY-2026 Unified Planning Work Program, and

WHEREAS, the Springfield Area Transportation Study Committees and the **PLANNING COMMISSION** have reviewed and approved the **PLANNING COMMISSION'S** estimated cost of Six Hundred Thirty-Nine Thousand Two Hundred Forty-Seven Dollars and Ninety-Five Cents for July 1, 2025 through June 30, 2026 to perform the transportation planning work as indicated in the PY-2026 Unified Planning Work Program; and

WHEREAS, the total cost of performing this transportation planning work is to be shared in the ratio of 80% Federal, 13.8% local and 6.2% State Match Assistance Funds; and

WHEREAS, 44.8% of the local share, or 6.2% of the total cost, which is estimated at Thirty-Nine Thousand Five Hundred Dollars ($39,500.00) will be funded by the **CITY'S** Motor Fuel Tax Funds.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. The **PLANNING COMMISSION** hereby agrees to perform the transportation planning work indicated in the PY-2026 Unified Planning Work Program.

   The **CITY** agrees to participate in the continuing transportation planning process as set forth in the PY-2026 Unified Planning Work Program.

2. The **CITY** agrees to pay, per quarterly invoices, the **PLANNING COMMISSION** 6.2% of the actual cost for the street and highway planning work as indicated in the PY-2026 Unified Planning Work Program.

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SSC RPC Springfield-Sangamon County Regional Planning Commission

July 10, 2025

Dave Fuchs
Office of Public Works
201 - Municipal Center West
Springfield, IL 62701

Dear Dave:

Enclosed for your execution is a copy of the PY-2026 Transportation Planning Agreement between the Springfield-Sangamon County Regional Planning Commission and the City of Springfield. Also enclosed is a copy of the PY-2026 Unified Planning Work Program.

The City's share for PY-2026 (July 1, 2025 - June 30, 2026) is $39,500.00. The Planning Commission will continue to submit bills on a quarterly basis.

Please return two copies signed by the City to our office. A copy of the agreement with both agency signatures will be returned to you for your records.

If you have any questions or concerns, please contact me at your convenience.

Sincerely,

Shannan Karrick
Executive Director

SK/lk

Encl.

cc: Nate Bottom

Room 252 • 200 South 9th Street • Springfield, IL 62701-1629 • (217) 535-3110 • e-mail: sscrpc@sangamonil.gov

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SATS

SPRINGFIELD AREA TRANSPORTATION STUDY

FY 2026 UNIFIED PLANNING WORK PROGRAM

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SATS Commitment to the Public

The Springfield Area Transportation Study (SATS) assures that no person shall, on the grounds of race, color, national origin, disability, age, gender, or socioeconomic status, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity. SATS further assures that every effort shall be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

Contact SATS

Electronic copies of this document are available online at www.sscrpc.com. Hard-copy versions will be provided upon request. For more information, please contact:

Springfield-Sangamon County Regional Planning Commission
200 South 9th Street, Room 212
Springfield, Illinois 62701
(217)535-3110
sscrpc@sangamonil.gov

Prepared in partnership with:

- Illinois Department of Transportation Region 4, District 6
- Sangamon County
- City of Springfield
- Village of Chatham
- Springfield Mass Transit District DBA Sangamon Mass Transit District
- Springfield-Sangamon County Regional Planning Commission

Funding is provided in whole or in part by the Illinois Department of Transportation, the Federal Highway Administration, and the Federal Transit Administration.

Unless otherwise noted, the material, maps, charts, and other renderings contained in this report are the property of SATS. They may only be used with its permission. Contact should be made through the SSCRPC.

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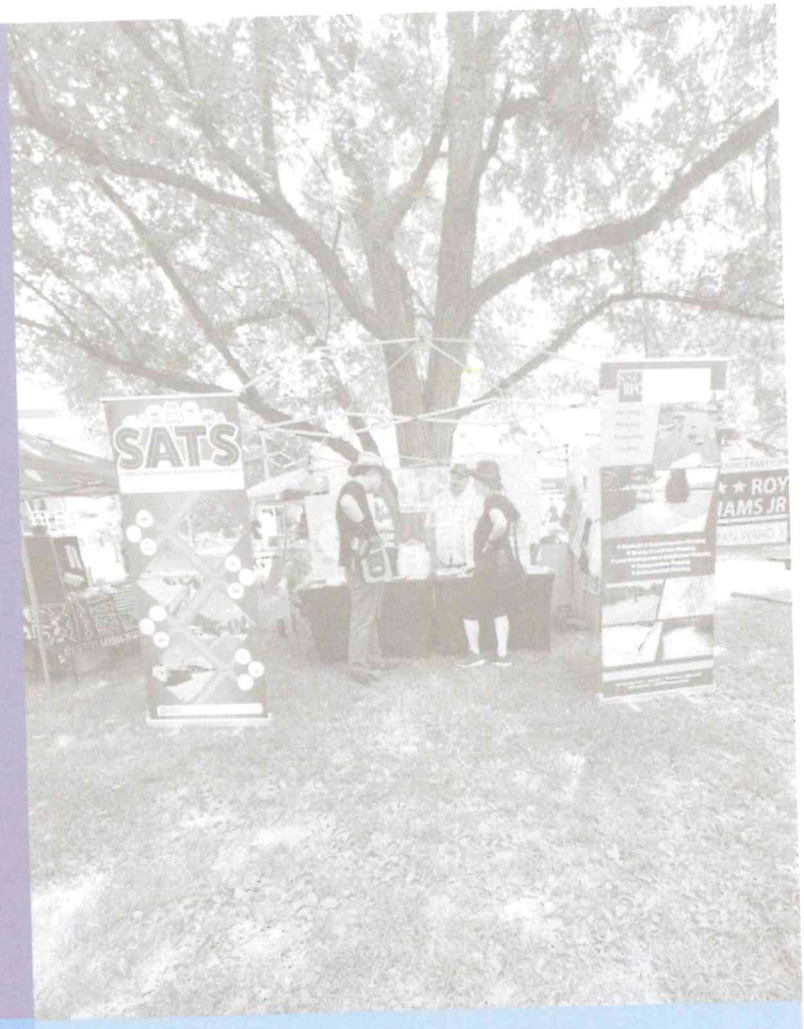

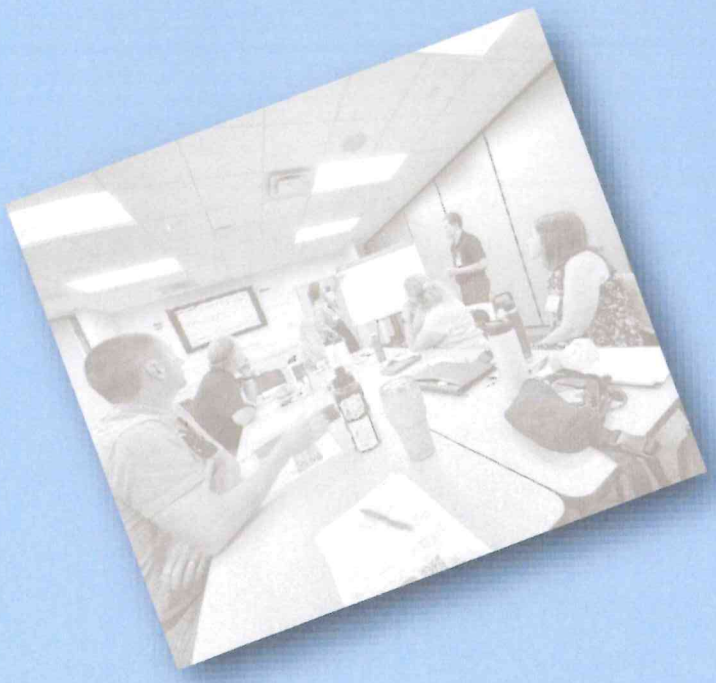

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Abbreviations and Acronyms

3C	Continuing, Comprehensive, and Cooperative
BIL	Bipartisan Infrastructure Law
BOB	Bureau of the Budget
CFY	County Fiscal Year
CPG	Consolidated Planning Grant
FHWA	Federal Highway Administration
FICA	
FTA	Federal Transit Administration
GIS	Geographic Information Systems
HSTP	Human Services Transportation Plan
ICAP	Indirect Cost Allocation Plan
IDOT	Illinois Department of Transportation
ITS	Intelligent Transportation Systems
LRTP	Long Range Transportation Plan
MPA	Metropolitan Planning Area
MPO	Metropolitan Planning Organization
PBPP	Performance-Based Planning and Programming
PL	Planning
PPP	Public Participation Plan
PTSAP	Public Transit Agency Safety Plan
SATS	Springfield Area Transportation Study
SFY	State Fiscal Year
SMART	Sangamon Menard Area Regional Transit
SMTD	Springfield Mass Transit District DBA Sangamon Mass Transit District
SSCRPC	Springfield-Sangamon Regional Planning Commission
STBG	Surface Transportation Block Grant
TAMP	Transit Asset Management Plan
TDM	Travel Demand Model
TIP	Transportation Improvement Program
UPWP	Unified Planning Work Program

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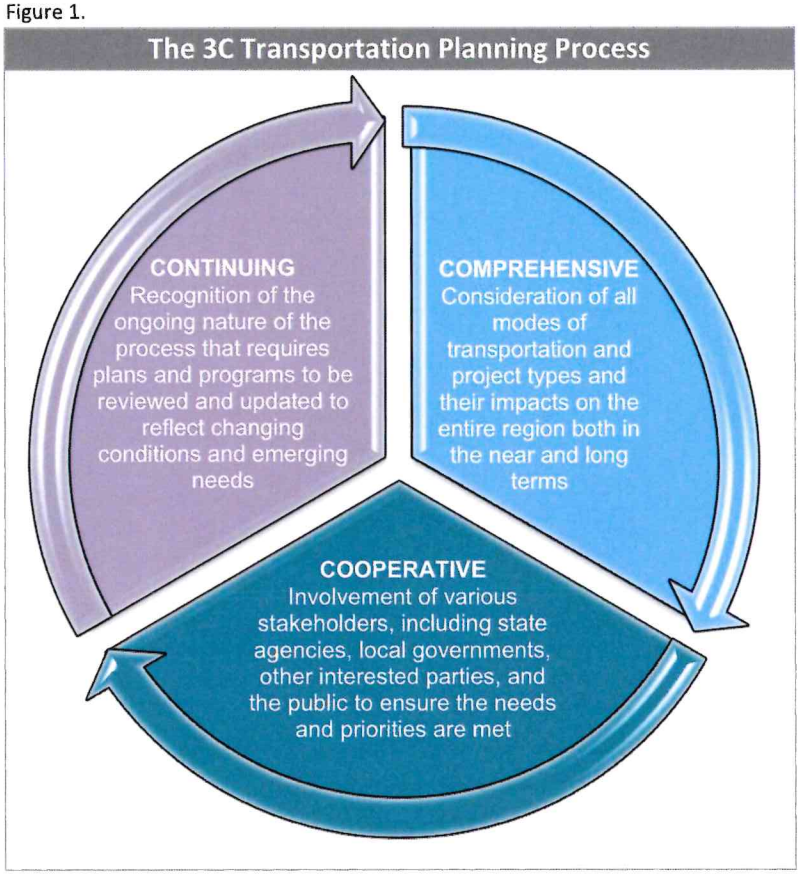
Introduction

Since the Federal-Aid Highway Act of 1962, the United States Department of Transportation has required that every metropolitan area with a population over 50,000 have a designated metropolitan planning organization (MPO) to qualify for federal highway and transit funding. The Governor of Illinois designated the Springfield Area Transportation Study (SATS) as the MPO responsible for transportation in the region.

The Metropolitan Transportation Planning Process

The most recent reauthorization of the transportation law is the Bipartisan Infrastructure Law (BIL), which sets policies related to metropolitan transportation planning. The law requires all MPOs to carry out a continuing, comprehensive, and cooperative (3C) transportation planning process, as shown in Figure 1. As part of its 3C planning process, SATS annually produces the Transportation Improvement Program (TIP) and the Unified Planning Work Program (UPWP). These documents, along with the Long-Range Transportation Plan (LRTP), are required for the MPO to be certified as meeting federal requirements. This certification is a prerequisite for receiving federal transportation funds. In addition to this requirement, the MPO must establish and conduct an inclusive public engagement process and maintain travel models and data resources to support long- and short-range planning work and initiatives.

Figure 1.



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Transportation Planning Factors

Congress supports metropolitan and statewide transportation planning by emphasizing ten distinct areas that MPOs and states should consider when developing their plans. The factors are outlined in the most recent legislation, the Bipartisan Infrastructure Law (BIL), signed into law on November 15, 2021.

The ten planning factors (for both metropolitan and statewide planning) are as follows:

- Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency;
- Increase the safety of the transportation system for motorized and nonmotorized users;
- Increase the security of the transportation system for motorized and nonmotorized users;
- Increase the accessibility and mobility of people and for freight;
- Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth, housing, and economic development patterns;
- Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
- Promote efficient system management and operation;
- Emphasize the preservation of the existing transportation system;
- Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation; and
- Enhance travel and tourism.

Funding the Transportation Planning Process

The federal government regulates the transportation system's funding, planning, and operation through the federal transportation program, enacted into law through Titles 23 and 49 of the United States Code. The Federal-Aid Highway Act and the Federal Transit Act require that urbanized areas conduct a transportation planning process to be eligible for federal funds, resulting in plans and programs consistent with the planning goals of the metropolitan area. The UPWP is an essential implementation tool to achieve the goals outlined in SATS's Long Range Transportation Plan (LRTP), which helps structure and guide activities and products.

SATS's planning and programming efforts are funded in large part by the Consolidated Planning Grant (CPG), which includes Planning (PL) funds from the Federal Highway Administration (FHWA) and Federal Transit Agency (FTA) Section 5303 funds. The CPG is administered by the Illinois Department of Transportation (IDOT) and allocated each year based on a formula. The CPG funds require a non-federal match or local contributions. IDOT, Sangamon County, the City of Springfield, the Village of Chatham, and SMTD provide the local match per the SATS's Bylaws and Annual Cooperative Agreements.

The Springfield Area Transportation Study

SATS is the federally recognized MPO for the Springfield area. Initially covering the immediate Springfield area only, the metropolitan planning area (MPA) was expanded to include the enlarged urbanized area defined by the 2000 Census and included the communities of Chatham, Curran, Grandview, Jerome, Leland Grove, Riverton, Rochester, Sherman, Southern View, Spaulding, and Springfield. As depicted in Figure 2, the MPA was further expanded as a result of the 2020 Census to include Williamsville.

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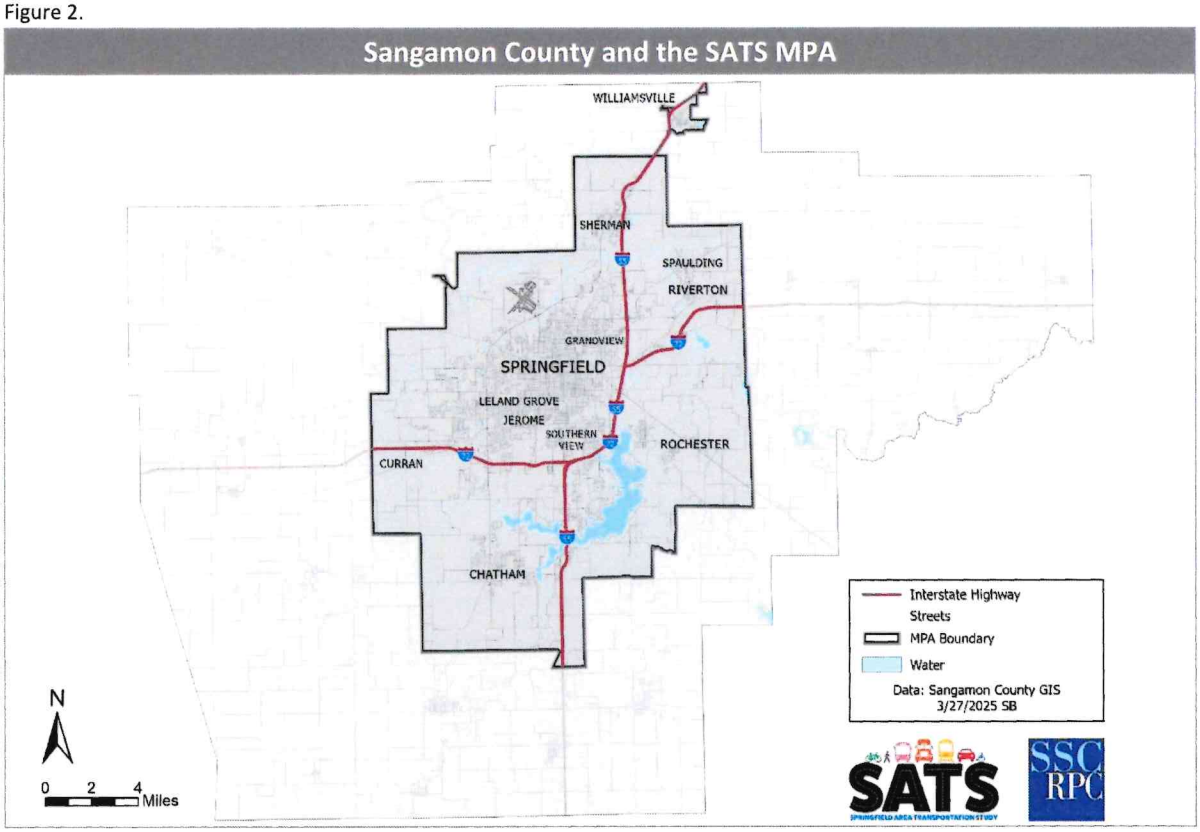
Figure 2.



SATS is vital to the region, as the MPO serves as a technical resource, maintains the eligibility of member agencies for federal transportation funds, provides a forum for cooperative decision-making, and coordinates the planning activities of participating agencies to provide a regional approach to addressing transportation planning and engineering issues.

SATS Structure

Federal regulations require SATS membership to consist of officials or representatives identified in the SATS Bylaws and may include a public transportation provider. Member jurisdictions must represent at least 75 percent of the affected population as determined by the Bureau of the Census. Under the terms entered into in a cooperative agreement between IDOT, Sangamon County, City of Springfield, Village of Chatham, SMTD, and the SSCRPC; these entities currently serve as voting members.

SATS comprises a Policy Committee and a Technical Committee, as shown in Figure 3 on the following page. The Policy Committee includes each eligible governmental body or agency's chief elected, appointed, or administrative official. The Policy Committee directs, oversees, and coordinates the transportation planning process to ensure that transportation planning and programming decisions reflect the needs and desires of its members and the general public. The Technical Committee consists of specialized staff from each jurisdiction to provide advice and recommendations to the Policy Committee on matters related to the planning functions of SATS. Technical advisors from transportation-related agencies serve as non-voting members on both committees to provide planning assistance as necessary. SSCRPC staff serve as the administrative and fiscal agent for SATS under the direction of the policy

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committee. Together, these parties exchange ideas and offer input to ensure the region's transportation network is safe, reliable, and efficient.

Figure 3.

SATS Policy and Technical Committee Members and Advisors		
Jurisdiction	**Policy Committee**	**Technical Committee**
IDOT Region 4 / District 6	Regional Engineer	Program Development Engineer
Sangamon County	County Board Chairman	County Engineer
City of Springfield	Mayor	City Engineer
Village of Chatham	Village President	Village Manager
SMTD	Board Chairman	Grants and Procurement Manager
SSCRPC	Board Chairman	Executive Director
Technical Advisors (non-voting)		
FHWA, Illinois Division	IDOT Bureau of Planning and Programming	
FTA, Region 5, Chicago	IDOT District 6, Local Roads	
Illinois Commerce Commission, Rail Section	IDOT, Public and Intermodal Transportation	
Springfield Airport Authority		

SATS Products and Publications

To maintain the certifiable transportation planning process required by the federal government as a precondition for receipt of federal transportation funding, SATS must, at a minimum, produce and manage four significant products:

- The Long Range Transportation Plan (LRTP) sets priorities for spending federal funds on regional surface transportation projects, including highways, roads, bridges, transit, bicycle facilities, pedestrian accommodations, and related enhancements over a 25-year planning horizon. The LRTP serves as the region's overarching guide to developing a transportation system that meets its residents' current and future mobility needs. The plan is updated every five years, and its most recent iteration will be released in June 2025.
- The Transportation Improvement Program (TIP) is a short-range program that covers four years and lists all federally funded and regionally significant projects in the MPA (metropolitan planning area). The program must be fiscally restrained, and all projects must be consistent with the LRTP. The program is developed annually.
- The UPWP presents transportation planning and support activities that will be conducted in the MPA for the programming fiscal year of July 1 through June 30. The document provides citizens and stakeholders with the necessary transparency to see how the MPO uses federal transportation planning funds to meet federal metropolitan planning requirements. The document is produced on an annual basis.
- The Public Participation Plan (PPP) outlines the MPO's public engagement methods, strategies for public engagement and outreach, and state and federal regulations regarding public participation. SATS continuously seeks to create opportunities for the public to participate in planning, reviewing, and implementing its transportation projects and programs. The PPP is updated as needed.

The UPWP emphasizes tasks that will manage and administer the implementation of the LRTP, TIP, and the Public Participation Plan (PPP).

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The Unified Planning Work Program

The State Fiscal Year 2026 UPWP outlines all transportation planning activities to be conducted by SSCRPC staff on behalf of SATS from July 1, 2025, to June 30, 2026. The UPWP essentially serves as the budget for SATS, identifying funding to support planning efforts that will be undertaken. The UPWP describes the planning activities to be performed with funds provided to SATS by the FHWA, FTA, IDOT, Sangamon County, City of Springfield, Village of Chatham, and SMTD.

The UPWP is intended to provide a framework for coordinating transportation planning efforts for and within the region. The document is divided into two primary components:

- A description of work elements with objectives and associated tasks outlining the work to be performed during the fiscal year; and,
- The financial portion presents budget allocations for planning activities and provides the basis for all federal, state, and local funding assistance as outlined.

Each work element plays a vital role in the transportation planning program. Figure 4 demonstrates how each work program element addresses the 10 metropolitan and state transportation planning factors stated on page two. While SATS Administration tasks may be directly related to federal planning factors, work performed under this element includes management and reporting functions for the overall program.

Figure 4.

Federal Planning Factors and Associated Work Elements					
Planning Factor	UPWP Work Elements				
	200	210	220	230	240
	SATS Administration	Long Range Planning	Short Term Planning	Coordination and Communication	Decision Support Services
1. Economic Vitality		o	o	o	o
2. Safety		o	o	o	o
3. Security		o	o	o	o
4. Accessibility and Mobility		o	o	o	o
5. Environment, Conservation, and Quality of Life		o	o	o	o
6. Connectivity		o	o	o	o
7. System Efficiency		o	o	o	o
8. Preservation		o	o	o	o
9. Resiliency, Reliability, and Storm Water Impacts		o	o	o	o
10. Travel and Tourism		o	o	o	o

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Work Element 200: SATS Administration

Provide governance through which public officials and other transportation stakeholders can collaborate to address transportation issues in the planning area and to provide for the management and administration of SATS in an effective and efficient working environment.

Tasks

- **Program Management**
  - Provide overall management of the transportation planning program and ensure compliance with applicable federal and state requirements.
  - Day-to-day management of and allocation of staff and financial resources.
  - Maintain committee membership rosters and distribution lists and prepare meeting materials for all committee meetings.
  - Perform administrative functions of awarded grants.
    - Complete and submit required forms, invoices, and supporting documentation quarterly.
    - Prepare quarterly and year-end progress reports.
  - Complete annual self-certification.
  - Conduct calls for projects for the Surface Transportation Block Grant Program (STBG) and other funding opportunities as necessary.
    - Update criteria, evaluation matrices, applications, and support documents for the allocation of future funding opportunities.
  - Undertake other administrative functions as necessary.
- **Maintain and Develop the UPWP**
  - Supervise the preparation, negotiation, and approval of the annual work program and budget involving IDOT, the Technical and Policy Committees, and the SSCRPC.
  - Develop a UPWP that complies with metropolitan planning requirements in BIL.
  - Monitor all work program activities and expenditures.
  - Propose and prepare revisions and amendments as necessary.
- **Financial Oversight**
  - Provide financial oversight for activities, including payroll, budget management, quarterly invoices, and annual reports.
  - Prepare financial documentation as required by IDOT.
  - Prepare and execute annual agreements with planning partners.
  - Prepare and execute other inter-governmental agreements as necessary.
  - Submit the requested information for the preparation of the indirect cost rate.
  - Seek additional funding opportunities.
  - Prepare and file grant applications for financial assistance.
- **Maintain, Review, Update, and Support the Title VI Program**

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- **Attend Workshops, Webinars, Seminars, Conferences, and Meetings** as necessary and/or required for additional training, maintaining compliance with regulations, professional development, continuing education, or information exchanges.

Work Products

- FY 2027 Budget Template, Conflict of Interest form, and Programmatic and Subrecipient Risk Assessments.
- FY 2027 UPWP.
- Annual agreements with IDOT, Sangamon County, City of Springfield, Village of Chatham, and SMTD.
- Quarterly invoices and progress reports for both the planning program and awarded grants.
- Year-end progress report.
- Annual self-certification for SATS.
- Indirect Cost Rate Proposal.
- Inter-governmental agreements, as necessary.
- Grant applications, as necessary.
- Updated Title VI Program, as necessary.

Figure 5.

Work Element 200 - Estimate of Expenditures	
Direct Costs	**Amount**
Staff Costs (Salary, Paid Leave, Employee Benefits)	$ 105,867.47
Travel	$ 2,346.00
Supplies	
Additional or Replacement Computers (2) and Monitors (2)	$ 4,000.00
General Office Supplies	$ 1,000.00
Contractual Services	
SSCRPC Audit	$ 4,500.00
Sangamon County Photocopier Program	$ 1,250.00
Telecommunications	$ 1,900.00
Total	**$ 120,863.47**

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Work Element 210: Long Range Planning Coordination

Provide governance through which public officials and other transportation stakeholders can come together in a collaborative process to address transportation issues in the planning area, and to provide for the management and administration of SATS in an effective and efficient working environment.

Tasks

- **Long Range Transportation Planning**
  - Amend the 2050 LRTP as needed.
  - Prepare six-month progress reports of the current LRTP.
  - Coordinate the LRTP with other local and regional plans to achieve consistency.
- **Active Transportation Planning**
  - Work with consultants and planning partners on the completion of the CONNECT Sangamon County Active Transportation Plan.
  - Plan and advocate for nonmotorized transportation infrastructure and the advancement of nonmotorized transportation opportunities.
  - Implement multimodal programs detailed in the LRTP and the CONNECT Sangamon County Active Transportation Plan regarding trails, complete streets, and intelligent transportation systems.
- **Performance-based Planning and Programming**
  - Coordinate with planning partners and various committees to support the development of performance targets for the measures defined in the Bipartisan Infrastructure Law and related federal rulemaking.
  - Develop data and reports for the setting and tracking federally specified regional performance-based planning and programming (PBPP).
  - Set targets for the MPA or elect to adopt and support state targets as required.
  - Integrate performance targets and report on performance concerning previously set targets in the LRTP, TIP, and other planning products as appropriate.
  - Analyze and track the progress of approved highway performance measures.
  - Coordinate with transit agencies to set targets and monitor the progress of the Transit Asset Management Plan (TAMP) and Public Transit Agency Safety Plan (PTSAP).
- **Coordinate with and Advise Planning Partners**
  - Provide objective reviews and suggestions on transportation matters regarding land subdivisions and large-scale development ordinances and processes.
  - Provide technical assistance to member jurisdictions by assisting with planning efforts, supplying data, participating in committees, and helping entities to be consistent with the LRTP.
  - Coordinate with regional stakeholders to promote multimodal freight transportation options related to surface transportation for the region.
  - Improve local and regional transit access and mobility through increased planning and coordination.

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- Present communities and stakeholders with best transportation-related practices for incorporation in other planning efforts.
- Maintain liaison and support to regional freight interests and participate in state and national freight planning.
- Implement the Human Services Transportation Plan (HSTP) for the urbanized area.

- **Complete the 2025 Central Area Parking Study.**
- **Research and explore emerging issues, best practices, analytical tools, and general information related to transportation planning.**
- **Gather data, conduct studies, and prepare reports** on matters of importance within the MPA.

Work Products

- 2050 LRTP amendments.
- Six-month progress reports of the 2050 LRTP, including progress toward achieving performance targets outlined in the plan.
- Adoption of safety, pavement and bridge condition, system reliability, and greenhouse gas emission performance targets.
- Annual progress report outlining the current state of safety, infrastructure, system reliability, transit asset management, and public transit agency safety plan performance areas.
- Updates to CONNECT Sangamon County's Active Transportation Plan, multi-use trail documents, and intelligent transportation system architecture inventory as necessary.
- Studies and reports on regionally significant transportation matters.

Figure 6.

Work Element 210 - Estimate of Expenditures	
Direct Costs	**Amount**
Staff Costs (Salary, Paid Leave, Employee Benefits)	$ 101,055.31
Consultants	
Transportation Study TBD	$ 127,287.76
Total	**$ 228,343.07**

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Work Element 220: Short Range Planning

To effectively, efficiently, and openly allocate, program, monitor, and keep current federal funds for transportation planning and improvements in the SATS planning area.

Tasks

- **Transportation Improvement Program (TIP)**
  - Maintain the current TIP.
  - Develop a fiscally constrained TIP for the next state fiscal year consistent with the current long-range transportation plan, and state and federal requirements.
  - Process amendments and modifications.
  - Integrate performance measures into the TIP.
  - Track the status of TIP projects.
  - Facilitate and host a public comment and review process for the draft TIP.
  - Incorporate comments into the program.
  - Oversee the adoption of the FY 2025 - 2028 TIP.
  - Develop FY 2026 - 2029 TIP.
- **Annual Listing of Federally Obligated Projects.**
  - Prepare the document by coordinating with the FHWA and member jurisdictions.

Work Products

- Final FY 2025 - 2028 TIP.
- Amendments and modifications to FY 2024 - 2026 and FY 2025 - 2027 TIPs.
- Annual List of Federally Obligated Projects.
- Draft FY 2026 - 2029 TIP.

Figure 7.

Work Element 220 - Estimate of Expenditures	
Direct Costs	**Amount**
Staff Costs (Salary, Paid Leave, Employee Benefits)	$ 38,497.26
Total	**$ 38,497.26**

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Work Element 230: Public and Stakeholder Coordination, Communication, and Engagement

Provide SATS members, the State of Illinois, the federal government, citizens, and other stakeholders with informational, technical, and planning services for transportation planning and related community development activities through outreach and engagement.

Tasks

- **Foster communication and regional collaboration** among local, state, and national stakeholders on regional transportation issues.
- **Encourage and promote public participation.**
    - Support a planning process that engages community stakeholders and the public in dialogue about regional goals and objectives and how best to achieve them through integrating the region's transportation investments, land use decisions, and environmental conservation efforts.
    - Comply with the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, and related executive orders and acts.
    - Utilize the SSCRPC's website (www.sscrpc.com), social media, newsprint, and other methods to foster an open transportation planning process.
        - Update and maintain a user-friendly, informative, and timely website that allows members of the public to view plans, programs, projects, maps, and other documents that inform users of upcoming meetings, public comment periods, and other transportation-related activities in the MPA.
        - Produce fact sheets, visualization techniques, social media posts, and other publications as needed.
    - Coordinate and execute Curb Your Car Commute Challenge Week.
    - Provide opportunities for public participation in the planning process and development of plans and programs.
    - Record all public comments received and include them in pertinent plans, programs, and documents.
    - Explore equity-based community outreach opportunities.
    - Participate in meetings of other agencies whose programs and activities are related to transportation, community organizations, and events to raise awareness of plans and programs and build relationships with stakeholder groups.
    - Review and update the Public Participation Plan as necessary.
    - Continue to evaluate the public involvement techniques of the MPO.
- **Provide assistance and support to jurisdictional partners.**
    - Prepare letters of support for project sponsors.
    - Assist in the review of development-related traffic impacts.
    - Support Complete Streets planning and multimodal initiatives, plans, and programs.
    - Support studies by providing information/technical assistance to local agencies and participating in steering and technical committees.

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- Provide technical support to transit (urban and rural) and paratransit providers.
- Provide staff support for Region 7's Regional Transportation Committee and HSTP.
- Provide expertise, assistance, and engagement with entities within the MPA regarding transportation issues, project development, and coordination efforts.
- Review and comment on other agencies' studies, plans, and proposals to determine consistency with MPO planning documents.

- **Conduct the project to update Google Maps.**

Work Products:

- Record all public comments received regarding plans, programs, and studies.
- SSCRPC's Transportation Planning page on the Sangamon County website.
- Fact sheets, visualization techniques, social media posts, and other publications as needed.

Figure 8.

Work Element 230 - Estimate of Expenditures	
Direct Costs	**Amount**
Staff Costs (Salary, Paid Leave, Employee Benefits)	$ 96,243.15
Travel	$ 770.00
Supplies	
Large Screen Monitor	$ 2,000.00
Public Engagement Materials	$ 500.00
Contractual Services	
Video-Conferencing Equipment Installation/Implementation	$ 6,000.00
Other Miscellaneous Costs	
Publications	$ 2,000.00
Total	**$ 107,013.15**

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Work Element 240: Transportation Planning Decision Support Systems

Enhance the reliability of plans and forecasts by establishing the systems and products necessary for improved decision-making.

Tasks

- **Continue maintaining, updating, and expanding transportation data layers in a geographic information system (GIS).**
    - Collaborate with federal, state, regional, and local entities to provide requested transportation data.
    - Maintain relevant data to understand current and future travel patterns better.
    - Develop, collect, maintain, and/or update datasets vital to transportation planning, including existing and planned infrastructure, functional classification, roadway jurisdiction, safety, national highway system, system performance, and demographic data.
    - Provide public access to the LRTP and TIP project data through an improved online searchable database with integrated GIS project mapping.
    - Compile and analyze safety, infrastructure condition, system reliability, transit asset management, and public transit agency safety performance measures and targets and track the progress of the state of the transportation network.
    - Maintain crash data, prepare safety analyses, and encourage the development of appropriate mitigation strategies.
    - Maintain and update transit data for use in route maps, marketing, and public information materials, including an inventory of physical and operational characteristics of SMTD's fixed-route and paratransit services.
- **Employ planning tools** for analytical purposes and to assess the impact of policy and investment decisions in our communities.
- **Continue to provide internal and external products and mapping sites that allow access to organizational data**.
    - Maintain existing and continue to develop interactive web-based maps and applications.
    - Prepare maps, infographics, and videos that help illustrate plans and projects.
    - Update the Intelligent Transportation Systems (ITS) Architecture as necessary.
- **Process data collected through surveys and special studies** for use in planning, programming, management, and marketing of transportation services and projects.

Work Products

- Maps, infographics, and videos that help illustrate plans and projects.
- Interactive web-based maps and applications.
- Scenarios generated by the travel demand model (TDM).
- Analysis of crash, pavement, bridge, system reliability, and greenhouse gas data.

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- Route maps, marketing, and public information materials generated for SMTD and Sangamon – Menard Area Regional Transit (SMART).
- Inventory of physical and operational characteristics of SMART, SMTD fixed-route system, and paratransit services.
- Inventory of ITS architecture components.

Figure 9.

Work Element 240 - Estimate of Expenditures	
Direct Costs	**Amount**
Staff Costs (Salary, Paid Leave, Employee Benefits)	$ 139,552.57
Supplies	
Toner/Ink for Plotter	$ 1,123.86
Other Miscellaneous Costs	
Software License Renewals and Subscriptions	$ 5,550.00
Total	**$ 146,226.43**

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Figure 10.

Work Element Time Table													
Work Element & Task	2025						2026						
	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
200: SATS Administration													
FY 2027 UPWP Budget Template and supporting documents													
FY 2027 UPWP													
FY 2027 Annual Agreements													
Annual self-certification for SATS													
Quarterly and year-end progress reports													
Quarterly invoices													
Indirect Cost Rate Proposal													
210: Long Range Planning Coordination													
2050 LRTP amendments and modifications													
Year 0.5 LRTP Progress Report													
Year 1.0 LRTP Progress Report													
Implement 2050 LRTP													
2025 Central Area Parking Study													
Review land subdivision and large scale developments													
220: Short Range Planning													
FY 2026 - 2029 TIP, maintain													
FY 2027 - 2030 TIP, develop and adopt													
FY 2025 List of Federally Obligated Projects													
230: Public and Shareholder Coordination, Communication, and Engagement													
Attend public meetings and briefings, provide expertise to communities and other entities in and affecting the MPA													
Curb Your Car Commute Challenge													
Conduct the project to update Google Maps													
Maintain SSCRPC website and applications													
Produce fact sheets, visualizations, social media posts, and other publications to promote public awareness.													
240: Transportation Planning Decision Support Systems													
Maps, infographics, and videos that help illustrate plans and projects													
Develop and maintain interactive web-based maps and applications													

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Work Program Financials

Funding Transportation Planning within the MPA

Funding for the operations of the metropolitan planning organization (MPO) comes from a combination of federal transportation planning funds (80 percent) and required matching funds (20 percent) from IDOT and local governments.

Each year, the MPO receives two types of federal funds to assist with transportation planning activities that will be undertaken in the upcoming fiscal year. The MPO receives planning (PL) funds from the FHWA and Section 5303 funds from the FTA. Funds are then sub-allocated to Illinois MPOs by IDOT using a formula developed by IDOT and approved by the FHWA and FTA. In FY 2024, IDOT began distributing some of its unspent planning funds to all MPOs as "provisional PL funds." These funds account for approximately 12 percent of planning funds, requiring a 20 percent local match.

Before FY 2023, the MPO did not utilize state match assistance, and all local matches were provided solely by the member jurisdictions. With the passage of the Bipartisan Infrastructure Law on November 15, 2021, SATS's federal allocation was increased by $79,852 (18.2 percent) over the previous year. To ease the financial burden of these jurisdictions, SATS requested state match assistance funds equal to the increase in local funding from a year earlier to ease the financial burden on SATS's member jurisdictions. State match assistance was again requested for FY 2024. In FY 2025, IDOT provided the entire 20 percent match. For FY 2026, SATS returned to utilizing funds from member jurisdictions and state match assistance.

A five-year history of funding is provided in Figure 11.

Figure 11.

SATS Funding Sources, 2022 - 2026						
	2022	**2023**	**2024**	**2025**	**2026**	
Total Federal Funding	**$437,706.64**	**$517,558.95**	**$607,342.20**	**$640,747.84**	**$636,335.52**	Federal planning funds are provided by the FHWA and FTA. Provisional funds are additional FHWA funding awarded by IDOT. They comprise 80% of SATS' annual budget.
Federal (FHWA & FTA)	$437,706.64	$517,558.95	$534,708.01	$554,679.79	$543,205.04	
Provisional (FHWA)	$-	$-	$72,634.19	$86,068.05	$93,130.48	
FHWA	$350,165.31	$414,047.16	$477,033.86	$529,811.88	$511,398.36	
FTA	$87,541.33	$103,511.79	$130,308.34	$110,935.96	$124,937.16	
Total Local Match	**$109,426.66**	**$129,297.41**	**$151,835.55**	**$160,186.96**	**$159,083.88**	A 20% local match is required. Prior to 2023, local funding was solely provided by local jurisdictions.
State Match Assistance	$-	$19,963.08	$42,280.86	$160,186.96	$49,283.88	
County	$39,393.60	$39,334.48	$39,413.71	$-	$39,500.00	
Springfield	$39,393.60	$39,334.48	$39,413.71	$-	$39,500.00	
Chatham	$8,754.13	$8,798.50	$8,816.31	$-	$8,800.00	
SMTD	$21,885.33	$21,866.87	$21,910.96	$-	$22,000.00	
Total	**$547,133.30**	**$646,856.36**	**$759,177.75**	**$800,934.80**	**$795,419.40**	

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Administration of SATS Planning Funds

SATS's planning funds are administered by the SSCRPC, which has established an accounting system based on the work element activities undertaken by staff members. All expenses (salaries and non-salary) are assigned to a specific work element or the indirect costs account. The assignment process is discussed below.

DIRECT COSTS are allocated as follows:

- Salaries are staff time applied directly to an individual work element. Salaries include base wages, paid leave, and fringe benefits (authorized by the Sangamon County Board, including FICA; Medicare; Illinois Municipal Retirement Fund; worker's compensation insurance; health, dental, vision, and life insurance; and the employee assistance program).
- Contractual services related to a specific work element will be treated as a direct cost.
- Other costs that support a specific work element, such as supplies, meetings and dues, travel, publications, and equipment purchases, are also considered direct costs.

INDIRECT COSTS are as follows:

- The provisional indirect cost rate used to prepare this work program is 29.2 percent; the approved rate for the county fiscal year (CFY) 2025, December 1, 2024, through November 30, 2025.
- An Indirect Cost Allocation Plan (ICAP) for CFY 2026, December 1, 2025, through November 30, 2026, is in development and will be submitted to IDOT for approval upon completion.

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Figure 12.

SATS Budget by Line Item					
Account	**Percent of Staff Time**	**PL/FTA**	**State Match**	**Local Contributions**	**Total**
		80%	**6.20%**	**13.80%**	
A. Direct Costs		**$512,754.70**	**$39,738.49**	**$88,450.19**	**$640,943.37**
Staff Costs (Salary, Paid Leave, Benefits)		**$384,972.60**	**$29,835.38**	**$66,407.77**	**$481,215.75**
Senior Planner - Transportation	100%	$89,811.43	$6,960.39	$15,492.47	$112,264.29
Principal Planner - Transportation	100%	$48,438.02	$3,753.95	$8,355.56	$60,547.53
Associate Planner - Transportation	100%	$49,635.54	$3,846.75	$8,562.13	$62,044.43
Associate Planner - Transportation (vacant)	100%	$52,542.04	$4,072.01	$9,063.50	$65,677.55
Executive Director (vacant)	30%	$35,427.40	$2,745.62	$6,111.23	$44,284.25
Planning Specialist	50%	$25,871.66	$2,005.05	$4,462.86	$32,339.57
Administrative Secretary	50%	$17,621.15	$1,365.64	$3,039.65	$22,026.44
Senior Planner - Community Planning, Research, & Technology	40%	$33,469.04	$2,593.85	$5,773.41	$41,836.30
Associate Planner - Community Planning, Research & Technology	30%	$12,678.40	$982.58	$2,187.02	$15,848.00
Senior Planner - Policy Analysis	30%	$19,477.91	$1,509.54	$3,359.94	$24,347.39
Other Direct Costs		**$127,782.10**	**$9,903.11**	**$22,042.41**	**$159,727.62**
Travel		$2,092.80	$162.19	$361.01	$2,616.00
Supplies		$6,899.09	$534.68	$1,190.09	$8,623.86
Contractual Services		$9,400.00	$728.50	$1,621.50	$11,750.00
Consultant		$101,830.21	$7,891.84	$17,565.71	$ 127,287.76
Telecommunications		$1,520.00	$117.80	$262.20	$1,900.00
Other Miscellaneous Costs		$6,040.00	$468.10	$1,041.90	$7,550.00
B. Indirect Costs 29.2%		**$123,580.82**	**$9,577.51**	**$21,317.69**	**$154,476.03**
Total		**$636,335.52**	**$49,316.00**	**$109,767.88**	**$795,419.40**

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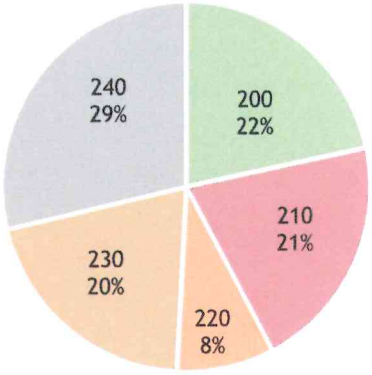
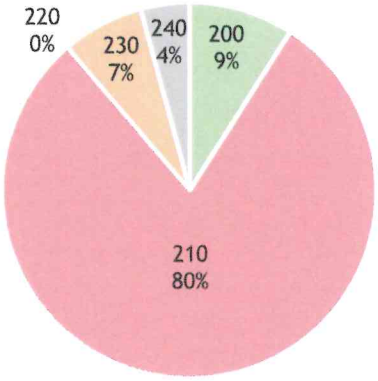
Figure 13.

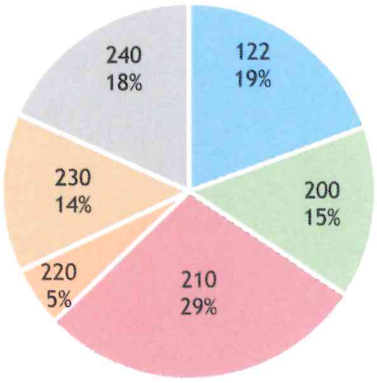
Budget by Work Element							
Budget Category	**122**	**200**	**210**	**220**	**230**	**240**	**Total**
Salaries	$ -	$105,867.47	$ 101,055.31	$38,497.26	$96,243.15	$139,552.57	$481,215.75
Non-Salary Direct	$ -	$ 14,996.00	$127,287.76	$ -	$10,770.00	$ 6,673.86	$159,727.62
Indirect Cost	$154,476.03	$ -	$ -	$ -	$ -	$-	$154,476.03
Total	$154,476.03	$120,863.47	$228,343.07	$38,497.26	$107,013.15	$146,226.43	$795,419.40



Percent of Salaries by Work Element



Percent of Non-Salary Direct Charges per Work Element



Percent of All Expenses by Work Element

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ORDINANCE FACT SHEET

REQUEST FORM NO: 25-44
DATE OF 1ST READING: 8/6/25

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

EMERGENCY PASSAGE: No [X] Yes [ ] If yes, explain justification.

TYPE OF ORDINANCE: SSCRPC agreement **FISCAL IMPACT:** $ 39,500.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE SPRINGFIELD/SANGAMON COUNTY REGIONAL PLANNING COMMISSION FOR THE PERFORMANCE OF TRANSPORTATION WORK UNDER THE UNIFIED PLANNING WORK PROGRAM FOR THE PERIOD COVERING JULY 1, 2025 TO JUNE 30, 2026 IN AN AMOUNT NOT TO EXCEED $39,500.00 (MFT SECTION NO. 25-00300-00-ES) FOR THE OFFICE OF PUBLIC WORKS.

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

CONTRACTOR / VENDOR NAME: Springfield/Sangamon County Regional Planning Commission **VENDOR NO:** 0SPR 5700

CONTRACT TERM: _____ **CONTRACT #** _____ **Change in Scope** Yes [ ] No [ ]

CONTRACT AMOUNT: $39,500.00 (Original amount if change order) | **Change Order #** | **Additional Amount**

Method of Purchase (check one) **Previous Ord #s**

[ ] Low Bid [X] Other: SSCRPC agreement **Is Purchasing Agent approval required?** No [ ] Yes [ ]
[ ] Low Bid Meeting Specs [ ] Exception: _____ **Is Purchasing Agent approval attached?** No [ ] Yes [ ]
[ ] Low Evaluated Bid **Code Provision:** _____

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	STRS	2306	$ 39,500.00
2						
3						
4						

FUNDS CHECK BY: Kristin Winegarden **Date:** 7/17/25
DIRECTOR / SUPERVISOR SIGNATURE **Date:** 15 July 25
CITY PURCHASING AGENT: Michael Lelo **Date:** 7-17-25

COMMENTS

To receive any federal funds for road projects, all municipalities are required to perform certain planning duties through our MPO (Metropolitan Planning Organization) according to Section 134 of Title 23 U.S.C. Our MPO is in the Springfield/Sangamon County Regional Planning Commission (SSCRPC). Our share this year is $39,500.00, which is 6.2% of the total cost estimated at $639,247.95. The type of work they perform is transportation planning work, as directed in the PY 2024 Unified Planning Work Program, a copy of which will be filed in the City Clerk's office.

SIGN OFF:

(Mayor's Signature) GEM

(Director of OBM)

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AN ORDINANCE AUTHORIZING THE EXECUTION OF A FOUR-YEAR AGREEMENT WITH THE INTERNATIONAL UNION OF OPERATING ENGINEERS (IUOE), LOCAL 965 FOR EMPLOYEES WITH THE OFFICE OF PUBLIC WORKS FROM JUNE 1, 2025, THROUGH MAY 31, 2029

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 over the past several months with the International Union of Operating Engineers (IUOE), Local 965, with regard to a collective bargaining agreement for employees with the Office of Public Works; and

WHEREAS, the Parties have agreed to the terms of a four-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 four-year Collective Bargaining Agreement with the International Union of Operating Engineers (IUOE), Local 965, for employees with the Office of Public Works which agreement is effective from June 1, 2025, through May 31, 2029. 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

7-31-25
Office of Corporation Counsel / Date

Operating Engineer 965 Proposal

Last Name	First Name	Seniority Date	Title Long	Current Hourly 6.1.2024	Current Annual	Year 1 P.R. 6.1.2025 HWY 1 $47.74	New Annual
SMITH	DAVID	1/7/1997	MASTER OPERATING ENGINEER	$ 48.7100	$ 101,316.80	$ 49.2400	$ 102,419.20
SETTLES	BRADLEY	12/7/1998	MASTER OPERATING ENGINEER	$ 48.7100	$ 101,316.80	$ 49.2400	$ 102,419.20
BROUGHTON	PHILLIP	5/29/2007	MASTER OPERATING ENGINEER	$ 47.7100	$ 99,236.80	$ 48.2400	$ 100,339.20
SMOCK	WILLIAM	1/3/2012	MASTER OPERATING ENGINEER	$ 47.2100	$ 98,196.80	$ 47.7400	$ 99,299.20
HAUVERSBURK	DUSTIN	8/4/2014	MASTER OPERATING ENGINEER	$ 47.2100	$ 98,196.80	$ 47.7400	$ 99,299.20
FOX	CHARLES	1/4/2016	MASTER OPERATING ENGINEER	$ 47.2100	$ 98,196.80	$ 47.7400	$ 99,299.20
VINSON	DANNELL	1/4/2016	MASTER OPERATING ENGINEER	$ 47.2100	$ 98,196.80	$ 47.7400	$ 99,299.20
LONG	MATTHEW	5/15/2017	MASTER OPERATING ENGINEER	$ 43.1674	$ 89,788.19	$ 47.7400	$ 99,299.20
DAVIS	MARK	5/22/2017	MASTER OPERATING ENGINEER	$ 43.1674	$ 89,788.19	$ 47.7400	$ 99,299.20
SNYDER	RYAN	9/5/2017	MASTER OPERATING ENGINEER	$ 43.1674	$ 89,788.19	$ 47.7400	$ 99,299.20
BROUGHTON	*SEAN*	*7/16/2018*	MASTER OPERATING ENGINEER				
JONES	*CHAD*	*1/13/2020*	MASTER OPERATING ENGINEER				
			MOE Totals		**$ 964,022.18**		**$ 1,000,272.00**

Last Name	First Name	Seniority Date	Title Long	Current Hourly 6.1.2024	Current Annual	Year 1 6.1.2025	New Annual
			SR Operating Engineer's Increase			**$ 2.0000**	
			Operating Engineer's Increase				
BROUGHTON	*SEAN*	*7/16/2018*	SENIOR OPERATING ENGINEER	$ 40.2559	$ 83,732.27	$ 42.2559	$ 87,892.27
JONES	*CHAD*	*1/13/2020*	SENIOR OPERATING ENGINEER	$ 39.6809	$ 82,536.27	$ 41.6809	$ 86,696.27
SMITH	*PAUL*	*7/6/2021*	*OPERATING ENGINEER*	$ 38.7128	$ 80,522.62	$ 40.7128	$ 84,682.62
BURNETT	*DREW*	*8/19/2021*	*OPERATING ENGINEER*	$ 38.7128	$ 80,522.62	$ 40.7128	$ 84,682.62
KMETT	*CHRISTOPHER*	*8/23/2021*	*OPERATING ENGINEER*	$ 38.7128	$ 80,522.62	$ 40.7128	$ 84,682.62
HECKENKAMP	*TRAVIS*	*1/24/2022*	*OPERATING ENGINEER*	$ 38.7128	$ 80,522.62	$ 40.7128	$ 84,682.62
MCCOY	*TODD*	*2/14/2022*	*OPERATING ENGINEER*	$ 38.7128	$ 80,522.62	$ 40.7128	$ 84,682.62
GEIST	*MICHAEL*	*3/1/2022*	*OPERATING ENGINEER*	$ 37.6465	$ 78,304.72	$ 39.6465	$ 82,464.72
DICKERSON	*LANCE*	*9/6/2022*	*OPERATING ENGINEER*	$ 36.5650	$ 76,055.20	$ 38.5650	$ 80,215.20
FARRELL	*MATTHEW*	*2/5/2024*	*OPERATING ENGINEER*	$ 36.5650	$ 76,055.20	$ 38.5650	$ 80,215.20
LOCKHART	*KENNETH*	*2/13/2024*	*OPERATING ENGINEER*	$ 36.5650	$ 76,055.20	$ 38.5650	$ 80,215.20
			SOE/OE Totals		**$ 879,819.41**		**$ 925,579.41**
			Grand Total - All Titles		**$ 1,843,841.58**		**$ 1,925,851.41**
							$ 36,249.82
			MOE New $	**$ 301,768.41**			**$ 45,760.00**
			SOE/OE New $	**$ 572,893.36**			
			Total New $	**$874,661.77**			

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TENATIVE AGREEMENT (TA) SUMMARY
BETWEEN
IUOE 965
AND
THE CITY OF SPRINGFIELD
OFFICE OF PUBLIC WORKS

1. **ARTICLE VIII – Seniority**

    a. **Section 2** – Removal of paragraph 3, regarding 4-year training.

2. **ARTICLE IX – Hours of Work**

    a. **Section 4** – Increase compensatory time maximum from 80 hours to 120 hours.

3. **ARTICLE X – Wages**

    a. Remove "Senior Operator" title and wages.
    b. Operating Engineers receive $2.00 annual wage increase.
    c. New hire rates adjusted to $37.50.
    d. Meal allowance increase from $10 to $15.
    e. Added employees who have demolition certifications to be eligible for assignment pay when demolition work is done.
    f. Removal of safety incentive.

4. **ARTICLE XII – Drug Testing**

    a. Reversion back to prior contract language and inclusion of City's updated Drug and Alcohol policy – Appendix A.

5. **ARTICLE XV – Leaves of Absence** - Add Section: 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).

6. **ARTICLE XVI – General Provisions**

    a. **Section 5** – 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

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such changes made by City Council which are more restrictive than the ordinance shall apply to any bargaining unit member.

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AGREEMENT

BETWEEN

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NUMBER 965

AND

THE CITY OF SPRINGFIELD

OFFICE OF PUBLIC WORKS

JUNE 1, 2025 THROUGH MAY 31, 2029

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AGREEMENT

This AGREEMENT is between the City of Springfield, Illinois, Office of Public Works (hereinafter referred to as the "Employer") and the International Union of Operating Engineers, Local 965 (hereinafter referred to collectively as the "Union").

ARTICLE I - RECOGNITION

Section 1. Recognition.

The Employer recognizes the Union as the sole and exclusive bargaining agent for employees of the Department employed or engaged in operating, erecting, dismantling or repairing machines used in construction and repair work, in loading, unloading and storage of commodities, in sweeping, cleaning and removing debris and snow from streets and roads, and in connection, with tree trimming, sign, sidewalk, and sewer crews, but excluding supervisory, managerial, confidential and office clerical employees.

ARTICLE II - DUES DEDUCTION

Section 1. Voluntary Union Membership.

It is provided that employees voluntarily making application for membership to the Union shall start paying monthly dues and the initiation fee on or after the thirtieth (30th) day following the beginning of employment, and shall then be given 60 days following the signing or the making of application to pay the initiation fee in full.

a) This section shall not preclude the voluntary choice of applicant employees to make partial or whole initiation fee payments at any time during the thirty (30) day period following the beginning of employment with the employer.

b) Nothing contained herein shall preclude the Union from assessing a service charge to all persons who voluntarily utilize the above said facilities of the Union, which amount shall be reasonably related to the pro rata cost of maintaining said facilities.

c) Upon receipt of a voluntarily signed authorization from an employee, the regular dues of the Union and 1% effective June 1, 2008 and an additional 1% effective June 1, 2006 for a total of 2% of an employees gross wages after deductions for health insurance and I.M.R.F. shall be deducted from such employee's pay beginning with the thirtieth (30th) day following employment. This section shall not apply to earned leave upon retirement.

The Employer shall deduct the amount designated as monthly union dues from the check due the employee on the first pay period of each month, and pay the same monthly the same to LOCAL UNION 965 of the INTERNATIONAL UNION OF OPERATING ENGINEERS.

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Section 2. 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.

Section 3. Indemnification.

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 III - NON-DISCRIMINATION

Section 1. Prohibition Against Discrimination.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without unlawful discrimination as to the age, sex, marital status, race, color, creed, national origin, political affiliation (or lack thereof) or physical or mental handicap. 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 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.

Section 4. Americans with Disabilities Act.

The Employer and the Union will make a concerted effort to comply with all requirements of the Americans with Disabilities Act.

ARTICLE IV - GRIEVANCE PROCEDURE

Section 1. Definition.

A grievance is any difference of opinion or dispute between the Union or an employee or group of employees covered by this Agreement and the Employer which concerns the meaning, interpretation or application of the express provisions of this Agreement.

Section 2. Procedure.

Any grievance filed under this Agreement shall be processed in accord with the following procedure:

Step 1. Any employee covered by this Agreement who has a grievance shall discuss the matter with the Steward who shall then present it verbally to the Operations Coordinator. The Operations Coordinator shall answer the grievance verbally within three (3) working days after the grievance was presented.

Step 2. If the grievance is not settled in Step 1 and the Union wishes to Appeal the grievance to Step 2 of the Procedure, it shall reduce the grievance to writing and present it to the Director within five (5) working days after the Operations Coordinator's verbal answer in Step 1. The written grievance shall state all the pertinent facts relating to the alleged dispute, refer to the specific provision or provisions of the Agreement alleged to have been violated and state specifically what remedy is being sought. The Director shall answer the grievance in writing within five (5) working days following the meeting.

Arbitration

In the event the grievance is not resolved at Step 2 and the grievance concerns the application, meaning or interpretation of the express terms of this Agreement, the Union may appeal the grievance to binding arbitration within ten (10) working days after the Employer's answer in Step 2 is due. The parties shall request the Federal Mediation and Conciliation Service (FMCS) to supply a list of seven (7) arbitrators. The request shall specify that the panel shall be composed only of arbitrators who are members of the National Academy of Arbitrators and who reside in the Midwest area. Nothing contained herein shall preclude the parties from meeting at any time after the list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the grievance.

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The parties shall alternately strike the names of three arbitrators, with the Union having the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one panel of arbitrators. The arbitrator shall be notified of his selection by a joint letter from the Employer and Union, requesting that he set a date and time for the hearing, subject to the availability of the Employer and Union representatives.

All hearings shall be held in Springfield, Illinois unless the parties mutually agree otherwise.

Nothing in the foregoing shall preclude the City and the Union from mutually agreeing to an "expedited arbitration" process. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to hear the merits of the dispute.

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 submitted to him and, if a violation of the terms of this Agreement is found, shall fashion an appropriate remedy. The arbitrator shall have no authority to grant relief for any period prior to the occurrence of the events giving rise to the filing of the grievance.

The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of Federal or State laws or rules and regulations having the force and effect of such laws. The arbitrator shall be requested to submit in writing his decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. A decision rendered consistent with the terms of this Agreement shall be final and binding.

The fee and expenses of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses, and for purchasing its own copy of the written transcript.

Section 3. Time Limits.

No grievance shall be processed unless it is submitted within ten (10) working days after the employee concerned or the Union became or should have become aware of the occurrence of the event giving rise to the alleged grievance. In the case of a disciplinary suspension, no grievance shall be processed unless it is submitted by the end of the day after the disciplinary suspension is imposed. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer fails to answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limits in each Step may be extended by written agreement of the Employer and the Union representatives involved in each Step.

Section 4. Civil Service Commission -Election of Remedies.

The members of this unit covered by this Agreement are classified employees for the purpose of Civil Service administration for the City of Springfield. As classified employees, the members are accorded certain rights regarding review of disciplinary action, demotions or layoffs, such matters possibly being a subject for the grievance procedure included in this Agreement. In those instances in which a member has elected to pursue his rights through procedures established by the Civil Service Co1mnission of the City of Springfield, the subject matter of that action shall not be basis for any grievance under the provisions of this Agreement. If a member initially files a grievance and subsequently elects to pursue redress or other relief through Civil Service procedures, the grievance procedure shall no longer apply to the subject matter raised and be suspended, and the grievance dismissed. When a member so elects to utilize Civil Service procedures, this procedure shall be the exclusive means by which redress or relief is sought or an issue is resolved on any matter which may initially be eligible to be a subject of a grievance. If a member initially elects to utilize Civil Service procedures and subsequently decides to avail himself to the grievance procedure hereunder, such member must effectively secure a termination of Civil Service procedures and also file a grievance in the time frame provided in this Agreement for the filing of grievances.

ARTICLE V - 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. Removal of Discipline.

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 five (5) years.

ARTICLE VI - NO-STRIKE AND NO LOCKOUT

Section 1. No Strike.

During the term of this Agreement, neither the Union, its officers or agents or any employee will instigate, aid, promote, condone or engage in any strikes, work stoppages, slowdowns, mass resignations or absenteeism, or similar illegal activity.

Section 2. No Lockout.

The Employer will not, during the term of the Agreement, lock out any employees as a result of a labor dispute with the Union.

Section 3. Employer Rights.

The Employer retains the right to discipline, up to and including discharge, any employee

violating Section 1 of this Article.

ARTICLE VII - MANAGEMENT RIGHTS

It is recognized that the Employer retains the right and responsibility to direct its affairs in all its various aspects except as modified by the expressed written terms of this Agreement. Among the rights retained by the Employer is the right to plan, direct and control all the operations and services of the City of Springfield; 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, included, 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 locate or transfer work and maintain efficiency.

ARTICLE VIII - SENIORITY

Section 1. Probationary Period.

The City shall have the unlimited right to discipline and discharge any employees during the first 365 days of continuous employment which shall be considered a probationary period.

Section 2. Application of Seniority.

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 and the piece of equipment with the Employer, provided that at all times the Employer has available sufficient employees with the ability and qualifications required to perform the work to be assigned.

In terms of job assignments: Employees will be assigned to the piece of equipment to which he/she normally is assigned, provided that the Employer has determined that the equipment is required to perform the work. Exceptions to this, are demonstrated emergency situations, training modalities (agreed to by the Union in advance), and when available operators are not qualified. Long term vacancies shall be filled through a bidding process with the most senior qualified operator being given preference. For assignments at the beginning of the work day, short term vacancies will be filled with the least senior qualified available operator who is unassigned to a piece of equipment.

ARTICLE IX - HOURS OF WORK

Section 1. No Guarantee or Limitation.

This article shall not be construed as a guarantee or limitation on the number of hours per day or work week. The regular hours of work each day shall be consecutive except that they may be

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interrupted by a meal period. If any other bargaining unit refuses to work, this provision will not be held against Operating Engineers Local 965.

Section 2. Work Day and Work Week.

Eight (8) consecutive hours shall constitute a work shift in any one twenty-four hour period from Monday through Friday, and shall include one (1) paid lunch period of thirty minutes. Lunch period shall be from 11:00-11:30, except in an emergency. Forty hours shall constitute a work week. The City may establish another regular work week for a minimum number of individuals or crews.

Section 3. Starting Time.

The normal starting time shall be 7:00 a.m. However, in order to meet seasonal conditions or special conditions specified by the awarding authority(ies), the starting time may be changed on a weekly basis to between 6:00 a.m. and 8:00 a.m. with prior notice to the job steward and forty-eight (48) hours notice to the employee(s).

Section 4. Overtime Payment.

Employees shall receive one and one-half (1 1/2) times their regular rate of pay for all hours worked in excess of eight (8) in any workday. An employee may elect 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 one hour increments, at the beginning or end of the work day, 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 May 31 of each year.

An employee scheduled to work on a holiday shall receive double time pay for all hours worked plus holiday pay. An employee scheduled to work on a Sunday shall receive time and one-half pay for all hours worked.

An employee scheduled to work on a sixth consecutive work day in any work week shall in any event receive time and one-half pay for all hours worked on such day and an employee scheduled to work on a seventh consecutive work day in any work week shall in any event receive double time pay for all hours worked on such day.

Section 5. Overtime Rotation.

All overtime shall be equally and impartially divided among all employees doing the same class of work, insofar as practical.

Section 6. Call In/Call Back Pay.

An employee called back to work after completing his regular shift shall receive a minimum of four (4) hours work at time and one-half. Any employee called in to work on a Sunday shall receive not less than four (4) hours work at double time rate of pay. Any employee called in to work on a holiday shall receive not less than four (4) hours work at the double time rate of pay.

If the overtime assignment is completed in less than four (4) hours, the Employer will not require the employee to work the entire four (4) hours by assigning extra non-essential work. However, if a second emergency occurs during this four (4) hour period, the employee will address the second emergency and this will not be considered a second call-back.

Any employee, however, who is called in to work that extends into his next regular work shift, shall receive time and one-half for the actual hours worked up to his starting time with a minimum of two (2) hours at time and one-half.

Section 7. Pre-Arranged Work.

Pre-arranged work outside the regular work shift shall be paid at one and one-half (1 1/2) times the regular rate when notification is give four (4) working hours in advance and no minimum call in pay will be required. Four (4) working hours constitutes sufficient time to classify overtime as being pre-arranged. Any hours worked in excess of sixteen (16) consecutive hours shall be at the double time rate. If an employee is required to stay over after the end of the regular shift, he shall be guaranteed a minimum of two (2) hours at the overtime rate.

ARTICLE X - HOURLY WAGE RATES AND COMPENSATION

Section 1. Hourly Wage Rates.

	6/1/2025	6/1/2026	6/1/2027	6/1/2028
Master Operator	PR	PR	PR	PR
Operating Engineer	+ $2.00	+ $2.00	+ $2.00	+ $2.00

Effective May 1, 2020, new hires hired into the bargaining unit shall only hold the title of Operating Engineer throughout their employment with the City. New hire rates for Operating Engineers, effective June 1, 2025, shall be $37.50, with an annual adjustment based on the amount of increase of the prevailing wage rates as certified by the Illinois Department of Labor for Sangamon County. For example, if the prevailing wage rate for operating engineers increases from $47.30 to $47.80 the following year, the new hire rate would be adjusted from $37.50 to $38.00, because the amount of increase to the prevailing wage rate would be $0.50. Longevity pay shall still apply to any new hires when the employee becomes eligible.

Section 2. Temporary Employees.

Operating Engineers employed on a temporary basis shall receive the prevailing rate as certified by the Illinois Department of Labor for Sangamon County or the hourly wage rate set forth in this Agreement, whichever is less. The Employer will make contributions to the union-sponsored

Pension, Health and Welfare Funds and Training according to the rates established by the Illinois Department of Labor for Sangamon County. Effective September 1, 2005, Operating Engineers employed on a temporary basis shall be acquired through the referral procedure of the Union and shall be covered by the te1ms and conditions of this Agreement except for the following: Article XIII, Holidays, Article XIV, Vacations, Article XV, Leaves of Absence, Article XVI, Group Insurance and Article XVII, General Provision, Section 1. Tool and Uniform Allowance. 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 service. Full time employees shall have preference to machine assignments before temporary employees.

Section 3. Meal Allowance.

In emergencies, (snow, wind storms, etc.) meals will be furnished by the Employer not to exceed $15.00 for each man required to work over ten (10) hours. A second meal allowance of $15.00 will be furnished by the Employer after an employee works continuously for more than twenty (20) hours.

Section 4. Shift Bonus.

Employees assigned to regularly scheduled 3:00 p.m. to 11:00 p.m. and the 11:00 p.m. to 7:00 a.m. shifts shall receive a shift bonus in the amount of $.75 per hour, effective June 1, 2005. Employees assigned to temporary 3:00 p.m. to 11:00 p.m. and the 11:00 p.m. to 7:00 a.m. shifts for the purpose of snow removal and other emergencies shall receive shift bonus in the amount of $.75 per hour.

Applicable shift bonus pay shall apply to employee's rate for the purposes of computing overtime. The phrase "assigned to a temporary shift," means notification of such assignment prior to the end of an employee's regularly scheduled shift.

Shift bonus shall apply only for shifts worked and not for sick pay, vacation pay, holiday pay, personal business day, funeral leave or any other pay for time not actually worked.

Section 5. Assignment Pay.

Employees that are required to obtain a chemical application license or certifications for demolitions shall receive an additional $1.00 per hour for all hours worked. The additional $1.00 shall only be in effect while chemical application or demolition work is done.

Section 6. No Pyramiding.

Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

Section 7. Retroactive Pay.

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.

Section 8. Longevity.

Employees, who have completed 15 years or more in Local 965 while employed with the City, shall have $.50 added to their base wage effective the first day of the month following the completion of said years of service. Employee who have completed 20 years or more in Local 965 while employed with the city, shall have an additional $.50 added to their base wage for a total of $1.00 effective the first day of the month following the completion of said years of service. Employee who have completed 25 years or more in Local 965 while employed with the city, shall have an additional $.50 added to their base wage for a total of $1.50 effective the first day of the month following the completion of said years of service.

Section 9. Direct Deposit.

Effective upon the ratification of the 2017 contract, employees pay shall be made via direct deposit to an institution of the employees' choosing.

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. Recall shall be according to inverse order of their layoff.

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 - DRUG TESTING

Effective June 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 hereto as Appendix A and set forth below. 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:

> 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).
>
> 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.
>
> Third Offense- The employee will be terminated.

If an alcohol test results in an alcohol concentration of .04 or greater:

> 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
>
> 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:

> 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.
>
> 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 XIII - HOLIDAYS

Section 1. Number of Holidays.

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Good Friday
Memorial Day
Labor Day
Veteran's Day
Thanksgiving Day
Day Following Thanksgiving
Christmas Day

Juneteenth	Day before or after Christmas (as designated
Independence Day	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.

Section 2. Holiday Pay.

For each holiday not worked, an eligible employee shall receive eight (8) hours pay at this regular straight-time hourly rate.

Section 3. Pay for Holiday Worked.

An employee who works on a holiday shall receive double time pay for all hours worked plus holiday pay.

Section 4. Eligibility.

In order to be eligible for holiday pay or time off under the provisions of this Article, the employee must have worked the scheduled day before and after the designated holiday or have been paid vacation, personal or sick leave (with verification) for such days.

ARTICLE XIV - VACATIONS

Section 1. Amount of Vacation.

All full-time employees shall be granted vacations with pay. All vacation shall be earned or accrued on a monthly basis. Monthly accrual units will be earned on the day of the month marking the employees' hire-in date.

Monthly accrual units earned upon successful completion of a month's service are as follows:

1) Month 1 through month 60 - .83 unit per month (0-5 years)
2) Month 61 through 180 - 1.25 unit per month (5-15 years)
3) Month 181 through month 240 - 1.67 unit per month (15-20 years)
4) Month 241 through month 300 - 1.83 unit per month (20-25 years)
5) Month 301 and thereafter - 2.08 unit per month (25+)

An employee will earn and accrue vacation during his initial six (6) months of employment; but will not be allowed to take any vacation until the successful completion of six (6) months of service.

Section 2. Vacation Preference.

Seniority shall determine preference when choosing vacations. No more than two (2) employees

in the Department may be granted vacations at the same time. The Operations Coordinator shall respond to all vacation requests within forty-eight (48) hours.

Vacation time may be taken in an emergency if the Operations Coordinator or his designee is notified prior to 7:00 a.m. Said emergency shall be mutually recognized by the Employer and employee.

The Employer shall definitely, for purposes of mutual recognition, take into account any misuse of this provision. The Employer reserves the right to require verification of the emergency situation.

Section 3. Vacation Pay-Off.

Employees with at least twelve (12) months continuous service who retire or resign from the service of the Employer shall be compensated at their straight time hourly rate for unused vacation leave at the time of separation provided two (2) weeks prior notice is afforded the Employer in writing. If said notification is not provided, the employee shall not be entitled to any pay for accumulated vacation time. In the event of an employee's death, the estate shall receive such unused vacation pay. In no case will any probationary employee or any employee discharged for cause be compensated for unused vacation.

Section 4. Accrual of Vacation Leave.

Vacation leave will not accrue during unpaid leave or disciplinary suspension of thirty (30) days or more.

ARTICLE XV - LEAVES OF ABSENCE

Section 1. Sick Leave.

Sick leave shall accumulate for employees and be compensable in the manner provided for by the City Code. However, payment for accrued sick leave upon retirement or death shall be for a maximum of 150 days. Additionally, sick leave shall not accrue during unpaid leave or disciplinary suspension of thirty (30) days or more.

The above benefits shall not be available to employees who quit or who are discharged, or for new hires hired on or after June 1, 2014.

After three (3) consecutive scheduled workdays taken as sick days, the employee shall furnish a doctor's certificate before payment shall be made to the employee as provided in the foregoing situations. Medical verification of illness may also be required after seven (7) sick days have been used in a calendar year. Sick benefits shall be paid at the employee's regular rate of pay exclusive of shift bonus or other premium. All requests for sick time must be made prior to the start of the employee's shift.

An employee who does not use more than one (1) sick day during a calendar year shall receive

two (2) personal bonus days. Employees who have accrued ninety (90) days or more sick leave prior to a calendar year and do not use any sick leave or are not absent without pay during a current calendar year shall be granted a total of five (5) days leave with pay. Said personal bonus days shall be awarded at the beginning of the next calendar year and must be used by the end of that calendar year. The above benefits shall not be available to employees who quit who are discharged. Effective June 1, 2014, sick days used under FMLA will count for the purpose of determining an employee's eligibility for additional bonus days.

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 annual training sessions not to exceed fifteen (15) calendar days provided that notice is given not less than thirty (30) days before the first day of absence. During annual training, the Employer will pay that portion of the employee's salary not paid by the reserve unit.

Section 3. On the Job Injury.

Any person injured on the job shall be paid in accordance with the applicable section of the Workers' Compensation Laws, and the disability portion of the Illinois Municipal Retirement Fund. They will be paid full time for the day of injury. Employees who become eligible for workers' compensation benefits on or after June l, 2014, shall not accrue benefit time while receiving workers' compensation benefits, unless specifically awarded pursuant to the Workers' Compensation Act, Award, or Settlement.

Section 4. Personal Leave.

In addition to leave authorized above, the Director may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed ten (10) working days in any calendar year.

Section 5. Special Leave.

The Employer may authorize special leaves of absence with or without pay for any period or periods not to exceed three (3) calendar months in any one calendar year for the following purposes: attendance at college, university or business school, for the purpose of training in subjects relating to the work of the employee and which will benefit the employee and the City service, urgent personal business requiring employee's attention of an extended period such as settling estates, liquidating a business, serving on a jury and attending court as a witness and for purposes other than the above that are deemed beneficial to the City service.

Section 6. Training and Education Leave.

The City Council, upon the recommendation of the appropriate City Director may grant leaves of absence with or without pay in excess of the limitations above for the purpose of attending extended courses of training at a recognized university or college and for other purposes that are

deemed beneficial to the City service.

Section 7. Personal Business Day.

Employees, other than seasonal or temporary employees, shall be allowed two (2) personal business days with pay for the first year of this Agreement. Effective June 1, 1992, employees shall be allowed three (3) personal business days with pay each year. Such personal business days may be used for any personal reason of the employee. Personal days may not be accumulated nor carried over from one contract year to the next. A personal day off should be scheduled in advance with the Operations Coordinator whenever possible and may be denied if insufficient employees would, in the judgment of the Operations Coordinator, be available to meet the operating needs of the Employer. No employee who terminates dies or retires shall be eligible for payment for an unused personal business day. Personal days for new employees will not accrue until they have worked twelve (12) months.

Up to four (4) hours of personal leave per year may be used in one (1) hour increments subject to operational requirements and approval by the Operations Coordinator.

Section 8. Authorized and Unauthorized Leave.

An employee who is absent from duty shall report the reason therefore to his supervisor. Any employee, after notifying his supervisor prior to the start of his shift and reporting within one hour after designated starting time, shall have his pay reduced by one-half or one hour, as applicable. An employee shall be allowed to report more than one hour after designated starting time only with permission of his supervisor. All unauthorized and unreported absences shall be considered as without leave and deduction of pay shall be made. Such absence without leave shall also be grounds for disciplinary action.

Section 9. Funeral Leave.

In the event of a death in the immediate family of an employee (defined as spouse, parents, children, including adopted and step children, brother and sister, stepmother, stepfather, stepsister, stepbrother, grandmother, grandfather, grandchildren, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law, mother-in-law, or legal guardian), the employee shall be granted up to three (3) consecutive work days leave of absence per occurrence without loss of pay to make necessary arrangements and to attend funeral services. Employees shall be granted one (1) work day without loss of pay to attend funeral services for the employee's Aunt or Uncle who was a blood relation. In addition, up to two (2) sick days may be used to supplement a funeral leave provided that any funeral leave shall not exceed five (5) consecutive working days per occurrence. The use of such sick leave in conjunction with funeral leave shall not be taken into consideration for purposes of determining the number of sick days used per year or eligibility for the sick leave bonus. If the Employer has reason to suspect abuse, the Employer may require satisfactory evidence of the need for such absence.

Section 10. 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 XVI - GROUP HEALTH INSURANCE

Section 1. Group Health Insurance Plan.

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.

Section 2. Non-Duplication of Benefits.

In the event any employee or dependent is entitled to benefits under any employee group insurance plan or Employer's self-insurance plan providing benefits similar or identical to this Agreement, the benefits that would be payable under this group health insurance shall be reduced by the amount necessary, if any, so that the sum of all benefits payable under this group health insurance and under any other plan shall not exceed the necessary, reasonable and customary expenses for surgical services rendered, and for other services rendered, shall not exceed the amount provided for under this program. If the said other plan contains a provision for non-duplication of benefits, the plan or program insuring the individual as an employee (as distinguished from a dependent) will be considered primary, and in the case of children, the plan or program insuring the father will be considered primary.

Section 3. Miscellaneous.

The failure of any insurance cani.er to provide any benefit contracted for shall neither create nor impose any liability upon the Employer or the Union, either under this Agreement or otherwise.

ARTICLE XVII - GENERAL PROVISIONS

Section 1. Protective Equipment and Clothing.

Itis the intent of the Employer to provide necessary protective equipment/clothing to the employee for work duties. These items include raincoats, rain boots, gloves and summer/winter issue uniforms.

All employees, excluding mechanics, covered under this Agreement shall be required to furnish and wear the following work 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).

Any other clothing items or apparel must be worn if furnished by the City. All clothing must be in original conditions without alterations (i.e., shorts, cutoff jeans or cutoff sleeves are unacceptable; printing or writing on clothing is unacceptable).

Mechanic employee uniform rental shall be paid in full by the Employer. Mechanics shall also receive six (6) cotton pocket T-shirts, with or without sleeves as designed by the employee, by the end of April each year. All employees covered under this Agreement shall be required to furnish and wear safety boots with steel toed reinforcement, and Carhartt (or equivalent) coveralls as winter and/or protective wear. The City will compensate mechanics $200.00 on 6/1/2008 and $225.00 on 6/1/2009 per year for these items.

Uniforms and other wearing apparel supplied by the City shall not be altered in any manner without prior written approval of the Operations Coordinator.

Employees, except for mechanics, shall be required to furnish and wear safety boots with steel toed reinforcement, and Carhartt (or equivalent) coveralls as winter and/or protective wear. The City will compensate employees $400.00 per year for these items.

The employer understands that due to the nature of certain required duties, certain protective equipment/clothing may heed to be replaced on an as needed basis. These instances will be resolved by the Employer and Union as they may arise. Safety lens shall be replaced on an "as needed" basis up to a maximum of two hundred dollars ($200.00) per year. In instances where items were misused or found being used for other than work purposes, replacement may be denied. Employees on any continuous leaves of absence for longer than three (3) months in a contract year shall have the above allowances pro-rated accordingly.

Section 2. Severe Weather.

Men shall not be required to work outside in severe cold, storm, or rainy weather without proper protection against every element of the weather to carry on regular continuous service. The decision whether or not employees in the bargaining unit will work will be made by the judgement of the Operations Coordinator upon conferring with the shop steward.

Section 3. Tool Rental.

In lieu of previous annual lump sum payments, tool rental shall be included in the base wage for mechanics. Tools which are lost or damaged due to fire or theft will be replaced or repaired by the Employer without cost to the employee, provided such loss was not due to mechanic negligence.

Section 4. Commercial Drivers' License.

All employees are required to obtain a Commercial Drivers' License (CDL). The employee's first written test may be taken during working hours without loss of pay. Any road test that may be required can be taken during regular work hours in a City owned vehicle. Employees will be reimbursed the difference in cost between a CDL and Class D license. Such reimbursement shall be made only after the employee has provided proof of renewal.

Failure to report the loss of a CDL and/or Driver's License will result in termination of employment.

The Union agrees that a minimum of 75% of the bargaining unit will maintain a CDL. However, because the Employer recognizes the bargaining unit employees as safety sensitive, all employees will be subject to the CDL drug and alcohol testing policy.

If there are less than 75% of the bargaining unit members without a CDL, employees who have lost their CDL and/or Driver's License will be temporarily reassigned and will be paid $1.00 less per hour for a period up to one month. The least senior employee without a CDL must obtain a CDL within the one month period or that employee will be discharged.

Operating a City vehicle on a revoked or suspended driver's license shall be grounds for immediate dismissal.

Section 5. Residency.

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 current 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 Council which are more restrictive than the ordinance shall apply to any bargaining unit member.

Section 6. GPS Equipped Vehicles.

Any vehicle or equipment owned by the City of Springfield that is equipped with OPS monitoring and utilized by any employee covered by this agreement shall be notified prior to use of that vehicle or piece of equipment.

ARTICLE XVIII - SUBCONTRACTING

It is the general policy of the Employer to utilize its employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary for reasons including economy, improved work product or lack of skills. Before the Employer contracts out work previously performed by bargaining unit employees, except in emergencies, the Employer will notify the Union at least ten (10) calendar days prior to awarding the contract and offer the Union an opportunity to discuss and participate in considerations over the desirability of such subcontracting of work to afford the employees an opportunity to offer suggestions on a more feasible or economic alternative to subcontracting the work. These discussions shall include means by which to minimize the impact of such on employee if there is any subcontracting of bargaining unit work.

ARTICLE XIX - SAVINGS PROVISIONS - PARTIAL INVALIDITY

Section 1. Savings Provision.

None of the foregoing shall be construed as requiring either party to do anything inconsistent with federal or state law, or City Ordinance or the final order or decree of judgement of any court having jurisdiction over the parties.

Section 2. Partial Invalidity.

If any provision of this Agreement should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE XX - ENTIRE AGREEMENT

Section 1. Entire Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2. Amendment.

This Agreement may be amended by the mutual written agreement of the parties and will then become part of this Agreement.

ARTICLE XXI - TERMINATION

This Agreement shall be effective as of the 1st day of June 2025, and shall remain in full force and effect until the 31st day of May 2029. 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.

The Agreement cannot and does not supersede or control over any Ordinance or Statute whenever adopted unless this Agreement is ratified by the City Council.

IN WITNESS WHEREOF, the parties have executed this Agreement the _____ day of _____, 2025.

For the City of Springfield:

_____ Date: _____
Mayor Misty Buscher

For IUOE Local 965:

_____ Date: _____
Jason Rhoades, Business Manager

2025-315

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. <u>Pre-Employment</u>

All applicants for positions covered by this policy, shall undergo drug testing after receiving a conditional offer of employment. Receipt by the City of Springfield of a negative test result is required prior to employment. A positive drug test will disqualify an applicant for employment. All medical examinations administered by the City of Springfield shall include a drug test.

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).

b. <u>All Employees</u>

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.

For the purposes of this Policy, reasonable suspicion means a belief based on objective facts sufficient to lead a reasonable prudent person to find that an employee is using, or has used, drugs or alcohol in violation of this Policy. Such a suspicion shall be drawn from specific, objective facts and reasonable inferences drawn from those facts in light of experience.

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:

1. Observable phenomena, such as direct observation of drug or alcohol use, the presence of the odor of drugs or alcohol on or about the employee and/or the physical symptoms or manifestations of being under the influence of drugs or alcohol;

2. Abnormal conduct or erratic behavior;

3. Excessive unexcused absenteeism, tardiness, or deterioration in work performance;

4. Slurred speech or unsteady walking or movement;

5. Illegal possession of drugs or controlled substances or an arrest for violation of a drug statute;

6. Evidence of the manufacture, distribution, dispensing, possession or use of controlled substances, drugs, or other prohibited substances whether on or off duty.

7. 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.

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

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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 actives 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

ORDINANCE FACT SHEET

DATE OF 1st READING: August 6, 2025

CONTACT PERSON: Nicholas Correll

OFFICE REQUESTING: Human Resources

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 WORKS AND INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL UNION 965 EFFECTIVE JUNE 1, 2025 THROUGH MAY 31, 2029.

CONTRACTOR / VENDOR NAME: _____ **VENDOR NO:** _____

CONTRACT TERM: 6/1/2025 - 5/31/2029 **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						See Attached
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 May 31, 2025 with IUOE L965 with the Office of Public Works. This is a new collective bargaining agreement for a four (4) year term. This agreement has been voted on and approved by the Union.

FUNDS CHECK BY: Egizii, Jeff Digitally signed by Egizii, Jeff Date: 2025.07.09 08:05:16 -05'00' **Date:** _____

DIRECTOR / SUPERVISOR: **Date:** 7 Sep 25

CITY PURCHASING AGENT: **Date:** _____

SIGN OFF: _____ Ramona Metzger Digitally signed by Ramona Metzger Date: 2025.07.10 15:18:31 -05'00'

(Mayor's Signature) (Director of OBM)

The information supplied on this form is not confidential information.

2025-315

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES AND THE CITY OF SPRINGFIELD FOR ACCESS TO AND MAINTENANCE OF THE TUNNELS UNDER THE OLD STATE CAPITOL, FOR THE OFFICE OF PUBLIC WORKS

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

WHEREAS, the City 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, Article VII, Section 10 of the Illinois Constitution of 1970 and Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*,) provide that units of local government may contract or otherwise associate among themselves to obtain or share services; and

WHEREAS, IDNR is responsible for managing, conserving, and protecting Illinois' natural, recreational and cultural resources, furthering the public's understanding and appreciation of those resources, and promoting the education, scientific understanding, and public safety of Illinois' natural resources for present and future generations; and

WHEREAS, IDNR has the statutory authority to take measures that are necessary for the maintenance of the State of Illinois' Historic Sites, including specifically the Old State Capitol, an historic building IDNR owns. (20 ILCS 3405/16); and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220) and the Constitution of the State of Illinois (Article 7, Paragraph 10) permit State agencies and governmental units to cooperate together in the performance of their responsibilities by contracts and other agreements; and

WHEREAS, City is a city of the state of Illinois and was incorporated pursuant to the Illinois Municipal Code. (65 ILCS 5/2-2); and

WHEREAS, the Parties have determined that it is in the best interest of the State of Illinois that the City allows IDNR to access, use, maintain and improve, if necessary, the tunnels which the City owns, and which are located under the Old State Capitol. (The tunnels connect the Plaza, also City property, to the parking garage and the Old State Capitol); and

WHEREAS, the Parties wish to enter into this Agreement to allow IDNR to access, use, maintain and improve, if necessary, the tunnels for the benefit of the residents of Springfield, the community and the many thousands of tourists, within and without Illinois, that come to visit, tour, see and enjoy the Old State Capitol; and

WHEREAS, City will allow IDNR to access, use, maintain and improve, if necessary, the tunnels (hereinafter the "Premises"), as described below:

The Premises shall consist of the four pedestrian tunnels, stairways, and elevators from the State underground parking facility in the Old Capitol Square in Springfield, Illinois (also known as the Parking Garage), the first tunnel originating on the upper level of the two level parking structure and generally proceeding eastward beneath Sixth Street to a location generally in the center of the block on the east side of Sixth Street and north of the existing alley; the second tunnel originating on the upper level (approximately 15 feet below the street level) and proceeding generally northward beneath Washington Street to terminate approximately in the center of the block on the north side of Washington Street; and the third tunnel originating; on the upper level of the underground parking facility and moving westward beneath Fifth Street to terminate approximately in the center of the block on the westside of Fifth Street and south of the existing alley, and the fourth tunnel originating on the upper level proceeding generally southward under Adams Plaza to include the elevators to the street level." (See Exhibit "A".); and

WHEREAS, a copy of the Intergovernmental Agreement shall be on file in the Office of the City Clerk.

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

Section 1: That the City Council hereby authorizes execution of an Intergovernmental Cooperation Agreement with the Illinois Department of Natural Resources and the City of Springfield to access, use, maintain and improve the pedestrian tunnels and access areas to the parking underneath the Old State Capitol, which IDNR owns and maintains as described herein Exhibit A. The Mayor and City Clerk are authorized to execute any necessary documents on behalf of the City of Springfield.

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

PASSED:_____**, 2025**

RECORDED: _____**, 2025**

ATTEST:_____
City Clerk Charles L. Redpath Sr.

Requested by: Mayor Misty Buscher

SIGNED:_____**, 2025**

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

7-30-25
Office of Corporation Counsel / Date

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
ILLINOIS DEPARTMENT OF NATURAL RESOURCES
AND
THE CITY OF SPRINGFIELD, ILLINOIS, FOR THE ACCESS TO/
MAINTENANCE OF THE TUNNELS UNDER THE OLD STATE CAPITOL

This Intergovernmental Agreement (hereinafter "Agreement') is entered into the _____ day of _____, 20__ between the **Illinois Department of Natural Resources** (hereinafter "IDNR") and the **City of Springfield,** a unit of local government of the State of Illinois (hereinafter "City"). The effective date of this Agreement shall be the date the last signature is affixed to same. IDNR and the City may be referred to as the "Parties" in the plural or as a "Party" in the singular.

RECITALS:

WHEREAS, IDNR is responsible for managing, conserving, and protecting Illinois' natural, recreational and cultural resources, furthering the public's understanding and appreciation of those resources, and promoting the education, scientific understanding, and public safety of Illinois' natural resources for present and future generations; and

WHEREAS, IDNR has the statutory authority to take measures that are necessary for the maintenance of the State of Illinois' Historic Sites, including specifically the Old State Capitol, an historic building IDNR owns. (20 ILCS 3405/16); and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220) and the Constitution of the State of Illinois (Article 7, Paragraph 10) permit State agencies and governmental units to cooperate together in the performance of their responsibilities by contracts and other agreements; and

WHEREAS, City is a city of the state of Illinois and was incorporated pursuant to the Illinois Municipal Code. (65 ILCS 5/2-2); and

WHEREAS, the Parties have determined that it is in the best interest of the state of Illinois that City allow IDNR to access, use, maintain and improve, if necessary, the tunnels which the City owns and which are located under the Old State Capitol. (The tunnels connect the Plaza, also City property, to the Parking Garage and the Old State Capitol; and

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WHEREAS, the Parties wish to enter into this Agreement to allow IDNR to access, use, maintain and improve, if necessary, the tunnels for the benefit of the residents of Springfield, the community and the many thousands of tourists, within and without Illinois, that come to visit, tour, see and enjoy the Old State Capitol; and

WHEREAS, City will, in fact, allow IDNR to access, use, maintain and improve, if necessary, the tunnels (hereinafter the "Premises"), as described below:

> The Premises shall consist of the four pedestrian tunnels, stairways, and elevators from the State underground parking facility in the Old Capitol Square in Springfield, Illinois (also known as the Parking Garage), the first tunnel originating on the upper level of the two level parking structure and generally proceeding eastward beneath Sixth Street to a location generally in the center of the block on the east side of Sixth Street and north of the existing alley; the second tunnel originating on the upper level (approximately 15 feet below the street level) and proceeding generally northward beneath Washington Street to terminate approximately in the center of the block on the north side of Washington Street; and the third tunnel originating; on the upper level of the underground parking facility and moving westward beneath Fifth Street to terminate approximately in the center of the block on the westside of Fifth Street and south of the existing alley, and the fourth tunnel originating on the upper level proceeding generally southward under Adams Plaza to include the elevators to the street level." **(*See* Exhibit "A".)**; and

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, and in the spirit of intergovernmental cooperation, the IDNR and City agree as follows:

AGREEMENT:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein and made a part of this Agreement.

2. **Term.** This Agreement shall commence of the _____ day of _____, 2025 (determined by the date on which the last signature is affixed here) and run until the _____ day of _____, 2050.

3. **Recognitions/Approvals of City.**

   The City:

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(A) agrees to not, at any time, seek to, or actually charge, IDNR any rent for IDNR's performance under this Agreement.

(B) agrees to allow IDNR to access and use the Premises.

(C) agrees to allow IDNR to maintain, repair and improve, if necessary and as determined by IDNR, the Premises for the benefit of the residents of Springfield, the general community and the many thousands of tourists, within and without Illinois, that come on an annual basis to visit, tour, see and enjoy the Old State Capitol.

(D) agrees to allow IDNR to install smoke detectors and/or other security equipment necessary to protect IDNR's employees and/or property, be it real or personal.

4. **Recognitions/Approvals of IDNR.**

IDNR:

(A) agrees that any improvements, alterations, additions or repairs to the Premises shall become the property of City upon termination of this Agreement.

(B) agrees, upon termination of this Agreement, to return the Premises to City in as good as a condition as when the Parties entered this Agreement.

(C) agrees to furnish regular janitorial services to perform regular cleaning of the Premises, an expense that shall not be City's responsibility.

5. **Cooperation.** If IDNR or City has reason to believe that a violation of this Agreement has occurred or is occurring, written notice thereof specifying in detail the violation and the facts supporting the claim shall be served upon the Party to this Agreement that allegedly committed or is permitting such violation to occur. IDNR and City agree to act in good faith and to cooperate with each other to resolve any disputes which may arise in the Parties' performance of this Agreement.

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6. **Indemnification.** 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 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 shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

7. **Insurance Coverage.** During the term of this Agreement and any extensions thereof, City shall procure and maintain policies of commercial general public liability insurance with contractual liability coverage for the agreements of indemnity provided for under this Agreement and a broad form general liability endorsement protection of not less than $2,000,000 under a combined single limit of coverage insuring IDNR and City from all claims, demands or actions for injury to or death of any person or persons and for damage to property made by, or on behalf of, any person or persons, firm or corporation, arising from, related to or connected with the activities under this Agreement.

8. **Controlling Law.** The terms and conditions of this Agreement shall be construed in accordance with and are subject to the laws of the State of Illinois. Any claim against IDNR arising under this Agreement shall be filed exclusively with the Illinois Court of Claims pursuant to the Illinois Court of Claims Act, 705 ILCS 505/1 *et seq.* IDNR shall not enter into binding arbitration to resolve any contract dispute. IDNR does not waive sovereign immunity by entering into this Agreement.

9. **Compliance with Laws.** The Parties agrees that they will comply with all existing and future laws, statutes, ordinances, codes, regulations and orders of governmental authorities in the performance of its duties and obligations hereunder. Any permits and/or licenses necessary to perform under this Agreement will be identified, secured and paid for by IDNR.

10. **Severability.** If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event

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that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.

11. **Assignment.** This Agreement, or any portion thereof, shall not be assigned by any of the Parties without the prior written consent of the other Party. This Agreement shall inure to the benefit of and shall be binding upon IDNR and City and their respective successors and permitted assigns.

12. **Conflicts/Control.** In the event there is a conflict between this Agreement and any of the exhibits hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or administrative rule(s), the relevant statute(s) or rule(s) shall control.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.

14. **Notices.** All notices given under this Agreement shall be in writing and shall be either (a) served personally during regular business hours; (b) served by facsimile transmission during regular business hours coupled with the mailing of the original in the U.S. Mail on the same day, postage prepaid, or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid and deposited in the United States Mail. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United State Postal Service. Notices shall be served at the following addresses:

If to IDNR:

Illinois Department of Natural Resources
Division of Concessions, Leases & Services
Attn: Joshua Furbeck
One Natural Resources Way
Springfield, Illinois 62702
Facsimile: 217-524-4177

With a copy to:

Illinois Department of Natural Resources
Attn: Office of Legal Counsel

One Natural Resources Way
Springfield, Illinois 62702
Facsimile: 217-782-7616

If to City:

T.J. Heavisides, P.E.
City of Springfield
Office of Public Works
Room 203, MCW
300 South Seventh Street
Springfield, Illinois 62701
Phone: 217-789-2255

1. **Headings or Captions.** The headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

16. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart.

17. **Renewal.** This Agreement may be renewed for additional terms by mutual consent of the Parties, expressed in writing and signed by the Parties.

18. **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.

19. **Incorporation by Reference.** The exhibits, if any, attached hereto are hereby incorporated into this Agreement by reference and expressly made a part of same.

20. **Termination.** IDNR may terminate this Agreement at any time upon thirty (30) days advance written notice to the City, with possession being granted back to the City at termination. City may terminate this Agreement at any time upon thirty (30) days advance written notice to IDNR. At the expiration of the thirty (30) days, the obligations of the Parties shall cease.

21. **Availability of Appropriations/Sufficiency of Funds.** This Agreement is contingent upon and subject to the availability of sufficient funds. The Department

2025-316

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 the Department by the State or the Federal funding source, (ii) the Governor or the Department reserves funds, or (iii) the Governor or the Department determines that funds will not or may not be available for payment. The Department shall provide notice, in writing, to Contractor 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 Section will be effective upon the date of the written notice unless otherwise indicated.

IN WITNESS THEREOF, the Parties have entered into this Agreement as of the _____ day of _____, 2025. (The effective date of this Agreement shall be the date the last signature is affixed to same.)

ILLINOIS DEPARTMENT OF NATURAL RESOURCES

By:_____ _____
Natalie Phelps Finnie, Director Date

CITY OF SPRINGFIELD

By:_____ _____
Misty Buscher, Mayor GEM Date

2025-316

ORDINANCE FACT SHEET

REQUEST FORM NO: 25-46
DATE OF 1ST READING: 8/5/25

OFFICE REQUESTING: Public Works
CONTACT PERSON: T.J. Heavisides
PHONE NUMBER: 789-2255

EMERGENCY PASSAGE: No [X] Yes [ ] If yes, explain justification.

TYPE OF ORDINANCE: _____ **FISCAL IMPACT:** none

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES AND THE CITY OF SPRINGFIELD FOR ACCESS TO AND MAINTENANCE OF THE TUNNELS UNDER THE OLD STATE CAPITOL.

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

CONTRACTOR / VENDOR NAM N/A **VENDOR NO:** _____

CONTRACT TERM _____ **CONTRACT #** _____ **Change in Scope** Yes [ ] No [ ]

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

Method of Purchase (check one) **Previous Ord #s** _____

[ ] Low Bid [ ] Other: _____ **Is Purchasing Agent approval required?** No [ ] Yes [ ]
[ ] Low Bid Meeting Specs [ ] Exception: _____ **Is Purchasing Agent approval attached?** No [ ] Yes [ ]
[ ] Low Evaluated Bid **Code Provision:** _____

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: **Date:**

DIRECTOR / SUPERVISOR SIGNATURE **Date:** 22 July 25

CITY PURCHASING AGENT: **Date:**

COMMENTS

This is an ordinance to approve an Intergovernmental Agreement to allow the Illinois Department of Natural Resources (IDNR) to access, use, maintain and improve the pedestrian tunnels and access areas to the parking underneath the Old State Capitol, which IDNR owns and maintains.

SIGN OFF:

(Mayor's Signature) GEM

(Director of OBM)

The information supplied on this form is not confidential information.

2025-316

AN ORDINANCE AUTHORIZING ACCEPTANCE OF RIGHT-OF-WAY FOR RACHEL LANE, LOCATED ON THE EAST SIDE AND SOUTH SIDE OF OLD JACKSONVILLE ROAD FOR THE OFFICE OF PUBLIC WORKS

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

WHEREAS, the City is desirous of obtaining right-of-way for Rachel Lane that is approximately 1359 feet; and

WHEREAS, the right-of-way is being conveyed from Wess Partnership LP to the City of Springfield.

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

Section 1: The City Council hereby approves and authorizes the right-of-way for Rachel Lane, located on the East side and South side of Old Jacksonville Road with the Office of Public Works. The Mayor and City Clerk authorized to execute the acceptance on behalf of the City of Springfield.

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

PASSED:_____**, 2025**

RECORDED:_____**, 2025**

ATTEST:_____
City Clerk Charles L. Redpath Sr.

SIGNED:_____**, 2025**

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

7-31-25
Office of Corporation Counsel/Date

S:\WPDOCS\Ordinances\Public Works\2025\Right of Way\Rachel Lane - East Side & South Side - 1359 feet - Old Jacksonville Rd.docx
F.R. 08.06.25 ~ NF

2025-317

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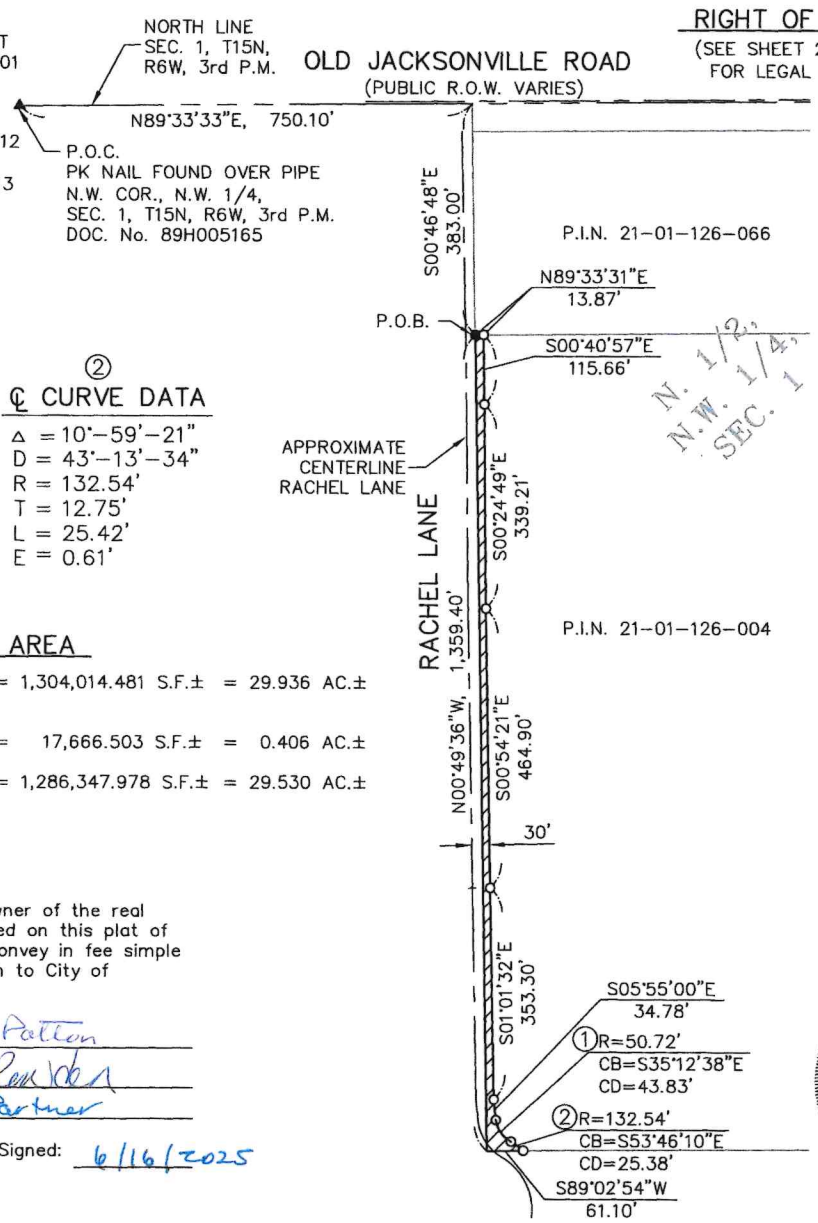
FOR: CITY OF SPRINGFIELD
800 EAST MONROE STREET
SPRINGFIELD, ILLINOIS 62701

OWNER: WESS PARTNERSHIP L.P.
22 PICKERING LANE
SPRINGFIELD, ILLINOIS 62712
CONTACT: BILL PATTON
(217) 529-4113

CAPITAL TOWNSHIP
PART OF P.I.N. 21-01-126-004

RIGHT OF WAY PLAT

(SEE SHEET 2 OF 2 SHEETS FOR LEGAL DESCRIPTION)



200' 100' 0 200'

SCALE : 1" = 200'

DATE: JUNE 13, 2025

LEGEND

- ▲ – FOUND PK NAIL
- ● – FOUND IRON PIN
- o – SET IRON PIN
- P.O.C. – POINT OF COMMENCEMENT
- P.O.B. – SET IRON PIN
- ——— – SECTION LINE
- ▨ – RIGHT OF WAY BEING CONVEYED TO THE CITY OF SPRINGFIELD

① ℄ CURVE DATA

Δ = 51°-11'-33"
D = 112°-57'-54"
R = 50.72'
T = 24.30'
L = 45.32'
E = 5.52'

② ℄ CURVE DATA

Δ = 10°-59'-21"
D = 43°-13'-34"
R = 132.54'
T = 12.75'
L = 25.42'
E = 0.61'

AREA

TOTAL HOLDING (P.I.N. 21-01-126-004)	= 1,304,014.481 S.F.±	= 29.936 AC.±
AREA IN PROPOSED R.O.W.	= 17,666.503 S.F.±	= 0.406 AC.±
AREA REMAINING (P.I.N. 21-01-126-004)	= 1,286,347.978 S.F.±	= 29.530 AC.±

The undersigned is the owner of the real estate shown and described on this plat of survey and does hereby convey in fee simple the right of way as shown to City of Springfield.

Owner: Susan R. Patton

Attest: Vicki Jo Rowden

Its General Partner

VICKI JO ROWDEN
OFFICIAL SEAL
Notary Public - State of Illinois
Commission No. 501600
My Commission Expires February 01, 2028

Date Signed: 6/16/2025

JEREMY L. SMITH
3804
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
SPRINGFIELD, ILLINOIS

FIELD WORK COMPLETED JUNE, 2025

BASIS OF BEARING IS THE ILLINOIS STATE PLANE COORDINATE SYSTEM (NAD 83 – ILLINOIS WEST ZONE, U.S. SURVEY FEET) (GEOID 18)

NO PART OF THIS PLAT IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, PER MAP NUMBER 17167C0240F, (EFFECTIVE DATE: AUGUST 7, 2007).

"THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY."

SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

I HEREBY CERTIFY THAT, IN THE MONTH OF JUNE, 2025, I MADE A SURVEY OF THE ABOVE DESCRIBED PROPERTY AND THE FOREGOING PLAT REPRESENTS THE RESULTS OF SAID SURVEY.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3804

DATE SIGNED : JUNE 13, 2025

LICENSE EXP. DATE : NOV. 30, 2026

MEC
MARTIN ENGINEERING COMPANY of Illinois
CONSULTING ENGINEERS/LAND SURVEYORS
(ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-004556)
3695 SOUTH 6TH STREET FRONTAGE ROAD WEST, SPRINGFIELD, ILLINOIS 62703
Phone : (217) 698-8900, Fax : (217) 698-8922, E-Mail : mecmail@martinengineeringco.com

G:\jobs\2017\17090-2\Survey\17090-2-V-PLAT-RACHEL-SOUTH.dwg, PLAT

CURRAN TOWNSHIP
PART OF P.I.N. 21-01-126-004

MEC
MARTIN ENGINEERING COMPANY of Illinois
CONSULTING ENGINEERS/LAND SURVEYORS
(ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-004556)
3695 SOUTH 6TH STREET FRONTAGE ROAD WEST, SPRINGFIELD, ILLINOIS 62703
Phone : (217) 698-8900, Fax : (217) 698-8922, E-Mail : mecmail@martinengineeringco.com

LEGAL DESCRIPTION

Part of the North Fractional Half of the Northwest Fractional Quarter of Section 1, Township 15 North, Range 6 West of the Third Principal Meridian, Springfield, Sangamon County, Illinois more particularly described as follows:

Commencing at a P.K. nail found at the Northwest corner of the Northwest Quarter of said Section 1; thence North 89 degrees 33 minutes 33 seconds East on the North line of said Section 1, a distance of 750.10 feet; thence South 00 degrees 46 minutes 48 seconds East, a distance of 383.00 feet to an iron pin found at the point of beginning.

From said point of beginning; thence North 89 degrees 33 minutes 31 seconds East, a distance of 13.87 feet to an iron pin set; thence South 00 degrees 40 minutes 57 seconds East, a distance of 115.66 feet to an iron pin set; thence South 00 degrees 24 minutes 49 seconds East, a distance of 339.21 feet to an iron pin set; thence South 00 degrees 54 minutes 21 seconds East, a distance of 464.90 feet to an iron pin set; thence South 01 degrees 01 minutes 32 seconds East, a distance of 353.30 feet to an iron pin set; thence South 05 degrees 55 minutes 00 seconds East, a distance of 34.78 feet to an iron pin set at the beginning of a curve concave to the Northeast having a radius of 50.72 feet; thence Southeasterly on said curve left, a chord bearing of South 35 degrees 12 minutes 38 seconds East, a chord distance of 43.83 feet to an iron pin set at the end of said curve and the beginning of a new curve concave to the Southwest having a radius of 132.54 feet; thence Southeasterly on said curve right, a chord bearing of South 53 degrees 46 minutes 10 seconds East, a chord distance of 25.38 feet to an iron pin set at the end of said curve; thence South 89 degrees 02 minutes 54 seconds West, a distance of 61.10 feet; thence North 00 degrees 49 minutes 36 seconds West, a distance of 1,359.40 feet to the point of beginning. Containing 17,666.503 square feet (0.406 acres), more or less.

2025-317

Office of the Secretary of State
ilsos.gov

Business Entity Search

Entity Information

Entity Name	WESS PARTNERSHIP L.P.		
File Number	S016319	**File Date**	02-22-2000
Status	ACTIVE	**As of**	03-05-2025
Entity Type	LP/LLLP	**Type of LP/LLLP**	FOREIGN
Duration	PERPETUAL	**Annual Report Filing Date**	03-05-2025
Agent Information	HARVEY M. STEPHENS 205 S FIFTH ST. STE 1000 SPRINGFIELD, IL 62701	**Agent Change Date**	12-17-2021
Designated Office	205 S. FIFTH ST. 7TH FL SPRINGFIELD, IL 62701	**Jurisdiction**	DE

Services and More Information

Choose a tab below to view services available to this business and more information about this business.

2025-317

Purchase Master Entity Certificate of Good Standing

ALTA COMMITMENT FOR TITLE INSURANCE

issued by:

Fidelity National Title
Insurance Company

Commitment Number:

STL2501735

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

John W. Schaefer
Authorized Officer or Agent

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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FIDELITY NATIONAL TITLE INSURANCE COMPANY **COMMITMENT NO. STL2501735**

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Keith Bierman St. Louis Title, a div. of Fidelity National Title Insurance Company 7701 Forsyth Blvd, Suite 200 Clayton, MO 63105 Phone: 618-239-3750 Main Phone: (314)480-4575 Email: Keith.Bierman@fnf.com	Escrow Officer: Kelly Cochran St. Louis Title, a div. of Fidelity National Title Insurance Company 7701 Forsyth Blvd, Suite 200 Clayton, MO 63105 Phone: 636-248-7403 Main Phone: (314)480-4575 Main Fax: (314)480-4576 Email: Kelly.Cochran@fnf.com

Order Number: STL2501735
Loan Number:
Property Ref.: 10 +/- acres of Land in Section 1, Township 15N, Range 6W, Springfield, IL 62711

SCHEDULE A

1. Commitment Date: March 10, 2025
2. Policy to be issued:

   (a) ALTA Owner's Policy 2021
   Proposed Insured: Cedarhurst of Springfield Real Estate, LLC, an Illinois limited liability company
   Proposed Amount of Insurance: $1,438,000.00
   The estate or interest to be insured: Fee Simple

   (b) ALTA Loan Policy 2021
   Proposed Insured: Lender with a contractual obligation under a loan agreement with the Proposed Insured for an Owner's Policy
   Proposed Amount of Insurance: $5,000.00
   The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is:

   Fee Simple

4. The Title is, at the Commitment Date, vested in:

   Wess Partnership L.P., a limited partnership

5. The Land is described as follows:

   SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

   Prior Deed Reference: 2000R01585

END OF SCHEDULE A

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 21-01.0-126-004

Part of the North Fractional Half of the Northwest Fractional Quarter of Section 1, Township 15 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois.

Legal description to be provided by a new Survey.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. The "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact the Company regarding the application of this new law to your transaction.

6. Pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.

7. Public Act 96-1454, requires the issuance of Closing Protection Letters (CPLs), one to the seller, one to the buyer/borrower, and lender in every residential transaction or commercial transaction under $2,000,000 where the Company acts as a closing agent. According to the statute, the CPL is defined as a letter which shall "indemnify a buyer, lender, or seller solely against losses not to exceed the amount of the settlement funds only because of the following acts of the title insurer's named issuing agency or title agent: (a) acts of theft of settlement funds or fraud with regard to settlement funds; and (b) failure to comply with written closing instructions by the proposed insured when agreed to by the title agency or the title agent relating to title insurance coverage." Each letter has a fee of $25.00 per policy issued and $50.00 per transaction when policy is not being issued to a noninsured party but funds are being disbured by the Company.

8. If the closing for the subject property is to be conducted by the Company, all funds due from the purchaser or purchaser's lender must be in the form of a Cashier's Check, Certified Check or wire transfer. If any part of the sale proceeds is required for the payoff of existing mortgages, or other liens, then such funds must be in the form of a wire transfer.

   The above applies to all closings unless specific arrangements are made with the Company. Due to the Company's lack of control of electronic funds transfers through the Federal Reserve System, the Company cannot accept financial responsibility for any delays in the clearing of wire transferred funds.

9. In the event any party to the transaction contemplates the use of a Power of Attorney, the Company requires that the proposed Power of Attorney form be submitted for approval not less than three (3) business days prior to the scheduled closing. The Company may then make additional requirements or exceptions to this Commitment.

10. If requested by the Company, provide evidence satisfactory to the Company that the improvements located on the subject property do not or will not consist of a house trailer, mobile home or manufactured housing unit.

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AMERICAN LAND TITLE ASSOCIATION

ALTA COMMITMENT FOR TITLE INSURANCE

issued by:

Fidelity National Title
Insurance Company

Commitment Number:

STL2501735

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

John W. Schaefer
Authorized Officer or Agent

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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2025-317

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Keith Bierman St. Louis Title, a div. of Fidelity National Title Insurance Company 7701 Forsyth Blvd, Suite 200 Clayton, MO 63105 Phone: 618-239-3750 Main Phone: (314)480-4575 Email: Keith.Bierman@fnf.com	Escrow Officer: Kelly Cochran St. Louis Title, a div. of Fidelity National Title Insurance Company 7701 Forsyth Blvd, Suite 200 Clayton, MO 63105 Phone: 636-248-7403 Main Phone: (314)480-4575 Main Fax: (314)480-4576 Email: Kelly.Cochran@fnf.com

Order Number: STL2501735
Loan Number:
Property Ref.: 10 +/- acres of Land in Section 1, Township 15N, Range 6W, Springfield, IL 62711

SCHEDULE A

1. Commitment Date: March 10, 2025
2. Policy to be issued:

   (a) ALTA Owner's Policy 2021
   Proposed Insured: Cedarhurst of Springfield Real Estate, LLC, an Illinois limited liability company
   Proposed Amount of Insurance: $1,438,000.00
   The estate or interest to be insured: Fee Simple

   (b) ALTA Loan Policy 2021
   Proposed Insured: Lender with a contractual obligation under a loan agreement with the Proposed Insured for an Owner's Policy
   Proposed Amount of Insurance: $5,000.00
   The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is:

   Fee Simple

4. The Title is, at the Commitment Date, vested in:

   Wess Partnership L.P., a limited partnership

5. The Land is described as follows:

   SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

   Prior Deed Reference: 2000R01585

END OF SCHEDULE A

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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2025-317

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 21-01.0-126-004

Part of the North Fractional Half of the Northwest Fractional Quarter of Section 1, Township 15 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois.

Legal description to be provided by a new Survey.

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2025-317

SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. The "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact the Company regarding the application of this new law to your transaction.

6. Pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.

7. Public Act 96-1454, requires the issuance of Closing Protection Letters (CPLs), one to the seller, one to the buyer/borrower, and lender in every residential transaction or commercial transaction under $2,000,000 where the Company acts as a closing agent. According to the statute, the CPL is defined as a letter which shall "indemnify a buyer, lender, or seller solely against losses not to exceed the amount of the settlement funds only because of the following acts of the title insurer's named issuing agency or title agent: (a) acts of theft of settlement funds or fraud with regard to settlement funds; and (b) failure to comply with written closing instructions by the proposed insured when agreed to by the title agency or the title agent relating to title insurance coverage." Each letter has a fee of $25.00 per policy issued and $50.00 per transaction when policy is not being issued to a noninsured party but funds are being disbured by the Company.

8. If the closing for the subject property is to be conducted by the Company, all funds due from the purchaser or purchaser's lender must be in the form of a Cashier's Check, Certified Check or wire transfer. If any part of the sale proceeds is required for the payoff of existing mortgages, or other liens, then such funds must be in the form of a wire transfer.

   The above applies to all closings unless specific arrangements are made with the Company. Due to the Company's lack of control of electronic funds transfers through the Federal Reserve System, the Company cannot accept financial responsibility for any delays in the clearing of wire transferred funds.

9. In the event any party to the transaction contemplates the use of a Power of Attorney, the Company requires that the proposed Power of Attorney form be submitted for approval not less than three (3) business days prior to the scheduled closing. The Company may then make additional requirements or exceptions to this Commitment.

10. If requested by the Company, provide evidence satisfactory to the Company that the improvements located on the subject property do not or will not consist of a house trailer, mobile home or manufactured housing unit.

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AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B, PART I - Requirements
(continued)

11. If there has been construction, improvements or repairs to or upon the subject property within the last twelve (12) months, neither this commitment, nor any policy of title insurance issued pursuant to this commitment, will insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.

    The Company may provide, but is not obligated to provide, such insurance upon the lender, builder or owner making satisfactory arrangements with the Company for the furnishing for review of final affidavits, lists of contractors and suppliers, schedule of disbursements, final waivers of lien, and other information and indemnities that the Company may require. The Company will charge a to be determined fee for such a review. If such insurance is to be requested or required, the Company must be informed of same prior to any closing.

    Should any portion of the loan proceeds secured by any Deed of Trust to be insured hereunder be used for construction, improvements or repairs, the Company must be notified in writing, and hereby reserves the right to add additional requirements or exceptions to this commitment. Failure to notify the Company in writing before closing will invalidate any mechanic's lien coverage given by the policy.

12. Original "wet ink" signatures for all documents to be recorded, or digital reproductions of "wet ink" signatures on other documents, shall be required for all documents that require a signature, unless such requirement is expressly waived by the Company. Under no circumstances shall the use of e-mails, text messages or other electronic communications constitute an agreement to accept electronic or computer generated signatures with respect to the transaction contemplated by this commitment.

13. The Company has prepared this Commitment assuming the issuance of a standard form ALTA 2021 owner and/or lender policy without any endorsements. The prospective owner and/or lender must notify the Company in writing not less than ten (10) business days prior to closing if the owner and/or lender requires any specific endorsement(s) to the policy. The Company may then make additional requirements or exceptions to this Commitment.

14. If the proposed insured elects to obtain a Surveyor's Real Property Report of the subject land, in lieu of a survey prepared in accordance with Illinois Minimum Standards for Property Boundary Surveys, also known as a boundary or stake survey, the following exception will appear in Schedule B of the Owner's Policy when issued:

    Any discrepancies between the actual boundaries of the land and the apparent boundaries as indicated by fences, plantings or other improvements.

15. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

16. Any documents requiring notarization to be tendered to Company that will not be notarized by a notary public appointed by the State of Illinois must be delivered for review no less than 72 hours prior to closing

17. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

18. Provide this Company an authentic copy of the limited partnership agreement of Wess Partnership L.P. and all amendments thereto.

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2025-317

SCHEDULE B, PART I - Requirements
(continued)

Any instrument to be executed by the limited partnership must:
(a) Be executed in the limited partnership name;
(b) Be signed by all of the general partners;
(c) Be ratified or approved by all of the limited partners, if necessary, in compliance with relevant state law.

Provide evidence that limited partnership is in good standing in it's state of organization and the state in which the property is located. Upon review of the foregoing items, further requirements may be necessary.

19. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Cedarhurst of Springfield Real Estate, LLC, an Illinois limited liability company

a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.

b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.

c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.

d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

20. The Company requires a Survey of the subject land and legal description thereof made by a competent and qualified Surveyor in accordance with ("Minimum Standards for Property Surveys") (Minimum Standards for Property Boundary Surveys") established the exact boundaries of the subject land with reference to the Government survey and any other topographical feature.

The Company reserves the right to revise its commitment for title insurance, if necessary, to report the findings of the survey.

21. Warranty Deed executed by Wess Partnership L.P., a limited partnership to Cedarhurst of Springfield Real Estate, LLC, an Illinois limited liability company.

Note: The recording of any deed hereunder is contingent upon approval by the Department of Mapping and Platting of the county in which the property is located.

22. Real Estate Transfer Declaration executed by Buyer and Seller or Agent pursuant to 35 Illinois Compiled Statutes 200/31 et seq. Please note that form PTAX-203 must be executed by Buyer and Seller and presented with the

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SCHEDULE B, PART I - Requirements
(continued)

Deed for recording or the Recorder of Deeds will not record said Deed. See website https://www.revenue.state.il.us/app/rtdi to download said form. For those transactions over $1,000,000.00 you will also need to add the PTAX-203A form with the PTAX-203 form for recording.

23. Mortgage executed by Cedarhurst of Springfield Real Estate, LLC, an Illinois limited liability company to Lender as shown on Item 2(b) of Schedule A herein.

END OF REQUIREMENTS

NOTES

END OF NOTES

END OF SCHEDULE B, PART I

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

General Exceptions

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Rights or claims of parties in possession not shown by the public records.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

6. All assessments and taxes for the year 2024 & 2025 and all subsequent years. 2024 & 2025 taxes not yet due and payable.

   The lien of the General Taxes for the year 2023 appear PAID in the amount of $2,038.86 for Parcel I.D. No 21-01.0-126-004; c/k/a: 10 +/- acres of Land in Section 1, Township 15N, Range 6W, Springfield, IL 62711. Address and Parcel I.D. No. are subject to change by County authorities. Tax assessment reduced by the Homestead Exemption in the amount of $0.00, Senior Citizens' Homestead Exemption in the amount of $0.00, and the Senior Citizens' Assessment Freeze Homestead Exemption in the amount of $0.00.

   NOTE: The due dates for 2023 tax bills were as follows: June 7, 2024 and September 6, 2024

7. Rights of parties in possession or with an equitable interest under any unrecorded instruments, including (without limitation) leases, month-to-month tenancies, contracts for deed or installment sale contracts.

8. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for road purposes, together with utility rights therein.

✓ 9. Rights, if any, contained in Dedication of Right of Way for Public Road Purposes recorded in Book 367 Page 410.

N/A 10. Easement granted to Illinois Bell Telephone Company by the instrument recorded as Document No. 91008458.
Does not impact the southern portion of the property (21-01-126-004)

N/A 11. Affidavit of Service regarding notice of proposed annexation recorded as Document No. 2017R23682.
Does not impact the southern portion of the property (21-01-126-004)

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COMMITMENT CONDITIONS

1. DEFINITIONS

a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.

g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

a. the Notice;

b. the Commitment to Issue Policy;

c. the Commitment Conditions;

d. Schedule A;

e. Schedule B, Part I-Requirements;

f. Schedule B, Part II-Exceptions; and

g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

i. comply with the Schedule B, Part I-Requirements;

ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or

iii. acquire the Title or create the Mortgage covered by this Commitment.

b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

e. The Company is not liable for the content of the Transaction Identification Data, if any.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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AMERICAN LAND TITLE ASSOCIATION

ORDINANCE FACT SHEET

DATE OF 1st READING: August 06, 2025

CONTACT PERSON: Daniel Crouse

OFFICE REQUESTING: Office of Public Works

PHONE NUMBER: 789-2255

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

FISCAL IMPACT: _____

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING ACCEPTANCE OF RIGHT-OF-WAY FOR RACHEL LANE, LOCATED ON THE EAST SIDE OF RACHEL LANE AND SOUTH OF OLD JACKSONVILLE ROAD FOR 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			No Cost			
4						

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

Plat of Right of Way and Title Commitment

STAFF ANALYSIS

An ordinance authorizing the acceptance of right-of-way for Rachel Lane, located on the east side of Rachel Lane and south of Old Jacksonville Road. The right-of-way is being conveyed from Wess Partnership LP to the City of Springfield. This section of right-of-way is approximately 1359 feet.

FUNDS CHECK BY: _____ **Date:** _____

DIRECTOR / SUPERVISOR: _____ **Date:** 25 July 25

CITY PURCHASING AGENT: _____ **Date:** _____

SIGN OFF: _____ _____

(Mayor's Signature) GEA (Director of OBM)

The information supplied on this form is not confidential information.

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AN ORDINANCE AUTHORIZING ACCEPTANCE OF RIGHT-OF-WAY FOR RACHEL LANE, LOCATED ON THE EAST SIDE AND SOUTH SIDE OF OLD JACKSONVILLE ROAD FOR THE OFFICE OF PUBLIC WORKS

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

WHEREAS, the City is desirous of obtaining right-of-way for Rachel Lane that is approximately 337 feet; and

WHEREAS, the right-of-way is being conveyed from Cedarhurst of Springfield Real Estate, LLC to the City of Springfield.

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

Section 1: The City Council hereby approves and authorizes the right-of-way for Rachel Lane, located on the East side and South side of Old Jacksonville Road with the Office of Public Works. The Mayor and City Clerk authorized to execute the acceptance on behalf of the City of Springfield.

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

PASSED:_____**, 2025**

RECORDED:_____**, 2025**

ATTEST:_____
City Clerk Charles L. Redpath Sr.

SIGNED:_____**, 2025**

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

7-31-25
Office of Corporation Counsel/Date

Requested by: Mayor Misty Buscher

S:\WPDOCS\Ordinances\Public Works\2025\Right of Way\Rachel Lane - East side & South Side - Old Jacksonville Rd.docx
F.R. 08.06.25 ~ NF

2025-318

FOR: CITY OF SPRINGFIELD
800 EAST MONROE STREET
SPRINGFIELD, ILLINOIS 62701

OWNER: CEDARHURST OF SPRINGFIELD REAL ESTATE, LLC
300 HUNTER AVE., FLOOR 2
ST. LOUIS, MISSOURI 63124

CURRAN TOWNSHIP
PART OF P.I.N. 21-01-126-066

RIGHT OF WAY PLAT

(SEE SHEET 2 OF 2 SHEETS FOR LEGAL DESCRIPTION)

MEC
MARTIN ENGINEERING COMPANY of Illinois
CONSULTING ENGINEERS/LAND SURVEYORS
(ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-004556)
3695 SOUTH 6TH STREET FRONTAGE ROAD WEST, SPRINGFIELD, ILLINOIS 62703
Phone : (217) 698-8900, Fax : (217) 698-8922, E-Mail : mecmail@martinengineeringco.com

AREA

RIGHT OF WAY BEING CONVEYED	=	4,391.283 S.F.± 0.101 ACRES±
21-01-126-066 TO REMAIN	=	316,329.716± 7.262 ACRES±

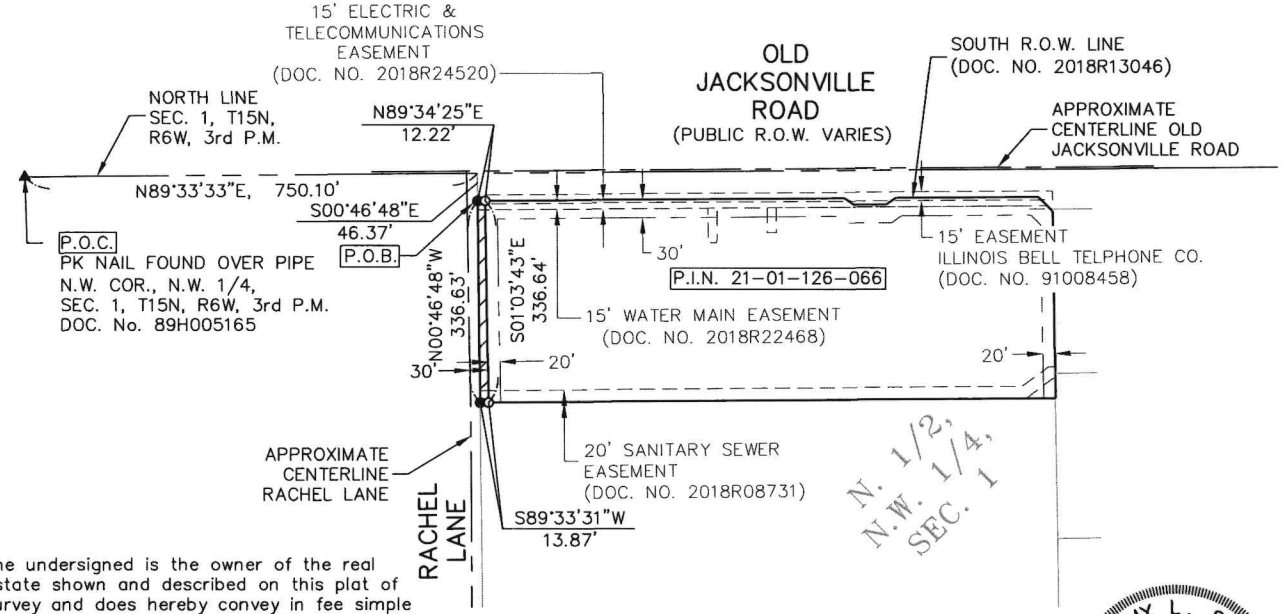
200' 100' 0 200'

SCALE : 1" = 200'

DATE: JULY 28, 2025

LEGEND

- ▲ – FOUND PK NAIL
- ● – FOUND IRON PIN
- o – SET IRON PIN
- P.O.C. – POINT OF COMMENCEMENT
- P.O.B. – SET IRON PIN
- ——— – SECTION LINE
- ▨ – RIGHT OF WAY BEING CONVEYED TO THE CITY OF SPRINGFIELD
- ▭ – EXISTING EASEMENT
- ——— – BUILDING SETBACK LINE



The undersigned is the owner of the real estate shown and described on this plat of survey and does hereby convey in fee simple the right of way as shown to City of Springfield.

Owner: _____

Attest: _____

Its _____

Date Signed: _____

FIELD WORK COMPLETED JULY, 2025

BASIS OF BEARING IS THE ILLINOIS STATE PLANE COORDINATE SYSTEM (NAD 83 – ILLINOIS WEST ZONE, U.S. SURVEY FEET) (GEOID 18)

NO PART OF THIS PLAT IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, PER MAP NUMBER 17167C0240F, (EFFECTIVE DATE: AUGUST 7, 2007).

"THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY."

SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

I HEREBY CERTIFY THAT, IN THE MONTH OF JULY, 2025, I MADE A SURVEY OF THE ABOVE DESCRIBED PROPERTY AND THE FOREGOING PLAT REPRESENTS THE RESULTS OF SAID SURVEY.

JEREMY L. SMITH 3804 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS SPRINGFIELD, ILLINOIS

_____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3804

DATE SIGNED : _____

LICENSE EXP. DATE : NOV. 30, 2026

CURRAN TOWNSHIP
PART OF P.I.N. 21-01-126-066

MEC
MARTIN ENGINEERING COMPANY of Illinois
CONSULTING ENGINEERS/LAND SURVEYORS
(ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-004556)
3695 SOUTH 6TH STREET FRONTAGE ROAD WEST, SPRINGFIELD, ILLINOIS 62703
Phone : (217) 698-8900, Fax : (217) 698-8922, E-Mail : mecmail@martinengineeringco.com

LEGAL DESCRIPTION

Part of the North Fractional Half of the Northwest Fractional Quarter of Section 1, Township 15 North, Range 6 West of the Third Principal Meridian, Springfield, Sangamon County, Illinois more particularly described as follows:

Commencing at a P.K. nail found at the Northwest corner of the Northwest Quarter of said Section 1; thence North 89 degrees 33 minutes 33 seconds East on the North line of said Section 1, a distance of 750.10 feet; thence South 00 degrees 46 minutes 48 seconds East, a distance of 46.37 feet to an iron pin found on the South right of way line of Old Jacksonville Road at the point of beginning.

From said point of beginning; thence North 89 degrees 34 minutes 25 seconds East on said South right of way line of Old Jacksonville Road, a distance of 12.22 feet to an iron pin set; thence South 01 degrees 03 minutes 43 seconds East, a distance of 336.64 feet to an iron pin set; thence South 89 degrees 33 minutes 31 seconds West, a distance of 13.87 feet to an iron pin found; thence North 00 degrees 46 minutes 48 seconds West, a distance of 336.63 feet to the point of beginning. Containing 4,391.283 square feet (0.101 acres), more or less.

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7701 Forsyth Blvd, Suite 200
Clayton, MO 63105
Phone: (314)480-4575 / Fax: (314)480-4576

INFORMATIONAL TITLE REPORT

File No.: STL2505702
Customer File No.:
Revision No.:
Print Date: July 25, 2025

A. Effective Date: July 24, 2025 at 08:00 AM

B. The estate or interest in the land described or referred to in this Report is:

Fee Simple

C. According to the Sangamon County Records, grantee in the last deed of record for the subject land is as of the Effective Date:

Cedarhurst Of Springfield Real Estate, LLC, an Illinois limited liability company

D. The subject land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

St. Louis Title, a div. of Fidelity National Title Insurance Company

Keith Bierman

Authorized Signatory

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INFORMATIONAL TITLE REPORT
(ITEMS OF RECORD)

The following items are disclosed by the public records of Sangamon County and are being shown for informational purposes only:

1. The lien of the General Taxes for the year 2024 appear 1st INSTALLMENT PAID in the amount of $98,887.20, 2nd INSTALLMENT DUE AND PAYABLE in the amount of $98,887.20 for Parcel I.D. No 21-01.0-126-066; c/k/a: 3520 Old Jacksonville Rd, Springfield, IL 62711-8353. Address and Parcel I.D. No. are subject to change by County authorities. Tax assessment reduced by the Homestead Exemption in the amount of $0.00, Senior Citizens' Homestead Exemption in the amount of $0.00, and the Senior Citizens' Assessment Freeze Homestead Exemption in the amount of $0.00.

   NOTE: The due dates for 2024 tax bills were as follows: June 6, 2025 and September 5, 2025

2. Rights of parties in possession or with an equitable interest under any unrecorded instruments, including (without limitation) leases, month-to-month tenancies, contracts for deed or installment sale contracts.

3. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, if any, taken or used for road purposes, together with utility rights therein.

4. Rights of Way for drainage tiles, ditches, feeders, laterals and underground pipes, if any.

5. All rights and easements in favor of the holder of any interest in the mineral estate or of any party claiming by, through or under said holder, if any.

6. Dedication of Right of Way for Public Road Purposes dated December 4, 1946 and recorded on December 3, 1947 as Doc. No. 225260 in Book 367 Page 410 made by Jacob E. Reisch and Gladys W. Reisch to the County of Sangamon.

7. Easement dated March 4, 1991 and recorded on April 3, 1991 as Doc. No. 91008458 made by Susan Diane Patton and William W. Patton to Illinois Bell Telephone Company.

8. Terms and provisions of Annexation Agreement recorded as Document No. 2017R22708,

   Typo: Actual Annexation Agreement is 2017R27708

9. Terms and provisions of Annexation Ordinance recorded as Document No.2017R23682,

10. Terms and provisions of Annexation Ordinance recorded as Document No.2017R27694.

11. Terms and provisions of Annexation Ordinance recorded as Document No.2017R28112.

12. Easement granted to City of Springfield, an Illinois municipal corporation by the instrument recorded as Document No. 2018R08731.

13. Right of Way Plat recorded as Document No. 2018R13046.

14. Easement granted to Curran-Gardnertownships Public Water District by the instrument recorded as Document No. 2018R22468.

15. Right of Way Easement granted to City of Springfield, an Illinois municipal corporation by the

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instrument recorded as Document No. 2018R24520.

16. Grant of Easement in favor of Comcast Cable Communications Management, LLC by the instrument recorded as Document No. 2020R32862.

17. Right of Way Plat recorded as Document No. 2025R11644.

18. Future Advance Mortgage, Assignment of Rents and Leases, Security Agreement, and Fixture Filing dated March 28, 2018, executed by Cedarhurst of Springfield Real Estate, LLC, an Illinois limited liability company to UMB Bank, N.A., and recorded March 29, 2018 as Document No. 2018R06006, securing the principal sum of $21,000,000.00.

    First Amendment to Future Advance Mortgage, Assignment of Rents and Leases, Security Agreement, and Fixture Filing and to Assignment of Rents and Leases recorded as Document No. 2022R00305.

    Second Amendment to Future Advance Mortgage, Assignment of Rents and Leases, Security Agreement, and Fixture Filing and to Assignment of Rents and Leases recorded as Document No. 2025R11533.

19. Assignment of Rents and Leases executed by Cedarhurst of Springfield Real Estate, LLC, an Illinois limited liability company to UMB Bank, N.A. recorded March 29, 2018 as Document No. 2018R06007.

20. Terms and provisions of the unrecorded lease by and between Cedarhurst of Springfield Real Estate, LLC, an Illinois limited liability company (landlord) and Cedarhurst of Springfield Operator, LLC, an Illinois limited liability company (tenant), for the terms therein defined, as evidenced by the Memorandum of Lease dated March 28, 2018 and recorded March 29, 2018 as Document No. 2018R06008.

    Lease Subordination Agreement by and among Cedarhurst of Springfield Real Estate, LLC, an Illinois limited liability company (Landlord), Cedarhurst of Springfield Operator, LLC (Tenant) and UMB Bank, N.A., (Lender) dated March 28, 2018 and recorded March 29, 2018 as Document No. 2018R06009.

    Lease Subordination Agreement by and among Cedarhurst of Springfield Real Estate, LLC, an Illinois limited liability company (Landlord), Cedarhurst of Springfield Operator, LLC (Tenant) and UMB Bank, N.A., (Lender) dated December 30, 20021 and recorded January 5, 2022 as Document No. 2022R00306.

NOTE: The foregoing information is furnished strictly with the understanding that such information has been taken from the public record without a complete examination of instruments that purport to affect the subject real property and therefore, St. Louis Title, a div. of Fidelity National Title Insurance Company assumes no liability as to the accuracy or completeness of such information.

St. Louis Title, a div. of Fidelity National Title Insurance Company shall have no liability for this report unless the invoice for this report is paid in full within thirty (30) days of the invoice date.

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INFORMATIONAL TITLE REPORT
(ITEMS OF RECORD)
(continued)

St. Louis Title, a div. of Fidelity National Title Insurance Company's liability for this report is limited to One Thousand And No/100 Dollars ($1,000.00). There is no liability assumed for items not indexed properly in the public records or other data bases on which St. Louis Title, a div. of Fidelity National Title Insurance Company relies or for matters that would be disclosed by an accurate survey or inspection of the property. This report and the legal description given herein are based upon information supplied by the applicant as to the location and identification of the property in question, and no liability is assumed for any discrepancies resulting therefrom.

This report is prepared by St. Louis Title, a div. of Fidelity National Title Insurance Company for informational purposes only, as an accommodation, does not represent a commitment to insure title, nor is it an abstract of title. Further, the report is not an opinion as to the marketability of title to the subject premises and should not be considered providing legal advice.

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EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 21-01.0-126-066

Part of the North Fractional Half of the Northwest Fractional Quarter of Section 1, Township 15 North, Range 6 West of the Third Principal Meridian, Springfield, Sangamon County, Illinois, more particularly described as follows:

Commencing at a pk nail found at the Northwest corner of said Fractional Northwest Quarter of Section 1; thence North 89 degrees 31 minutes 54 seconds East on the North line of said Section 1, a distance of 749.88 feet to the Point of Beginning, from said Point of Beginning; thence continuing North 89 degrees 31 minutes 54 seconds East on said North line, a distance of 955.49 feet; thence South 01 degrees 02 minutes 44 seconds East, a distance of 383.00 feet; thence South 89 degrees 31 minutes 51 seconds West, a distance of 956.77 feet; thence North 00 degrees 51 minutes 15 seconds West, a distance of 383.00 feet to the Point of Beginning.

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ORDINANCE FACT SHEET

DATE OF 1st READING: August 06, 2025

CONTACT PERSON: Daniel Crouse

OFFICE REQUESTING: Office of Public Works

PHONE NUMBER: 789-2255

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

FISCAL IMPACT: _____

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING ACCEPTANCE OF RIGHT-OF-WAY FOR RACHEL LANE, LOCATED ON THE EAST SIDE OF RACHEL LANE AND ON THE SOUTH SIDE OF OLD JACKSONVILLE ROAD FOR 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			No Cost			
3						
4						

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

Plat of Right of Way and Title Commitment

STAFF ANALYSIS

An ordinance authorizing the acceptance of right-of-way for Rachel Lane, located on the east side of Rachel Lane and on the south side of Old Jacksonville Road. The right-of-way is being conveyed from Cedarhurst of Springfield Real Estate, LLC to the City of Springfield. This section of right-of-way is approximately 337 feet.

FUNDS CHECK BY: _____ **Date:** _____

DIRECTOR / SUPERVISOR: _____ **Date:** 25 July 25

CITY PURCHASING AGENT: _____ **Date:** _____

SIGN OFF: _____ _____

(Mayor's Signature) GEM (Director of OBM)

The information supplied on this form is not confidential information.

2025-318

AN ORDINANCE AUTHORIZING A SUPPLEMENTAL RELOCATION EXPENSES FOR THE RELOCATION OF PERSONAL PROPERTY LOCATED ON PARCEL SR0029, 1500 EAST NORTH GRAND AVENUE, IN THE AMOUNT OF $925.00, RELATING TO USABLE SEGMENT 6A OF THE SPRINGFIELD RAIL IMPROVEMENTS PROJECT, FOR THE OFFICE OF PUBLIC WORKS

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

WHEREAS, Hanson Professional Services Inc. owns the property located on parcel SR0029, 1500 East North Grand Avenue; and

WHEREAS, it is necessary to authorize $925.00 for relocation expenses in compliance with the federal Uniform Relocation Act; and

WHEREAS, the relocation of parcel SR0029, 1500 East North Grand Avenue, is for public purposes, specifically associated with the Springfield Rail Improvements Project Usable Segment 6A.

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 businesses occupying parcel SR0029, 1500 East North Grand Avenue, in the amount of $925.00 in compliance with the federal Uniform Relocation Act for public purposes specifically associated with of the Springfield Rail Improvement 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 for an amount not to exceed $925.00 to Hanson Professional Services Inc. (0HAN1501) for the business occupying parcel SR0029, 1500 East North Grand Avenue, 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**

RECORDED: _____**, 2025**

ATTEST: _____
City Clerk Charles L. Redpath Sr.

SIGNED:_____**, 2025**

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

7-31-25
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

Invoice
200 Meridian Centre Suite 300
Rochester, NY 14618
USA

TN TRACK SERVICES INC
PO BOX 4134
BARTONVILLE, IL 61607
USA

Telephone
Fax
Tax registration number

Invoice

Number	24/14980
Date	10/21/2024
Page	Page 1 of 1
Purchase order	IMRR-000000326
Internal number	2505-006931
Payment	11/17/2024

Item number	Description	Quantity	Unit	Unit price	Discount percent	Discount	Amount
ES19-0001	Material Distribution	1.00	Each	10,100.00	0.00%	0.00	10,100.00
ES19-0001	Material Distribution	3.00	Each	5,275.00	0.00%	0.00	15,825.00

Currency	Sales subtotal amount	Total discount	Charges	Reverse charge	Sales tax	Round-off	Applied prepayment amount	Total
USD	25,925.00	0.00	0.00	0.00	0.00	0.00	0.00	25,925.00

Parcel SR0029 – Illinois & Midland Railroad, Inc., Supplemental Relocation Expenses (estimate)

Relocatee	Expense	Provider	Amount	Explanation
Unit 1	Moving (Owner – actual)	Original amount requested Self-move	$25,000.00 **$925.00**	Based on estimate Pursuant to Uniform Act
Supplemental Total			**$925.00**	

*Note: PO submitted an approved invoice in the amount of $25,925.00. The $925.00 relocation supplement id needed to pay the final claim and close out the relocation.

2025-319

CONSTRUCTION AND MAINTENANCE AGREEMENT

This Construction and Maintenance Agreement, hereinafter referred to as the "AGREEMENT" made and entered into by and between the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "DEPARTMENT," City of Springfield, Illinois hereinafter referred to as the "CITY" and Illinois & Midland Railroad, Inc., hereinafter referred to as the "COMPANY" collectively referred to as the "PARTIES" and individually referred to as a "PARTY."

WITNESSETH:

WHEREAS, The CITY is undertaking a multi-segment project to address issues of public safety, traffic congestion, community livability and commercial development by reducing the number of at-grade rail crossings which create conflict points for cars, trains and pedestrians that can result in train-vehicle collisions, personal injury and death, reduced train and vehicular speeds, and increased congestion; and

WHEREAS, the project is commonly referred to as Springfield Rail Improvements Project (the "SRIP"); and

WHEREAS, The SRIP includes replacing the existing North Grand Avenue highway-rail grade crossing (AAR/DOT #169960V, railroad milepost (MP) 86.05) with a new grade separated roadway structure over the COMPANY's existing tracks near MP 86.06, by raising the highway profile and removing the existing grade-crossing, together hereinafter referred to as the "PROJECT" as more particularly described and depicted in Exhibit 1 attached hereto and made a part hereof; and

WHEREAS, the DEPARTMENT has agreed to advertise, let and award the contract(s) for the PROJECT; and

WHEREAS, the PARTIES will construct the PROJECT in accordance with the plans and specifications attached hereto and incorporated herein as Exhibit 1; and

WHEREAS, the Illinois Commerce Commission issued an order on August 14, 2024 ("ICC Order") authorizing construction of the PROJECT in Docket No. T23-0106; and

WHEREAS, the COMPANY, pursuant to the ICC Order will be responsible for cost share in the amount of $362,500 for the PROJECT; and

WHEREAS, the PROJECT necessitates the purchase and sale of certain property interests in real property owned or controlled by the COMPANY (the "COMPANY Parcels"); and

WHEREAS, the CITY and the COMPANY have negotiated a settlement agreement (the "Settlement Agreement") to set forth the terms and conditions of the purchase and sale of the COMPANY Parcels; and

WHEREAS, included in the PROJECT is the reconstruction and/or realignment of (i) certain COMPANY driveways (inclusive of all COMPANY signage, fencing and like-kind gates) for ingress and egress (the "COMPANY Entrances") to the COMPANY's remaining property along E. North Grand Avenue and 19th Street, and (ii) the construction of a Twenty-Four (24) foot-wide asphalt roadway (the "COMPANY Roadway") through and across certain COMPANY Parcels for the COMPANY's sole use, enjoyment and control, collectively referred to herein as the "COMPANY Property Access & Use Adjustments" as shown on Exhibit 4 attached hereto and made a part hereof; and

WHEREAS, pursuant to the ICC Order and the Settlement Agreement, the COMPANY is willing to permit the CITY's and/or DEPARTMENT's contractor(s) to

enter upon COMPANY property depicted on Exhibit 2, attached hereto and made a part hereof, hereinafter referred to as "PREMISES" for construction and maintenance of the PROJECT upon the terms and conditions of this AGREEMENT and the Settlement Agreement.

WHEREAS, the COMPANY is willing, at no expense to the COMPANY, to allow the CITY and/or the DEPARTMENT to make modifications to the COMPANY's facilities required to accomplish the PROJECT in accordance with the plans approved by the COMPANY and the force account estimate to be reimbursed to the COMPANY at the expense of the DEPARTMENT or the CITY, attached hereto as Exhibit 3 and made a part hereof.

NOW, THEREFORE, in consideration of the foregoing recitals, which by reference are incorporated herein, and in further consideration of the following, the PARTIES hereto agree as follows:

SECTION 1. (*Plan Preparation*) The preliminary plans, detailed plans and specifications for the PROJECT shall be prepared by or for the CITY at the CITY's expense, and all such plans and specifications affecting the interests of the COMPANY shall be subject to approval by the COMPANY's authorized representative and the DEPARTMENT.

SECTION 2. (*Force Account Cost Estimate*) The current estimates of cost for relocation and/or removal of the COMPANY's existing owned or maintained crossing surfaces, grade crossing signals, gates and any of the COMPANY's other appurtenances, including, without limitation, the construction of the COMPANY Property Access & Use Adjustments, necessitated by the proposed improvement, on-site

representative services, protective services and administration have been prepared by the COMPANY at the expense of the CITY and have been approved by an authorized representative of the CITY. The actual costs to be paid to the COMPANY by the DEPARTMENT or the CITY are included in Exhibit 3 hereto and may be modified by mutual consent of the PARTIES upon changes in work scope or pricing.

SECTION 3. (*Changes to Plans and Specifications*) No changes shall be made on the portions of the approved plans and specifications covered by this AGREEMENT by any PARTY hereto without the consent in writing of every PARTY.

SECTION 4. (*Scope of Work*) The PARTIES hereto shall construct or cause to be constructed, in substantial accordance with the approved plans and specifications, the following items of work:

A. WORK BY THE DEPARTMENT OR THE CITY. The DEPARTMENT or the CITY shall furnish or cause to be furnished all the labor, materials and work equipment required to perform and complete the following at the DEPARTMENT's and/or the CITY's sole cost and expense:

1. The DEPARTMENT or its contractor shall construct the new grade separated highway structure across the COMPANY's existing tracks.

2. The DEPARTMENT or its contractor or the CITY or its contractor shall reconstruct the COMPANY Entrances which shall include two (2) existing entrances to the COMPANY's remaining property along E. North Grand Avenue and one (1) existing entrance along 19th Street and the Company Roadway all as shown on Exhibit 4 and consistent with the approved plans and specifications.

3. The DEPARTMENT or its contractor shall: (i) remove all existing interlock and signal houses and replace with one bungalow; (ii) replace all interlocking equipment (i.e., logic controller – e.g., ElectroLogix or similar); (iii) replace standby power system, rectifiers, power derail on IMRR track and all associated underground cabling; and (iv) install north/south signals for IMRR track.

4. The DEPARTMENT or its contractor or the CITY or its contractor shall, without limitation, construct the COMPANY Roadway to and from the COMPANY Entrances to the COMPANY's remaining property along E. North Grand Avenue, and 19th Street along, over, through and across the COMPANY's remaining property for the COMPANY's sole use and enjoyment in order to ensure that the COMPANY will continue to enjoy the same level of utility and access to and from its remaining property as it enjoyed prior to the completion of the PROJECT and the elimination of existing roadway frontage and access to and from the COMPANY property as a result of the PROJECT at City's cost and expense all consistent with the approved plans and specifications and as more particularly detailed and in the locations specified in Exhibit4.

5. The DEPARTMENT or its contractor shall construct grading and subballast near the Sangamon Avenue diamond crossing as shown on Exhibit 1.

6. Incidental work necessary to complete the item(s) hereinabove specified.

The DEPARTMENT shall award its work to a competent and experienced contractor(s) who has (have) adequate equipment, organization, training, and finances, and the CITY and the COMPANY shall be notified of the contractor(s) receiving such award for all work affecting the CITY and the COMPANY's interests.

Per the Alternative Federal-State procedure in 23 C.F.R. § 646.220, the DEPARTMENT will certify that the construction work at the job site is complete, acceptable, and in accordance with the terms of this

AGREEMENT. A representative of the DEPARTMENT shall be present at the job site during construction to observe the work.

B. WORK BY THE COMPANY. The COMPANY shall furnish or cause to be furnished, at the expense of the CITY or the DEPARTMENT, and in accordance with the stipulations as contained in the Federal-Aid Policy Guide, Chapter I, Subchapter B, Part 140, Subpart I, (23 C.F.R. 140 J) and supplements, as well as Chapter I, Subchapter G, Part 646 (23 C.F.R. 646) and supplements, all the labor, materials and work equipment required to perform and complete the following:

1. COMPANY representative services as set forth in the force account estimate in Exhibit 3.

2. Provide protective services as set forth in the force account estimate in Exhibit 3 and consistent with the "IMRR – PROTECTION OF RAILROAD INTERESTS", as referenced in Section 22 and attached hereto and made a part hereof as Exhibit 6. through its own forces or through a qualified third-party contractor, in which case payment shall be made directly to such third-party contractor by the DEPARTMENT or the CITY.

3. Removal of signals, gates, ancillary crossing structures and crossing surface for the grade crossing removal.

4. Incidental work necessary to complete the item(s) hereinabove specified, including but not limited to, attendance at project meetings (such as the pre-construction conference described in Section 6) document and agreement preparation, and applicable record development and production.

The current estimated cost of the COMPANY's work as to construction and set forth above is $218,650.00 plus a Public Project Administration Fess of $14,431 and plus a contingency of $21,865.00 for a total of

$254,946.00 as shown on the detailed estimates in Exhibit 3, attached hereto and made a part hereof.

SECTION 5. (*Project Specifications*) The DEPARTMENT shall require its contractor(s) to perform his/her (their) work in accordance with the DEPARTMENT's "Standard Specifications for Road and Bridge Construction" adopted January 1, 2022, inclusive of the "Supplemental Specifications and Recurring Special Provisions" in effect on the date of invitation for bids and the PROJECT specifications as so approved in accordance with Section 1 and in compliance with Exhibit 6.

SECTION 6. (*Pre-construction Conference*) Subsequent to the award of any contract(s), and before any work is started on this PROJECT, a conference shall be held between the representatives of the DEPARTMENT, the CITY, the COMPANY, and the DEPARTMENT's contractor(s), at a place designated by the DEPARTMENT's representative and at a time mutually agreeable to all PARTIES, for the purpose of coordinating the work to be performed by the several PARTIES, and at which time a schedule of operations will be adopted. The DEPARTMENT, the CITY and the COMPANY will work in good faith to complete the construction of the PROJECT.

SECTION 7. (*Entry Limits*) Subject to the provisions of Section 15, the DEPARTMENT shall require its contractor(s), before entering for the performance of any construction work or work preparatory thereto, to notify the authorized representative of the COMPANY and to comply with the COMPANY's recommendations and requirements relative to railroad

clearances, operations, and general safety guidelines and requirements of Sections 14 and Exhibit 6.

SECTION 8. (*Ownership and Maintenance*) The CITY will own and maintain Structure Number 084-9973 that carries North Grand Avenue over the COMPANY's existing track. The COMPANY will not be responsible for maintenance of Structure Number 084-9973 nor any ancillary components that make up or provide ancillary support of said structure or any other structures to be maintained by the CITY or the DEPARTMENT.

The CITY further agrees that it will inspect or cause to be inspected the grade separated highway structure in accordance with the latest Federal Highway Administration, US Department of Transportation National Bridge Inspection Standards. Upon request by the COMPANY, the CITY will provide the latest structural inspection report in compliance with the National Bridge Inspection Standards for its review.

SECTION 9. (*Cost Records and Billing*) The COMPANY shall keep an accurate and detailed account of the actual cost and expense as incurred by it or for its account in the performance of the work it herein agrees to perform.

The COMPANY, for performance of its work as outlined in Section (B) hereof, may bill the CITY monthly for the costs and expenses incurred. The progressive invoices may be rendered on the basis of an estimated percentage of the work completed.

The COMPANY, upon the completion of its force account estimate work, shall within ninety (90) days render to the CITY a detailed statement of the actual cost and expense as incurred by it or for its account. After the CITY's representatives have checked the progressive invoices or the final statement and they have agreed with the COMPANY's representatives that the costs are reasonable and proper, insofar as they are able to ascertain, the CITY shall make such payments to the COMPANY within sixty (60) days of receipt of the invoices.

The COMPANY shall maintain, for a minimum of 3 years after the completion of this AGREEMENT, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this AGREEMENT. This AGREEMENT and all books, records, and supporting documents related to the AGREEMENT shall be available for review and audit by the Auditor General and other DEPARTMENT and Federal auditors; and the COMPANY agrees to cooperate fully with any audit conducted by the Auditor General and other DEPARTMENT or Federal auditors and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the CITY for the recovery of any funds paid by the CITY under the AGREEMENT for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

After the Federal or the DEPARTMENT representatives have audited the expenses as incurred by the COMPANY under this AGREEMENT, including such amounts as may have been suspended from any previous payment, the CITY shall promptly reimburse the COMPANY for the retained percentages and suspended amounts, less the deduction of any item(s) of expense as may be found by the Federal or the DEPARTMENT representatives as not being eligible for reimbursement. If the total of the item(s) of expense as may be found by the Federal or the DEPARTMENT representatives as not being eligible for reimbursement exceeds the retained percentage plus any amounts which may have been suspended, then the COMPANY shall promptly reimburse the CITY for the overpayment.

SECTION 10. *(COMPANY cost share)* Pursuant to the ICC Order, the COMPANY's cost share for this PROJECT is $362,500. The DEPARTMENT, for performance of its work outlined in Section 4(A) shall notify the CITY when (i) the PROJECT is complete, and (ii) after final inspection. The DEPARTMENT shall invoice the COMPANY $362,500 when the PROJECT is 100% complete and after final inspection. The COMPANY shall make payment to the DEPARTMENT within sixty (60) days of receipt of the invoice. For the avoidance of doubt and clarification, the COMPANY cost share identified in this AGREEMENT is the contribution required under the ICC Order and is not in addition to the PROJECT contribution required under the ICC Order. For further avoidance of doubt and clarification, the COMPANY's cost share shall not be set off against nor otherwise impact the WORK BY THE COMPANY

furnished or caused to be furnished, at the expense of the CITY or the DEPARTMENT in SECTION 4 and shown on the detailed estimates in Exhibit 3 nor the Settlement Price as that term is defined in the Settlement Agreement.

SECTION 11. (*Subject to Federal Regulations*) The PROJECT shall be subject to all currently applicable Federal laws, rules, regulations, orders, and approvals pertaining to all agreements, plans, estimates, specifications, award of contract, acceptance of work, and procedure in general. The CITY will reimburse the COMPANY as hereinbefore provided for only such items of work and expense and in such amounts and forms as are proper and eligible for payment in accordance with 50 ILCS 505 (Local Government Prompt Payment Act).

SECTION 12. (*Non-discrimination*) It is the policy of the U.S. Department of Transportation that disadvantaged business enterprises, as defined in 49 C.F.R. Part 26, shall have the maximum opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consequently, the disadvantaged business enterprises requirements of 49 C.F.R. Part 26 apply to this AGREEMENT. The COMPANY agrees to take all necessary and reasonable steps to ensure that disadvantaged business enterprises, as defined in 49 C.F.R. Part 26, have the maximum opportunity to participate in the performance of work under the AGREEMENT. In the event any of the COMPANY's work is performed by other than the COMPANY forces, the COMPANY agrees to take all necessary and reasonable steps to ensure that disadvantaged

business enterprises, as defined in 49 C.F.R. Part 26, have the maximum opportunity to participate in the performance of work under the AGREEMENT.

The COMPANY, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. In the event any of the COMPANY's work is performed by other than the COMPANY forces, the COMPANY shall carry out applicable requirements of 49 C.F.R. Part 26 in its award and administration of this AGREEMENT. Failure by the COMPANY to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as deemed appropriate.

In the event any of the COMPANY's work is performed by other than the COMPANY forces, the provisions of the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, shall apply. Pursuant to 820 ILCS 130/4, the COMPANY is hereby notified "the prevailing rate of wages are revised by the Department of Labor and are available on the DEPARTMENT's official website."

SECTION 13. (*Termination by the DEPARTMENT or the CITY*) In the event that delays or difficulties arise in securing Federal approval, in acquiring property, in settling damages or damage claims, or for any other cause that in the opinion of the DEPARTMENT or the CITY render it impracticable to proceed with the construction of the PROJECT, then at any time before actual construction is started, the DEPARTMENT or the CITY

may serve formal notice of cancellation upon the COMPANY and this AGREEMENT shall thereupon become null and void after all costs incurred by the COMPANY prior to the DEPARTMENT's formal notice have been reimbursed by the CITY. In the event of such termination, the COMPANY shall be automatically relieved of its obligation to make any contribution to the PROJECT, whether pursuant to the ICC ORDER or otherwise and the CITY and the DEPARTMENT will fully cooperate with and join the COMPANY in any necessary ICC filings, reports or similar documents required to relieve the COMPANY of such obligation.

At the time this AGREEMENT was executed, there were funds available for the construction of the PROJECT. However, funding obligations assumed by the DEPARTMENT and/or the CITY under this AGREEMENT and the DEPARTMENTS's and/or the CITY's payment obligations to the COMPANY under this AGREEMENT and the COMPANY's obligation to make payment of its cost share shall cease immediately, without penalty or payment, should the Illinois General Assembly or the Federal Railroad Administration or any other relevant government entity, in any fiscal year, fail to appropriate or otherwise make available funds for the construction of the PROJECT. In the event of such failure to obtain appropriate funding to satisfy the DEPARTMENT's and/or the CITY's payment obligations under this AGREEMENT, the COMPANY may terminate this AGREEMENT and may, at its option, remove any and all PROJECT structures within the PREMISES and shall be entitled to immediate payment of its force account expenses accrued

through the date of such termination and reimbursement of any cost share funds previously paid. Further, Company shall be entitled to reinstall all signals, gates, ancillary crossing structures, crossing surface for the grade crossing and to reconstruct all driveways from E North Grand Street to the COMPANY Parcels, all at the CITY's sole cost and expense.

SECTION 14. (*Right of Entry*) The COMPANY, insofar as its rights, title, and interest enables it to do and subject to its rights to operate and maintain its railway and railway appurtenances along, in, and over its real property, grants the DEPARTMENT, the CITY and the CITY's construction observation consultant, without compensation, the right to enter upon the PREMISES, for the purpose of construction of the PROJECT, provided that, prior to entry upon lands of the COMPANY, any contractor of the CITY or the DEPARTMENT must execute and deliver to the COMPANY a construction right-of-entry agreement in the form attached hereto as Exhibit 5 and made a part hereof together with certificate(s) of insurance required therein, and shall at all times comply with the provisions set forth in Exhibit 6.

SECTION 15. (*Use and Condition of the PREMISES*) The PREMISES shall be used by the DEPARTMENT and the CITY only for the construction and maintenance of the PROJECT and for no other purpose without the prior written consent of the COMPANY, which consent may be withheld by the COMPANY in its sole discretion. The DEPARTMENT and the CITY accept the PREMISES in its current "as is" condition, as suited for the construction and maintenance of the PROJECT and without the

benefit of any improvements to be constructed by the COMPANY except insofar as contemplated by Section 4(B) of this AGREEMENT.

SECTION 16. (*Construction & Timing*) The PARTIES shall construct, and the CITY shall maintain, the PROJECT in such a manner as will not interfere with the operations of the COMPANY (except as approved by the COMPANY) or endanger persons or property of the COMPANY, and in accordance with the plans and specifications approved by the COMPANY in accordance with Section 1 and Section 5 of this AGREEMENT. The CITY shall not eliminate nor reduce or interfere with the use of any existing Company points of access from E. North Grand Street or 19th Street until the COMPANY Property Access & Use Adjustments have been constructed and are available for COMPANY's use.

SECTION 17. (*Environmental Matters*) The DEPARTMENT assumes all responsibility for any environmental obligations imposed under applicable laws, regulations or ordinances relating to the construction on, and maintenance of, the PREMISES and/or to any contamination of any property, water, air or groundwater arising or resulting from the DEPARTMENT's permitted operations or uses of the COMPANY's property pursuant to this AGREEMENT. In addition, the CITY shall obtain any necessary permits to construct and maintain the PROJECT. Any due diligence conducted on the PREMISES, including, without limitation, any Environmental Site Assessments undertaken by the DEPARTMNET or the CITY, shall be subject to the Due Diligence and Non-Disclosure provisions

of the Settlement Agreement as if such provisions were set forth in this AGREEMENT verbatim.

SECTION 18. (*The CITY's Indemnification of the COMPANY*) The CITY hereby agrees to be responsible for and to defend, indemnify, release and save harmless the COMPANY, its officers, agents and employees, from and against any and all liability, claims, losses, damages, expenses (including attorney's fees) or costs for personal injuries (including death) and/or property damage to whomsoever or whatsoever that arises in any manner from trespassers accessing the COMPANY's property or the CITY's bridge being constructed pursuant to this AGREEMENT and committing personal injuries (including death) or property damage to pedestrians or motorists that are using North Grand Avenue passing underneath the CITY's bridges being constructed by the DEPARTMENT.

SECTION 19. *(Grade separation structure fencing)* After the construction of the grade separation structure is completed, if the COMPANY believes that the installation of protective fences on or adjacent to the parapet wall along the south outside edge of the highway deck that spans the COMPANY's tracks is necessary, then it shall notify the other PARTIES of that belief in writing, stating the reasons supporting that belief. If required for safety in the reasonable discretion of the COMPANY, the COMPANY may require the CITY, at the CITY's sole cost, to design, install and maintain a protective fence system.

SECTION 20. (*Insurance*) Without limiting in any manner the liabilities and obligations assumed by the DEPARTMENT and the CITY

under any other provision of this AGREEMENT, and as additional protection to the COMPANY, the DEPARTMENT and the CITY shall require their contractor(s) to procure and maintain, in a form and with insurance companies satisfactory to the COMPANY, the following insurance policies in addition to any other insurance policies required under any other section of or exhibit to this AGREEMENT:

A. A Commercial General Liability Insurance Policy having a combined single limit of not less than $2,000,000 per occurrence, $6,000,000 aggregate, for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name the COMPANY as the certificate holder and as an additional insured, and shall include a severability of interests provision; and

B. A single Railroad Protective Liability Insurance Policy for the benefit of the COMPANY as the named insured, shall be carried in limits of $5,000,000 combined single limit per occurrence for bodily injury liability and property damage liability with an aggregate limit $10,000,000 over the life of the policy as set forth in Federal-Aid Policy Guide. Chapter 1, Subchapter G. Part 646, Subpart A, 23 C.F.R. 646A.

SECTION 21. (*Railway Support*) The COMPANY shall furnish, at the COMPANY's option and at the sole expense of the CITY, labor and materials necessary, in the COMPANY's sole judgment, to support its tracks and to protect its rail traffic, personnel and property (including,

without limitation, flagging) during the construction of the PROJECT, in the manner specified in Exhibit 6.

SECTION 22. (*Special Provisions for Protection of COMPANY*) In connection with the construction and maintenance of the PROJECT, it is agreed that the safety of people and the safety and continuity of the COMPANY's rail operations shall be of first importance. The DEPARTMENT and the CITY shall require their employees, agents, contractors, and invitees to utilize and comply with the COMPANY's directives in this regard and shall require its contractor(s) to comply with all provisions of Exhibit 6. For the purpose of interpreting the DEPARTMENT's and the CITY's obligations and those of their respective contractors under Exhibit 6, the DEPARTMENT and/or the CITY are collectively the "Contractor" should the DEPARTMENT and/or the CITY enter onto the PREMISES to perform any work contemplated by this AGREEMENT. To ensure such compliance, the DEPARTMENT and the CITY shall assign a project manager to function as a single point-of-contact for the DEPARTMENT and the CITY for any work performed on the PREMISES or potentially impacting the COMPANY Parcels. Said project manager is referred to as the "Engineer" in Exhibit 6.

SECTION 23. (*Safety of COMPANY Operations*) If the COMPANY becomes aware of any safety violations committed by the DEPARTMENT, the CITY, or any of their respective employees, agents, or contractors, the COMPANY shall notify the DEPARTMENT and the CITY. The DEPARTMENT and the CITY shall promptly correct such

violation. In the event of an emergency threatening immediate danger to persons or property, the COMPANY may take corrective action and shall notify the DEPARTMENT and the CITY promptly thereafter. The CITY shall reimburse the COMPANY for actual costs incurred in taking such emergency measures. The COMPANY assumes no additional responsibility for safety on the PREMISES for the DEPARTMENT and the CITY, and its employees, agents/ or contractors by taking these corrective actions, and the DEPARTMENT and the CITY and its agents/contractors shall retain full responsibility for such safety violations.

SECTION 24. (*Corrective Measures*) If the DEPARTMENT or the CITY fails to take any corrective measures requested by the COMPANY in a timely manner, or if an emergency situation is presented which, in the COMPANY's judgment, requires immediate repairs, the COMPANY, at the CITY's expense, may undertake such corrective measures or repairs as the COMPANY deems necessary or desirable.

SECTION 25. (*Miscellaneous*) All exhibits, attachments, riders and addenda referred to in this AGREEMENT are incorporated into this AGREEMENT and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this AGREEMENT. Each covenant of the COMPANY and the DEPARTMENT and the CITY under this AGREEMENT is independent of each other covenant under this AGREEMENT. No default in performance of any covenant by a PARTY shall excuse the other PARTY from the performance of any other covenant.

SECTION 26. (*Notice to PARTIES*) Whenever any notice, statement or other communication is required under this AGREEMENT, it shall be sent to the contact below except as otherwise provided in this AGREEMENT unless otherwise specifically advised.

As to the DEPARTMENT
Illinois Department of Transportation
Jeffrey Myers, Region Four Engineer
Attn: Implementation Engineer
126 East Ash Street
Springfield, IL 62704

As to the CITY:
City of Springfield
Attn: Nathan Bottom
Chief City Engineer
300 S. Seventh St., Room 203
Springfield. IL 62701

As to the COMPANY:

Illinois & Midland Railroad, Inc.
c/o Genesee & Wyoming Railroad Services, Inc.
13901 Sutton Park Drive South, Suite 270
Jacksonville, FL 32224

Copy to:
Genessee & Wyoming Railroad Services, Inc.
Attn: General Counsel
20 West Avenue
Darien, CT 06820

Each PARTY may, by notice in writing, direct that future notices or demands be sent to a different contact name or address. All notices hereunder shall be deemed given upon receipt (or, if rejected. upon rejection).

SECTION 27. (*Severability*) The invalidity of any section, subsection, clause or provision of this AGREEMENT shall not affect the

validity or the remaining sections, subsections, clauses or provisions of this AGREEMENT.

SECTION 28. (*No Third Party Beneficiary*) This AGREEMENT shall be for the benefit of the PARTIES only, and no person, firm or corporation shall acquire any rights whatsoever by virtue of this AGREEMENT, except the COMPANY, the DEPARTMENT and the CITY, and their respective successors and assigns.

SECTION 29. (*Force Majeure*) The PARTIES agree to pursue the completion of the construction of the PROJECT in accordance with the requirements of this AGREEMENT. No party shall be held responsible to the other for delays caused by Force Majeure events, and such delays shall not be deemed a breach or default under this AGREEMENT. In no event shall a Force Majeure event excuse the CITY or the DEPARTMENT from its obligation to make payment to the COMPANY in accordance with this AGREEMENT. Further, the PARTIES agree that the resolution or settlement of strikes or other labor disputes shall not be deemed to be within the control or reasonable control of the affected PARTY. If any PARTY is unable to complete work assigned to it due to a condition of Force Majeure or other conditions beyond the reasonable control of said PARTY, then said PARTY will diligently pursue completion of the item that is delayed once said condition or conditions are no longer in effect. For purposes of this AGREEMENT, Force Majeure events are defined as circumstances beyond a PARTY's reasonable control that delay performance and may include, but are not limited to, acts of God, actions or decrees of governmental bodies

(beyond control of the parties), acts of the public enemy, labor disputes, fires, insurrections, and floods.

SECTION 30. (*Amendment: Entire AGREEMENT*) This AGREEMENT may be amended only in writing executed by authorized representatives of the PARTIES hereto. No verbal change, modification, or amendment shall be effective unless in writing and signed by authorized representatives of the PARTIES. The provisions hereof constitute the entire AGREEMENT between the PARTIES and supersede any verbal statement, representations, or warranties. stated or implied.

SECTION 31. (*Independent Contractors*) The PARTIES agree that the DEPARTMENT and the CITY and their respective agents and/or contractors shall not be deemed either agents or independent contractors of the COMPANY. Except as otherwise provided by this AGREEMENT, the COMPANY shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by the DEPARTMENT or the CITY or their respective contractors.

Notwithstanding the foregoing, this paragraph shall in no way affect the absolute authority of the COMPANY to temporarily prohibit the DEPARTMENT, the CITY, its agents, and/or contractors, or persons not associated with the DEPARTMENT or the CITY from entering the COMPANY's property, or to require the removal of any person from the COMPANY's property, if the COMPANY determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on, or about the PROJECT exist.

SECTION 32. (*Meaning of "COMPANY"*) The word "COMPANY" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by the COMPANY, to the limited extent the COMPANY has the right or obligation to act on behalf of such other company. Said term also shall include the COMPANY's officers, directors, agents, and employees, and any parent company, subsidiary or affiliate of the COMPANY and their respective officers, directors, agents, and employees.

SECTION 33. (*The CITY Utility Adjustments*) The COMPANY shall allow the CITY, to access the COMPANY Parcels subject to the provisions of SECTION 7 (*Entry Limits*), SECTION 14 (*Right of Entry*), SECTION 15 (*Use and Condition of the Premises*), and SECTION 22 (*Special Provisions for Protection of COMPANY Interests*) for the purposes of the CITY's utility adjustments required by the PROJECT. Such utility adjustments shall be performed by the CITY at no expense to the COMPANY. The CITY shall submit application to the COMPANY and pay the required application fee for any CITY-owned utility crossings of the COMPANY property necessary to replace existing utility crossings. After review and approval of the application, the COMPANY shall grant the CITY, at COMPANY's then standard application, access and license rates, any necessary permits or licenses for the CITY to own, operate, and maintain the utilities.

SECTION 34. *(Reserved)*

SECTION 35. (*Assignment and Successors*) This AGREEMENT shall be binding upon the PARTIES hereto, their successors or assigns.

SECTION 36. (*Additional Federal Requirements*) Since portions of the Springfield Rail Improvements Project are funded by federal grants, the FRA requires that all contractors, including the COMPANY, adhere to the requirements contained in Exhibit 7.

SECTION 37. (*Limitation of Damages*) Notwithstanding anything to the contrary contained in this AGREEMENT, under no circumstances shall the COMPANY be liable for any indirect, incidental, exemplary, punitive or consequential damages arising under or related to this AGREEMENT.

SECTION 38. This AGREEMENT shall be construed and interpreted according to the laws of the State of Illinois.

IN WITNESS WHEREOF, the PARTIES hereto have caused this AGREEMENT to be executed in triplicate counterparts, each of which shall be considered an original by their duly authorized officials as of the dates below indicated.

Illinois Department of Transportation

By_____

Title:_____

Date:_____

City of Springfield, Illinois

By _____

Title: Mayor

Date: Jan. 14, 2025

Illinois & Midland Railroad, Inc.

By _____

Title: President

Date: 01/15/2025

SCHEDULE OF EXHIBITS

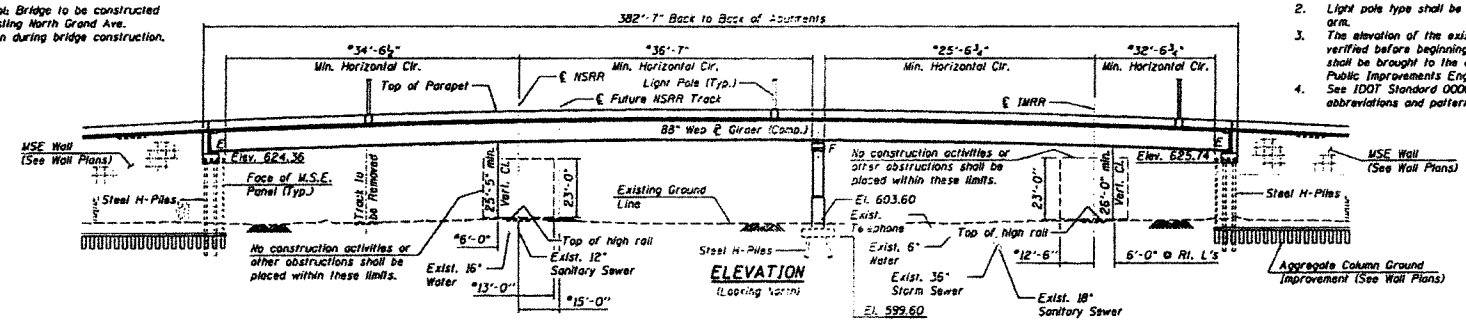
EXHIBIT 1	PROJECT Plans
EXHIBIT 2	The PREMISES
EXHIBIT 3	Force Account Estimate
EXHIBIT 4	COMPANY Property Access & Use Adjustments
EXHIBIT 5	Application for and Copy of Contractor Right of Entry License Agreement
EXHIBIT 6	IMRR – Protection of Railroad Interests
EXHIBIT 7	Assurances and Certifications Related to CITY's Federal Grant

Benchmark: TJM-112 - Chiseled square on SW corner of controller box foundation, NE quadrant of 9th St. and North Grand Ave. Elevation = 604.856

Existing Structure: None

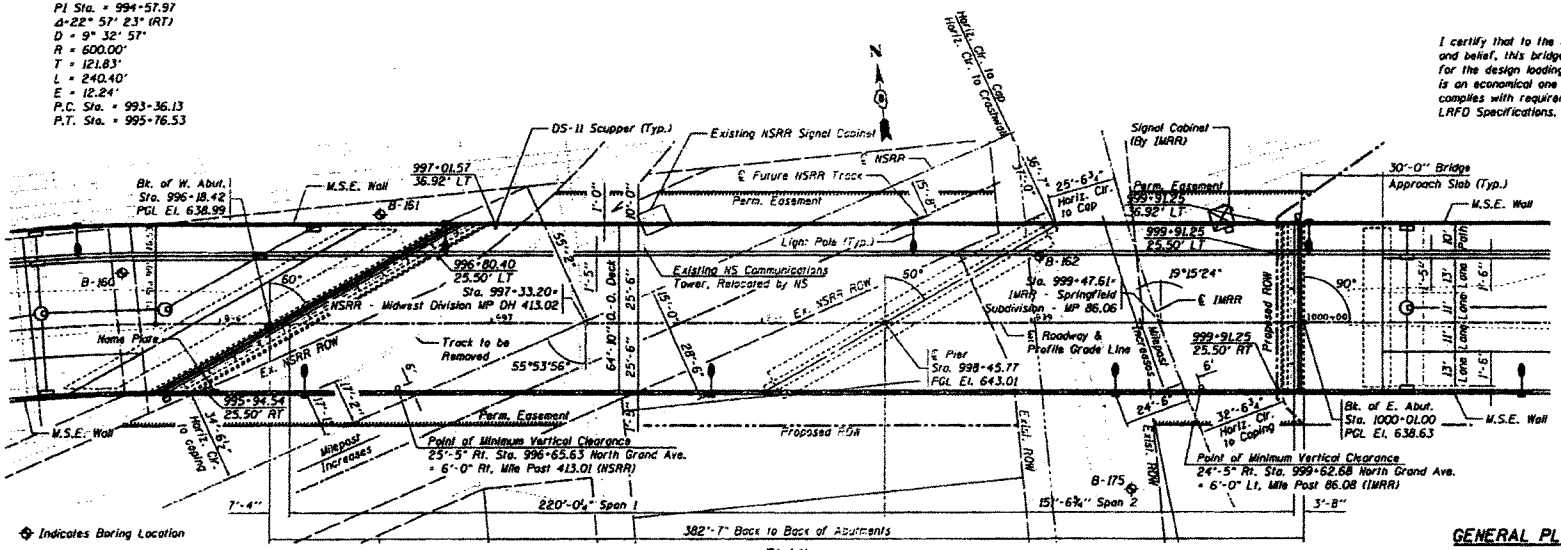
Traffic Control: Bridge to be constructed off Line. Existing North Grand Ave. to remain open during bridge construction.

Notes:
1. No free fall deck drains will be permitted in the spans over the tracks or within 10' of a cross arm of a railroad pole line.
2. Light pole type shall be 30' aluminum pole with 10' davit arm.
3. The elevation of the existing top-of-rail profile shall be verified before beginning construction. All discrepancies shall be brought to the attention of the Norfolk Southern Public Improvements Engineer.
4. See IDOT Standard 000001-08 for standard symbols, abbreviations and patterns.



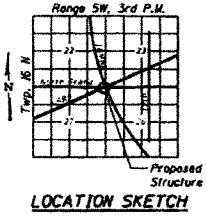
CURVE DATA

Prop. Curve C_ALNGAOVER02_7
PI Sta. = 994+57.97
Δ=22° 57' 23" (RT)
D = 9° 32' 57"
R = 600.00'
T = 121.83'
L = 240.40'
E = 12.24'
P.C. Sta. = 993+36.13
P.T. Sta. = 995+76.53



Indicates Boring Location

PLAN



LOCATION SKETCH

I certify that to the best of knowledge, information and belief, this bridge design is structurally adequate for the design loading shown on the plans. The design is an economical one for the style of structure and complies with requirements of the current AASHTO LRFD Specifications.

LOADING HL-93

Allow 50#/sq. ft. for future wearing surface.

DESIGN SPECIFICATIONS

2020 AASHTO LRFD Bridge Design Specifications, 9th Edition

DESIGN STRESSES

FIELD UNITS

f'c = 3,500 psi
f'c = 4,000 psi (Superstructure Concrete)
fy = 60,000 psi (Reinforcement)
fy = 50,000 psi (M270 Grade 50)

SEISMIC DATA

Seismic Performance Zone (SPZ) = 1
Design Spectral Acceleration at 1.0 sec. (S_{D1}) = 0.107
Design Spectral Acceleration at 0.2 sec. (S_{DS}) = 0.201
Soil Site Class = C

GENERAL PLAN & ELEVATION
NORTH GRAND AVE. OVER IMRR & NSRR
F.A.U. 7972 - SECTION 22-00492-01-BR
SANGAMON COUNTY
STATION 998+10.21
STRUCTURE NO. 084-9973

FINAL PLANS

HANSON

USER NAME = pw00979	DESIGNED - CDP	REVISED -	
	CHECKED - JGT	REVISED -	
PLOT SCALE = 4.00 '/ in.	DRAWN - RSJ	REVISED -	
PLOT DATE = 9/27/2024	CHECKED -	REVISED -	

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

GENERAL PLAN & ELEVATION
STRUCTURE NO. 084-9973
SHEET NO. 1 OF 53 SHEETS

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7972	22-00492-01-BR & 22-00492-01-GM	SANGAMON	714	447
		CONTRACT NO. 93773		
		ILLINOIS FED. AID PROJECT		

Exhibit 1

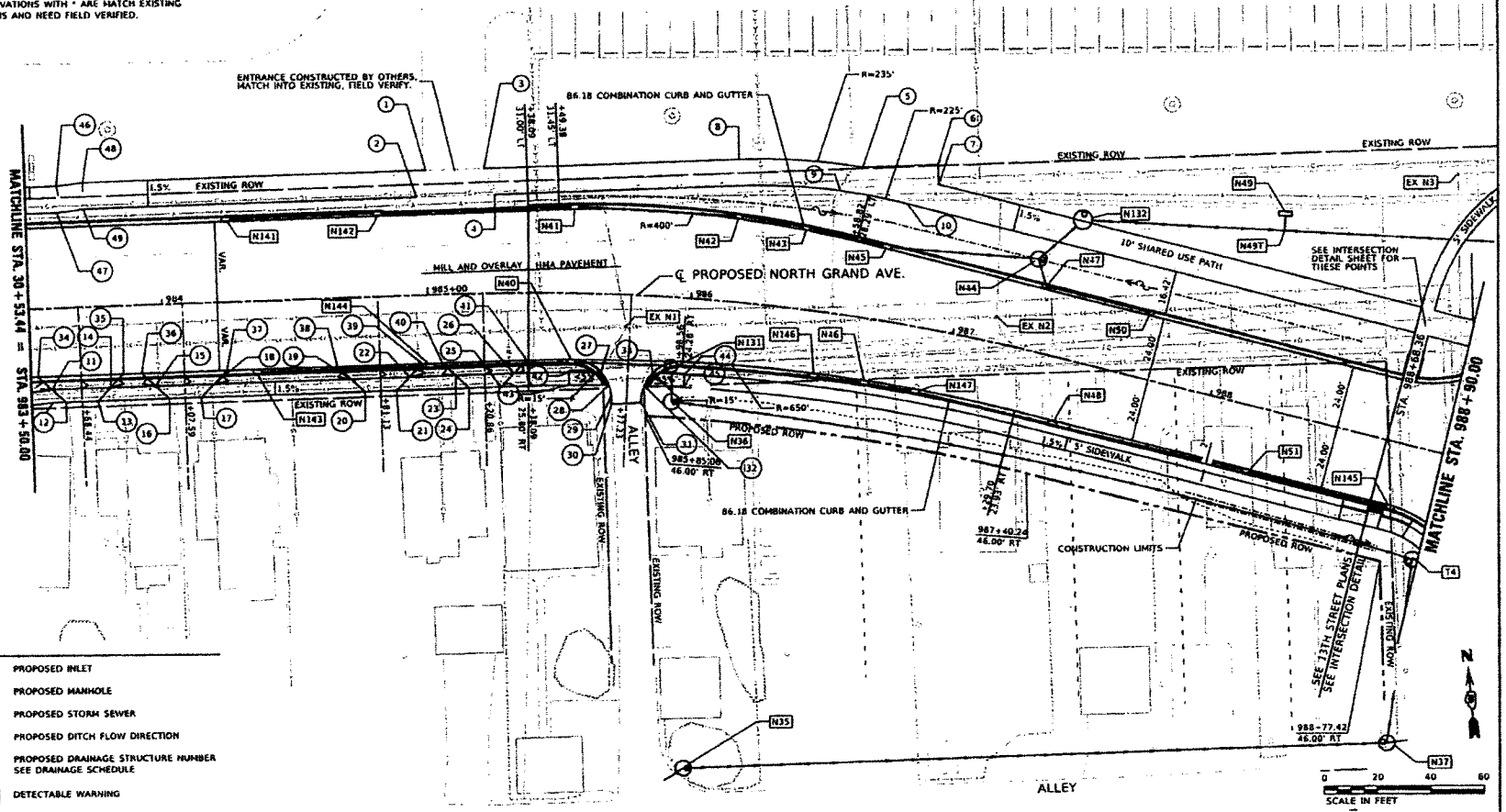
NORTH GRAND AVENUE POINT TABLE				
POINT #	STATION	OFFSET	ELEV	DESC
1	985+00.79	47.07' LT	605.76*	SW
2	984+97.04	37.07' LT	606.30*	SW
3	985+22.25	47.13' LT	606.67*	SW
4	985+25.93	37.19' LT	606.29*	SW
5	986+57.01	56.30' LT	606.08*	SW
6	986+83.30	61.92' LT	606.06*	SW
7	986+84.58	54.57' LT	605.95	SW
8	986+13.07	53.91' LT	605.87*	SW
9	986+50.36	46.36' LT	605.90	SW
10	986+74.72	45.33' LT	605.83	SW
11	983+57.79	31.20' RT	606.93	SW
12	983+62.92	36.20' RT	606.85*	ENT

NORTH GRAND AVENUE POINT TABLE				
POINT #	STATION	OFFSET	ELEV	DESC
13	983+74.92	36.20' RT	606.81*	ENT
14	983+79.79	31.20' RT	606.31	SW
15	983+96.59	31.20' RT	606.76	SW
16	984+01.59	36.20' RT	606.75*	ENT
17	984+13.56	36.20' RT	606.77*	ENT
18	984+18.59	31.20' RT	606.68	SW
19	984+70.13	31.20' RT	606.42	SW
20	984+75.13	36.20' RT	606.48*	ENT
21	984+87.13	36.70' RT	606.46*	ENT
22	984+92.13	31.20' RT	606.39	SW
23	985+09.59	31.20' RT	606.30	SW
24	985+14.58	36.20' RT	606.37*	ENT

NORTH GRAND AVENUE POINT TABLE				
POINT #	STATION	OFFSET	ELEV	DESC
25	985+27.15	36.07' RT	606.50*	ENT
26	985+32.36	30.90' RT	606.39	SW
27	985+66.67	29.98' RT	605.49	EOP
28	985+69.95	34.90' RT	605.58	EOP
29	985+71.00	39.15' RT	605.84	ALLEY
30	985+71.28	42.22' RT	606.04*	ALLEY
31	985+83.18	41.06' RT	606.14*	ALLEY
32	985+83.93	34.56' RT	605.52	EOP
33	985+86.96	29.51' RT	605.43	EOP
34	983+52.65	26.20' RT	606.53	EOP
35	983+84.66	26.22' RT	606.38	EOP
36	983+91.59	26.20' RT	606.35	EOP

NORTH GRAND AVENUE POINT TABLE				
POINT #	STATION	OFFSET	ELEV	DESC
37	984+22.59	26.20' RT	606.20	EOP
38	984+65.13	26.20' RT	606.01	EOP
39	984+97.13	26.20' RT	605.86	EOP
40	985+04.69	26.20' RT	605.83	EOP
41	985+37.51	25.82' RT	605.68	EOP
42	985+54.08	30.33' RT	605.97	SW
43	985+54.23	35.32' RT	606.05	SW
44	985+99.56	29.25' RT	605.47	SW
45	985+99.65	34.25' RT	605.55	SW
46	983+61.80	46.07' LT	606.79*	SW
47	983+61.80	36.07' LT	606.67*	SW
48	983+71.80	47.07' LT	606.82*	SW
49	983+71.80	37.07' LT	606.64*	SW

NOTE: ELEVATIONS WITH * ARE MATCH EXISTING ELEVATIONS AND NEED FIELD VERIFIED.



HANSON

DESIGNED - DJP		REVISED -	
DRAWN - DJP		REVISED -	
CHECKED - MNH		REVISED -	
DATE - 10/01/2024		REVISED -	

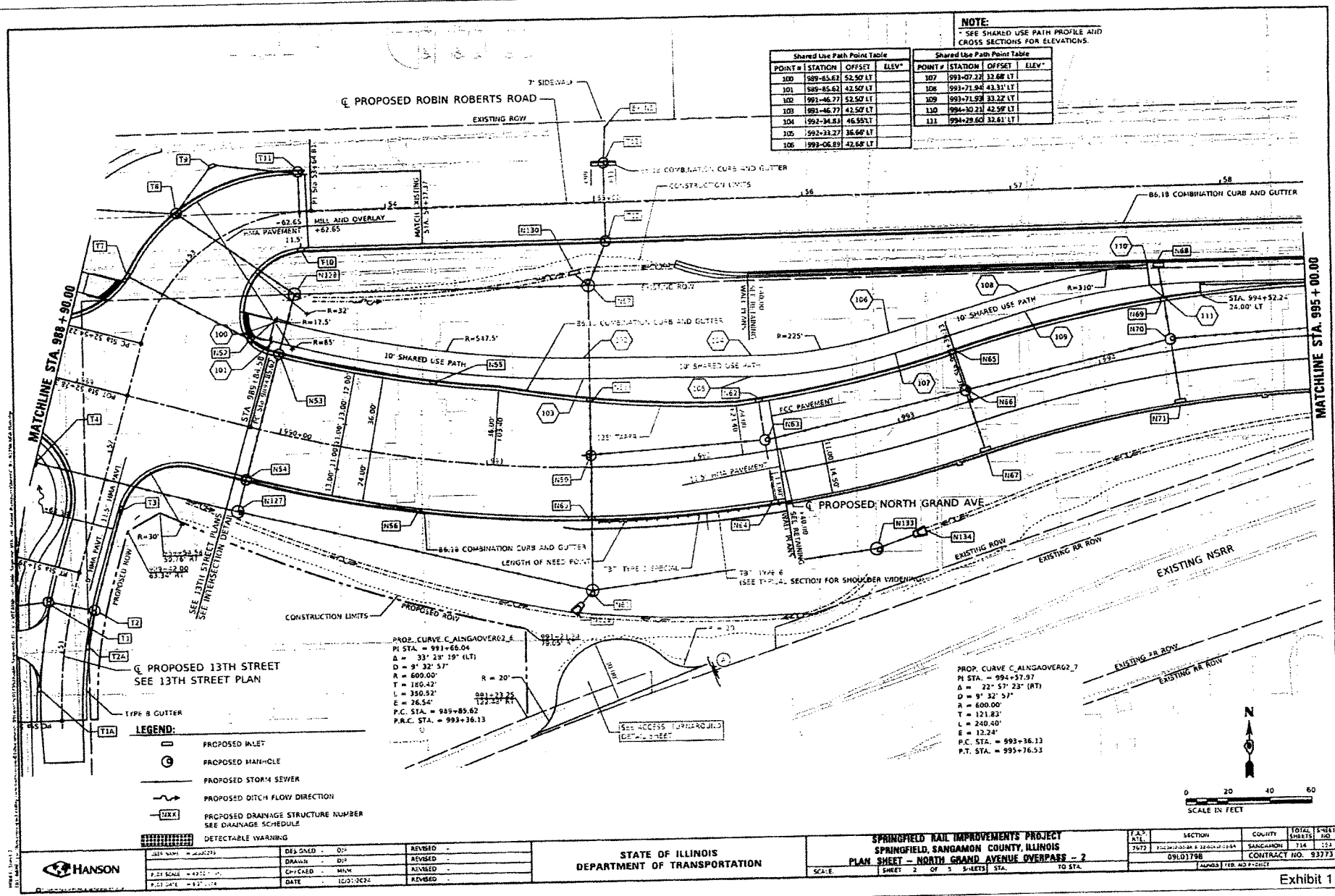
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
PLAN SHEET – NORTH GRAND AVENUE OVERPASS – 1
SCALE: SHEET 1 OF 5 SHEETS STA. TO STA.

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7972	20-00412-00-BR & 20-00412-01-BR	SANGAMON	114	103
	09L0179B	CONTRACT NO. 93773		
	ILLINOIS FED. AID PROJECT			

FINAL PLANS

Exhibit 1



HANSON

DES'GNED - DJP	REVISED -		
DRAWN - DJP	REVISED -		
CHECKED - MWM	REVISED -		
DATE - 10/01/2024	REVISED -		

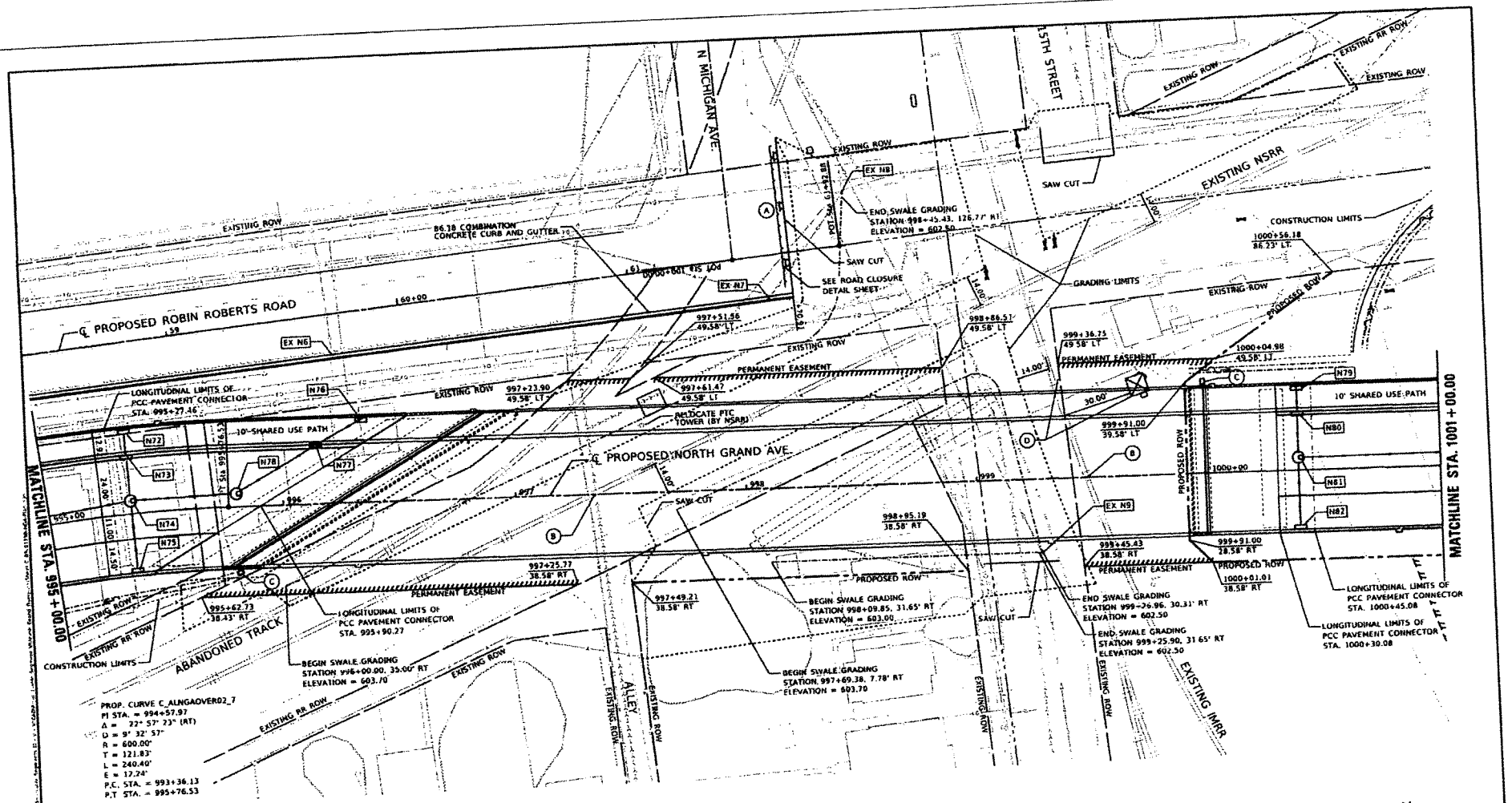
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
PLAN SHEET – NORTH GRAND AVENUE OVERPASS – 2
SCALE: | SHEET 2 OF 5 SHEETS | STA. | TO STA.

F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7672		SANGAMON	114	104
	09L01798	CONTRACT NO. 93773		
	ILLINOIS FED. AID PROJECT			

Exhibit 1

FINAL PLANS



FINAL PLANS

HANSON

USER NAME = pmiller2	DESIGNED - DAP	REVISED -	
	DRAWN - DAP	REVISED -	
PLOT SCALE = 40.00 ' / IN.	CHECKED - MMH	REVISED -	
PLOT DATE = 9/27/2024	DATE - 10/01/2024	REVISED -	

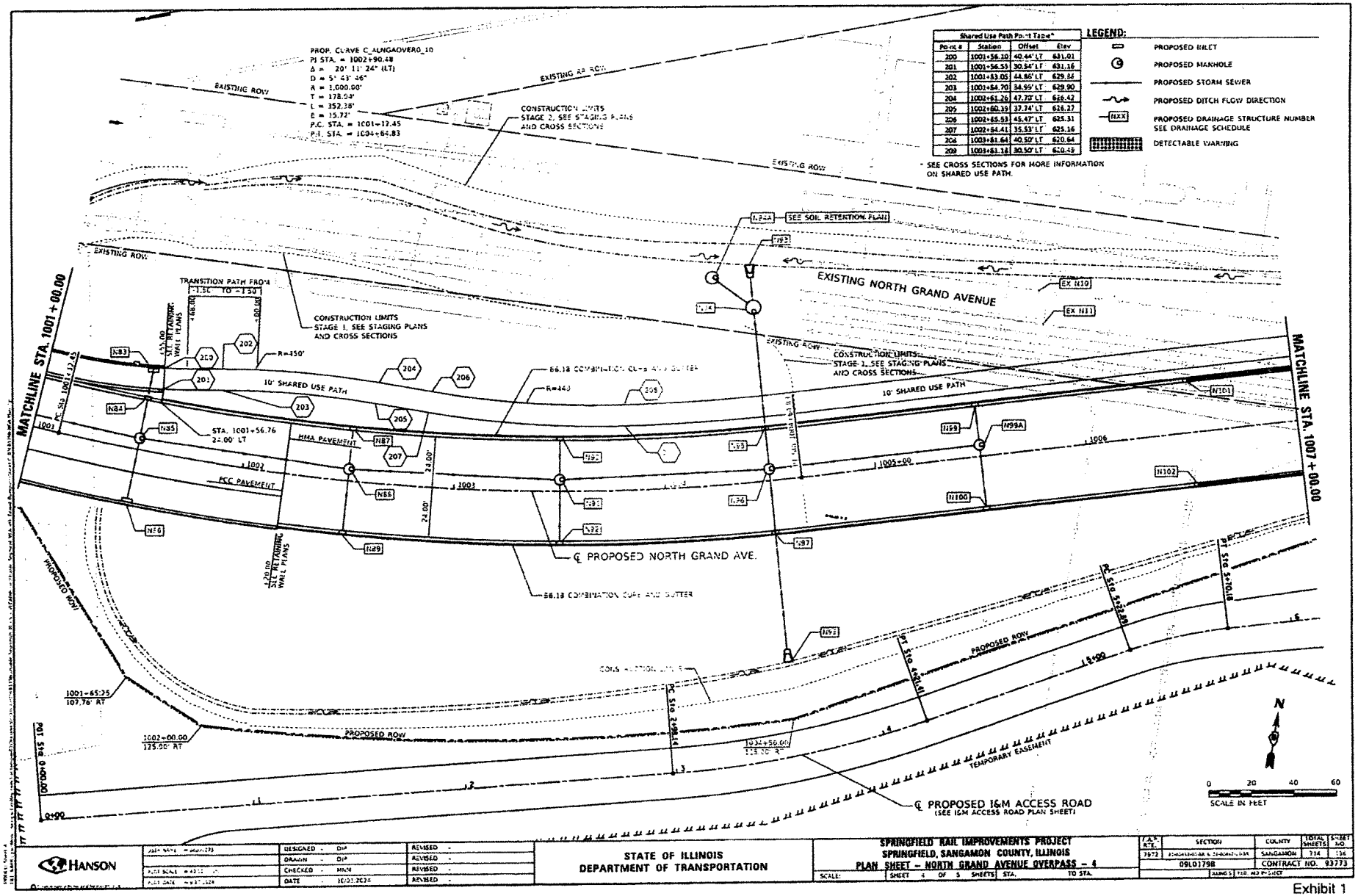
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
PLAN SHEET – NORTH GRAND AVENUE OVERPASS – 3

SCALE: SHEET 3 OF 5 SHEETS STA. TO STA.

F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7572	09L0179B	SANGAMON	714	185
		CONTRACT NO. 93773		
		ILLINOIS FED. AID PROJECT		

Exhibit 1



Shared Use Path Point Table*

Point #	Station	Offset	Elev
200	1001+56.10	40.44' LT	631.01
201	1001+56.55	30.54' LT	631.16
202	1001+83.05	44.86' LT	629.86
203	1001+84.70	34.99' LT	629.90
204	1002+61.26	47.70' LT	626.42
205	1002+60.39	37.74' LT	626.27
206	1002+65.53	45.47' LT	625.31
207	1002+84.41	35.53' LT	625.16
208	1003+81.64	40.50' LT	620.64
209	1003+81.18	30.50' LT	620.49

HANSON

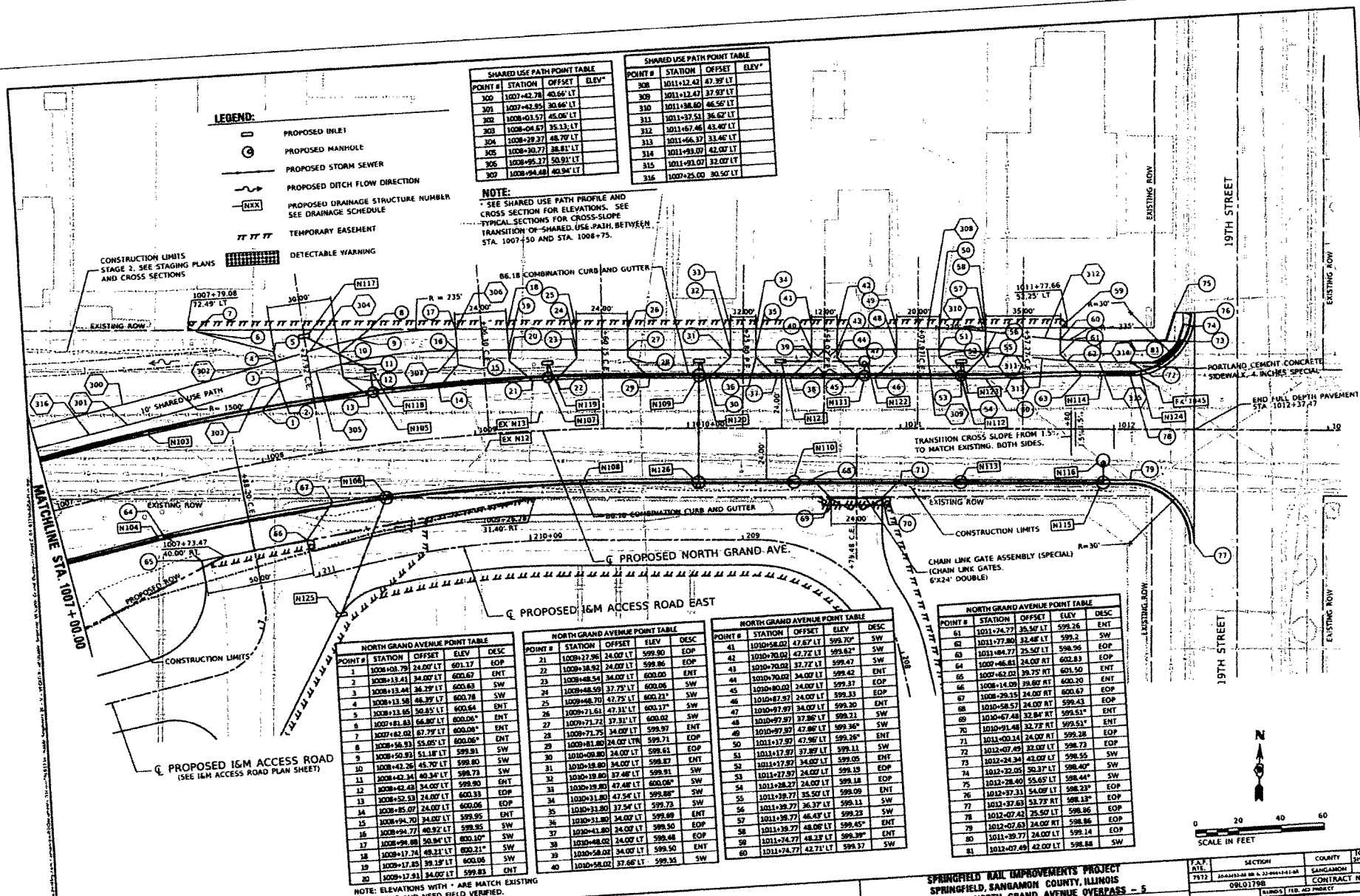
DESIGNED - DJF	REVISED -	
DRAWN - DJF	REVISED -	
CHECKED - MKM	REVISED -	
DATE - 10/01/2024	REVISED -	

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
PLAN SHEET – NORTH GRAND AVENUE OVERPASS – 4
SCALE: SHEET 4 OF 5 SHEETS STA. TO STA.

F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7972	[illegible]	SANGAMON	334	136
	09L01798	CONTRACT NO. 93773		
	RAMP S	TYP. MID PIER SHEET		

Exhibit 1



SHARED USE PATH POINT TABLE			
POINT #	STATION	OFFSET	ELEV*
300	1007+42.78	40.66' LT	
301	1007+42.95	30.66' LT	
302	1008+03.57	45.06' LT	
303	1008+04.67	35.13' LT	
304	1008+29.37	48.70' LT	
305	1008+30.77	38.81' LT	
306	1008+95.27	50.91' LT	
307	1008+94.48	40.94' LT	

SHARED USE PATH POINT TABLE			
POINT #	STATION	OFFSET	ELEV*
308	1011+12.42	47.39' LT	
309	1011+12.47	37.93' LT	
310	1011+38.60	46.56' LT	
311	1011+37.51	36.62' LT	
312	1011+67.46	43.40' LT	
313	1011+66.37	33.46' LT	
314	1011+93.07	42.00' LT	
315	1011+93.07	32.00' LT	
316	1007+25.00	30.50' LT	

NORTH GRAND AVENUE POINT TABLE				
POINT #	STATION	OFFSET	ELEV	DESC
1	1008+08.79	24.00' LT	601.17	EOP
2	1008+13.41	34.00' LT	600.67	ENT
3	1008+13.44	36.29' LT	600.63	SW
4	1008+13.58	46.39' LT	600.78	SW
5	1008+13.85	50.85' LT	600.64	ENT
6	1007+81.83	66.80' LT	600.06*	ENT
7	1007+82.02	67.79' LT	600.08*	ENT
8	1008+56.93	55.05' LT	600.06*	ENT
9	1008+50.93	51.18' LT	599.91	SW
10	1008+42.26	45.70' LT	599.80	SW
11	1008+42.34	40.34' LT	598.78	SW
12	1008+42.43	34.00' LT	599.90	ENT
13	1008+52.53	24.00' LT	600.33	EOP
14	1008+85.07	24.00' LT	600.06	EOP
15	1008+94.70	34.00' LT	599.95	ENT
16	1008+94.77	40.92' LT	599.95	SW
17	1008+98.88	50.84' LT	600.10*	SW
18	1009+17.74	48.23' LT	600.21*	SW
19	1009+17.85	39.19' LT	600.06	SW
20	1009+17.91	34.00' LT	599.83	ENT

NORTH GRAND AVENUE POINT TABLE				
POINT #	STATION	OFFSET	ELEV	DESC
21	1009+27.96	24.00' LT	599.90	EOP
22	1009+38.92	24.00' LT	599.86	EOP
23	1009+48.54	34.00' LT	600.06	ENT
24	1009+48.59	37.75' LT	600.06	SW
25	1009+48.70	47.75' LT	600.23*	SW
26	1009+71.61	47.31' LT	600.17*	SW
27	1009+71.72	37.31' LT	600.02	SW
28	1009+71.75	34.00' LT	599.97	ENT
29	1009+81.80	24.00' LTN	599.71	EOP
30	1010+09.80	24.00' LT	599.61	EOP
31	1010+19.80	34.00' LT	599.87	ENT
32	1010+19.80	37.48' LT	599.91	SW
33	1010+19.80	47.48' LT	600.06*	SW
34	1010+31.80	47.54' LT	599.88*	SW
35	1010+31.80	37.54' LT	599.73	SW
36	1010+31.80	34.00' LT	599.69	ENT
37	1010+41.80	24.00' LT	599.50	EOP
38	1010+48.02	24.00' LT	599.48	EOP
39	1010+58.02	34.00' LT	599.50	ENT
40	1010+58.02	37.68' LT	599.35	SW

NORTH GRAND AVENUE POINT TABLE				
POINT #	STATION	OFFSET	ELEV	DESC
41	1010+58.02	47.67' LT	599.70*	SW
42	1010+70.02	47.72' LT	599.62*	SW
43	1010+70.02	37.72' LT	599.47	SW
44	1010+70.02	34.00' LT	599.42	ENT
45	1010+80.02	24.00' LT	599.37	EOP
46	1010+87.97	24.00' LT	599.33	EOP
47	1010+97.97	34.00' LT	599.30	ENT
48	1010+97.97	37.86' LT	599.23	SW
49	1010+97.97	47.86' LT	599.36*	SW
50	1011+17.97	47.96' LT	599.26*	ENT
51	1011+17.97	37.97' LT	599.11	SW
52	1011+17.97	34.00' LT	599.05	ENT
53	1011+27.97	24.00' LT	599.19	EOP
54	1011+28.27	24.00' LT	599.18	EOP
55	1011+39.77	35.50' LT	599.09	ENT
56	1011+39.77	36.37' LT	599.11	SW
57	1011+39.77	46.43' LT	599.23	SW
58	1011+39.77	48.06' LT	599.45*	ENT
59	1011+74.77	48.23' LT	599.39*	ENT
60	1011+74.77	42.71' LT	599.37	SW

NORTH GRAND AVENUE POINT TABLE				
POINT #	STATION	OFFSET	ELEV	DESC
61	1011+74.77	35.50' LT	599.26	ENT
62	1011+77.80	32.48' LT	599.2	SW
63	1011+84.77	25.50' LT	598.96	EOP
64	1007+46.81	24.00' RT	602.83	EOP
65	1007+62.02	39.75' RT	601.50	ENT
66	1008+14.09	39.60' RT	600.20	ENT
67	1008+29.35	24.00' RT	600.67	EOP
68	1010+58.57	24.00' RT	599.43	EOP
69	1010+67.48	32.84' RT	599.51*	ENT
70	1010+91.48	32.73' RT	599.51*	ENT
71	1011+00.14	24.00' RT	599.28	EOP
72	1012+07.49	32.00' LT	598.73	EOP
73	1012+24.34	42.00' LT	598.55	SW
74	1012+32.05	50.37' LT	598.40*	SW
75	1012+28.40	55.65' LT	598.44*	SW
76	1012+37.31	54.09' LT	598.23*	EOP
77	1012+37.63	53.73' RT	598.13*	EOP
78	1012+07.42	25.50' LT	598.86	EOP
79	1012+07.63	24.00' RT	598.86	EOP
80	1011+39.77	24.00' LT	599.14	EOP
81	1012+07.49	42.00' LT	598.88	SW

NOTE: ELEVATIONS WITH * ARE MATCH EXISTING ELEVATIONS AND NEED FIELD VERIFIED.

HANSON

DESIGNED	DJP	REVISED	-
DRAWN	DJP	REVISED	-
CHECKED	MHN	REVISED	-
DATE	11/19/2024	REVISED	-

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

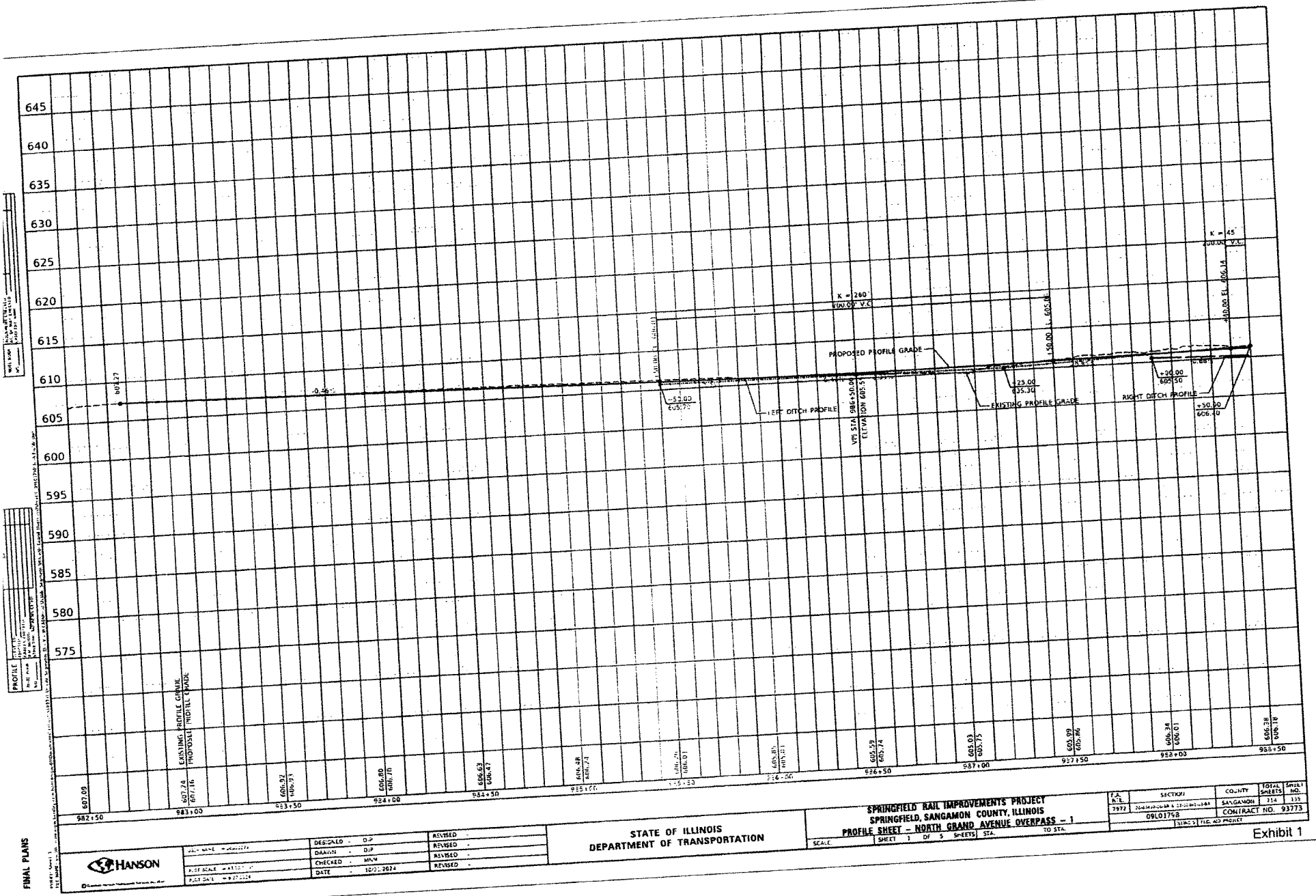
SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
PLAN SHEET – NORTH GRAND AVENUE OVERPASS – S

SCALE: | SHEET 5 OF 5 SHEETS | STA. | TO STA.

F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7972		SANGAMON	714	187
		CONTRACT NO. 93773		
	09L01798	ILLINOIS FED. AID PROJECT		

FINAL PLANS

Exhibit 1



FINAL PLANS

HANSON

DESIGNED	DJP
DRAWN	DJP
CHECKED	MKW
DATE	10/01/2024

REVISED -
REVISED -
REVISED -
REVISED -

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

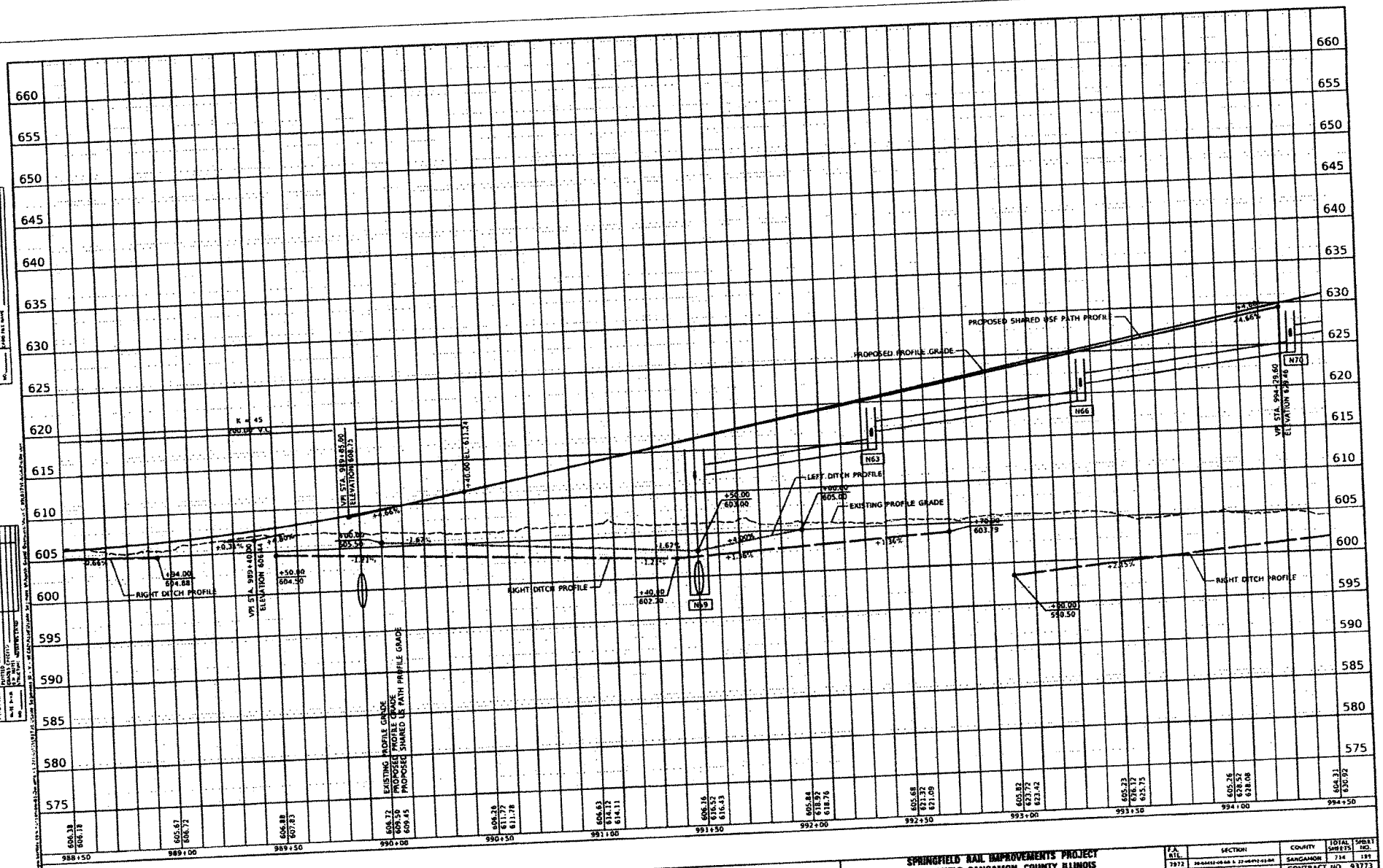
SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
PROFILE SHEET – NORTH GRAND AVENUE OVERPASS – 1

SCALE:
SHEET 1 OF 5 SHEETS STA. TO STA.

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7977	09L01758	SANGAMON	214	135
		CONTRACT NO. 93773		

SUBJECT TO FED. AID PROJECT

Exhibit 1



FINAL PLANS

Hanson

PLOT SCALE = 10.000 ' / in.	DESIGNED - DJP	REVISED -	
PLOT DATE = 10/1/2024	DRAWN - DJP	REVISED -	
	CHECKED - MNN	REVISED -	
	DATE - 10/01/2024	REVISED -	

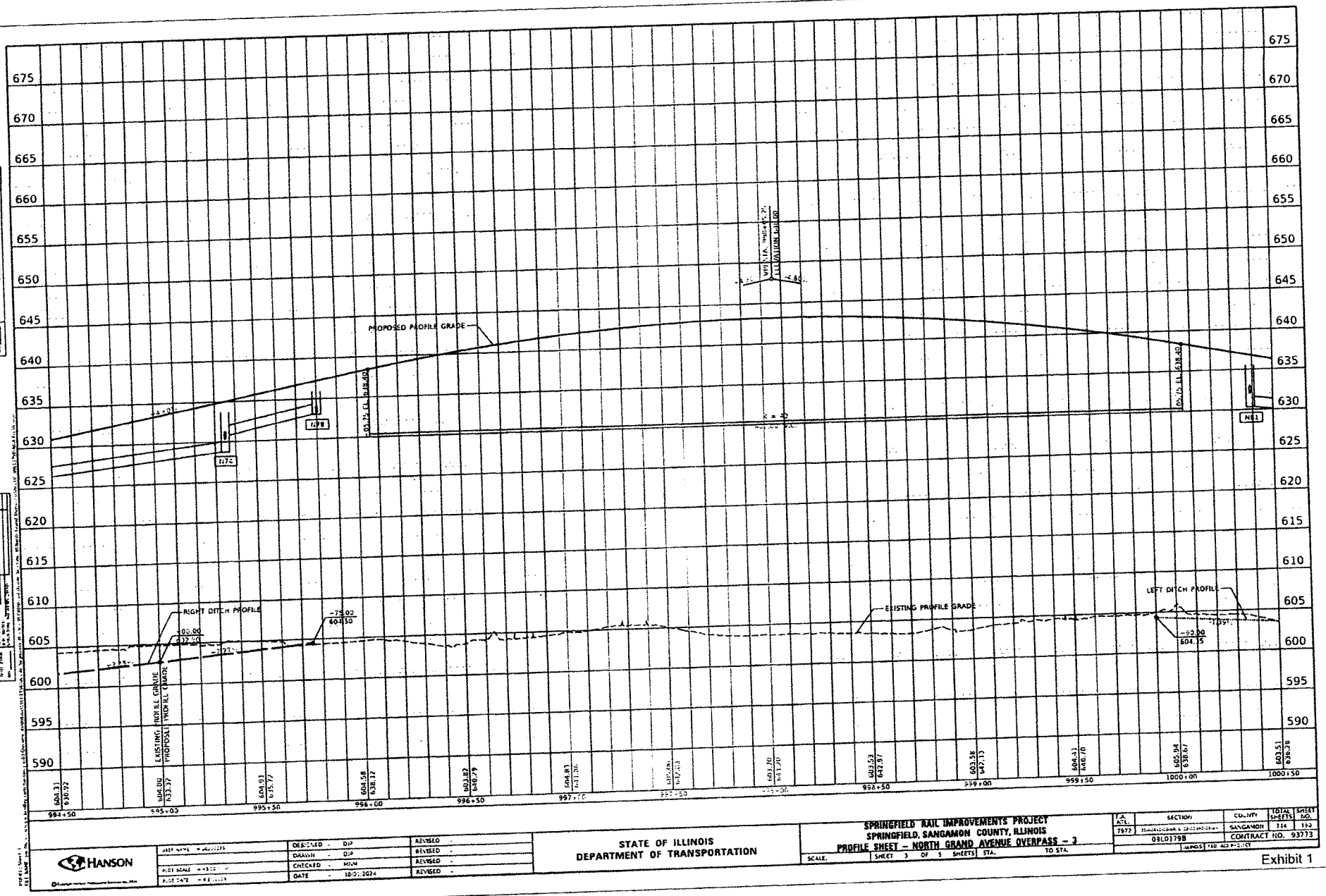
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
PROFILE SHEET – NORTH GRAND AVENUE OVERPASS – 2

SCALE: | SHEET 2 OF 3 SHEETS | STA. | TO STA.

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
2972	09L0179B	SANGAMON	734	199
		CONTRACT NO. 93773		
		ILLINOIS FED. AID PROJECT		

Exhibit 1



HANSON

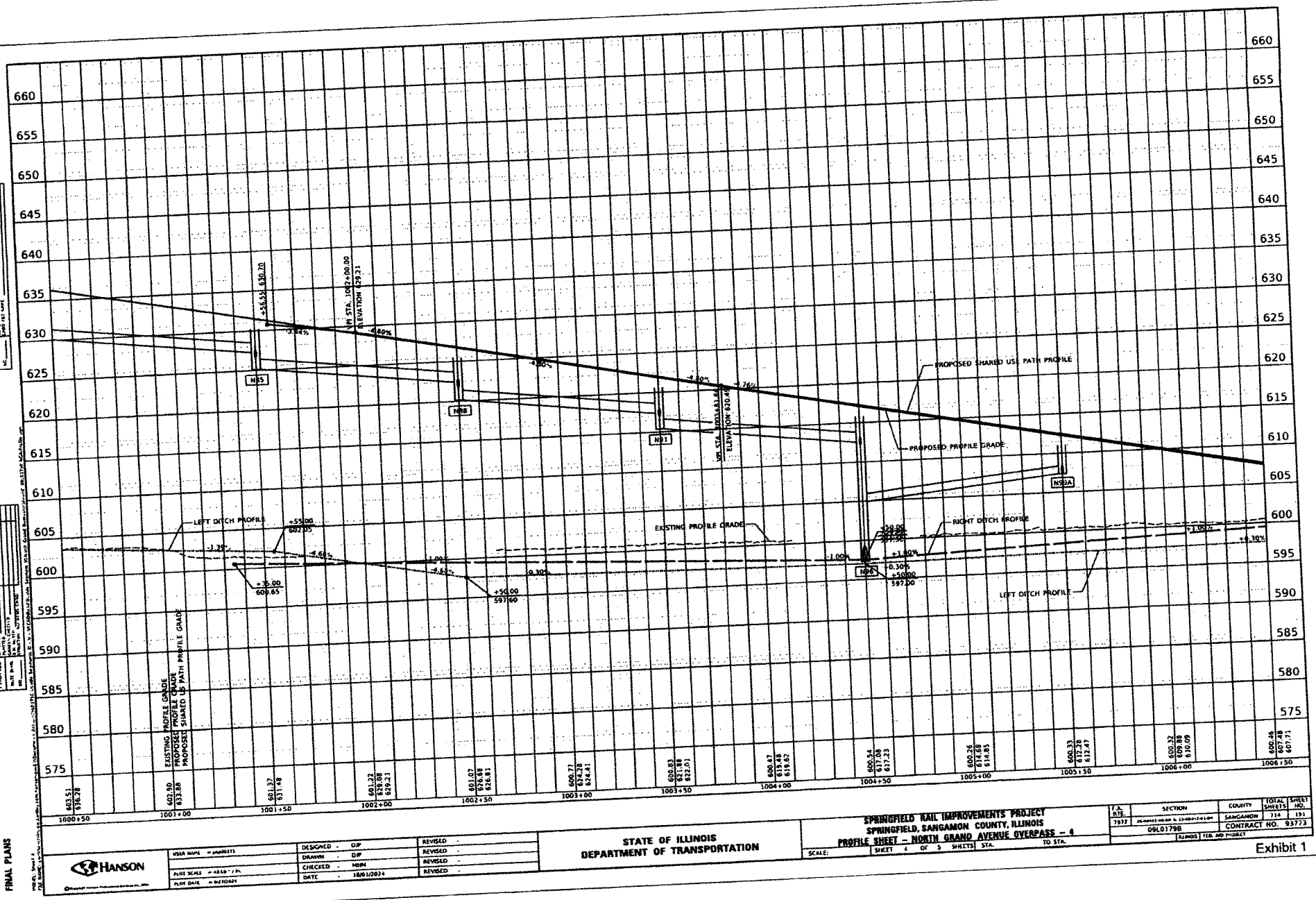
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
PROFILE SHEET – NORTH GRAND AVENUE OVERPASS – 2

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7972		SANGAMON	214	193
	08L0179B	CONTRACT NO. 93773		

FINAL PLANS

Exhibit 1



HANSON	VSIA SCALE = 1in/20ft	DESIGNED - DJP	REVISED -
	PLOT SCALE = 40.0 ' / In.	DRAWN - DJP	REVISED -
	PLOT DATE = 8/7/2024	CHECKED - MBM	REVISED -
		DATE - 08/01/2024	REVISED -

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

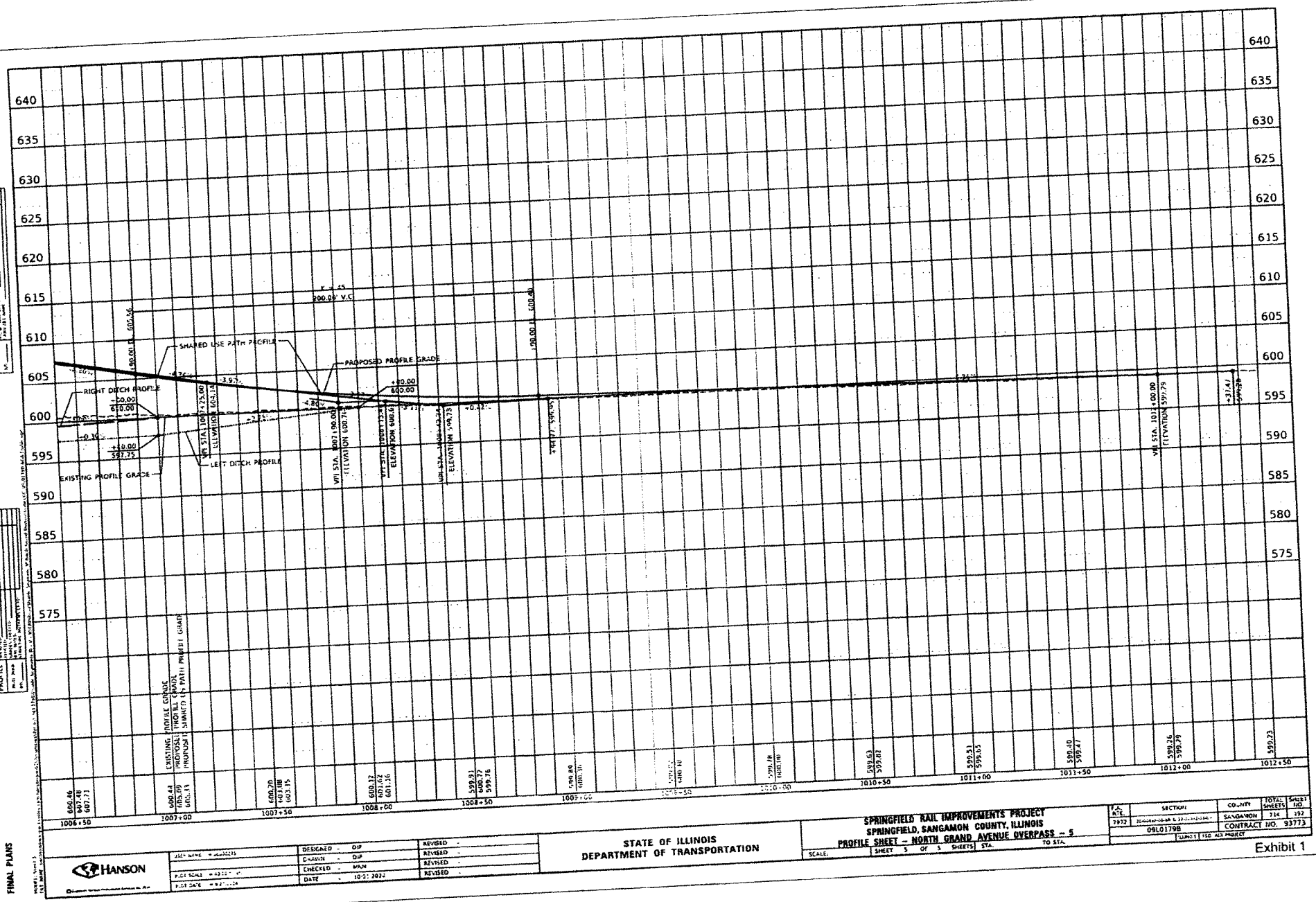
SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
PROFILE SHEET – NORTH GRAND AVENUE OVERPASS – 4

SCALE: | SHEET 4 OF 5 SHEETS | STA. | TO STA.

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7932		SANGAMON	114	193
	09L01798	CONTRACT NO. 93773		
	ILLINOIS FED. AID PROJECT			

FINAL PLANS

Exhibit 1



FINAL PLANS

HANSON

DESIGNED	DJP	REVISED	-
DRAWN	DJP	REVISED	-
CHECKED	MJM	REVISED	-
DATE	10-31-2022	REVISED	-

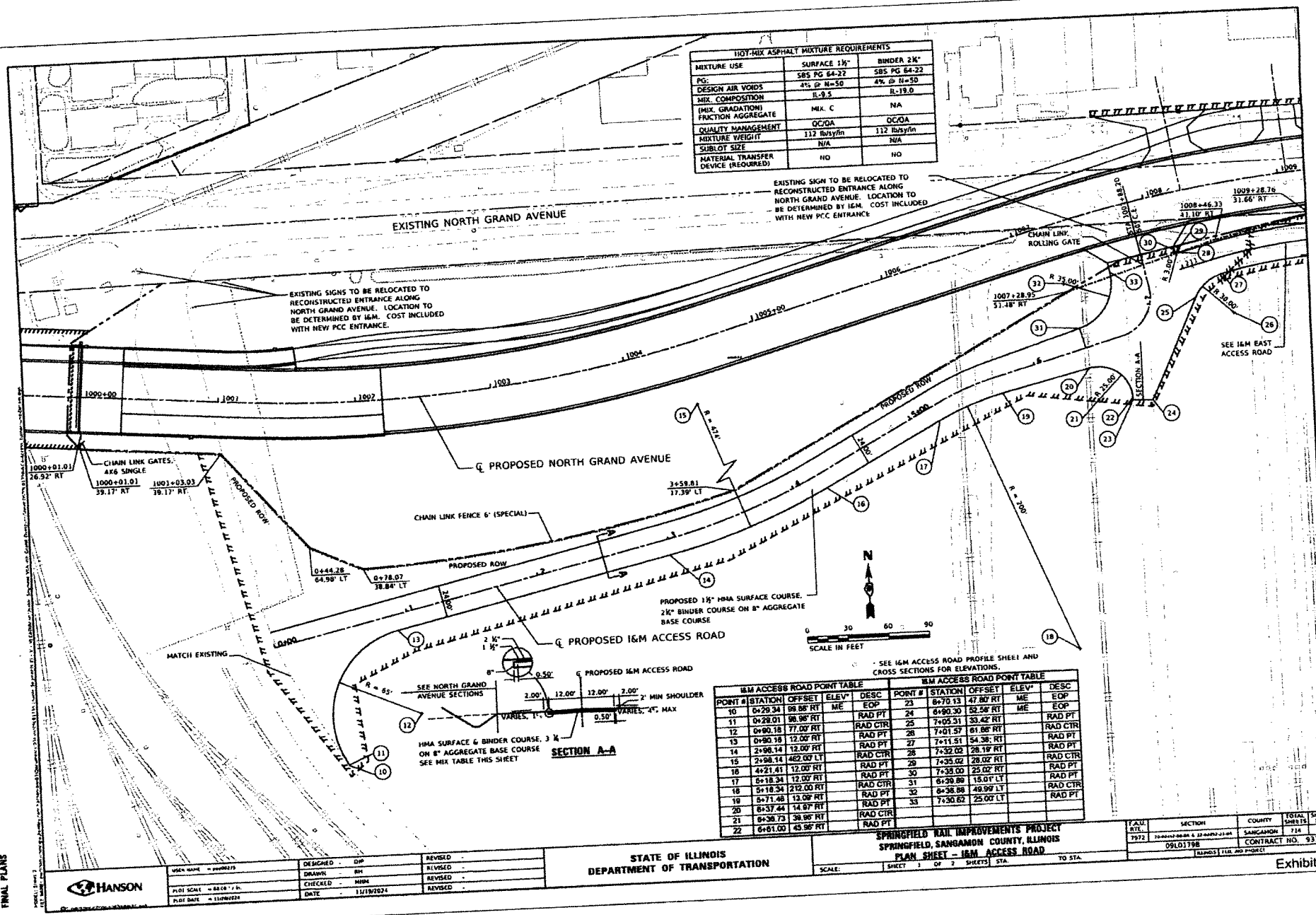
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
PROFILE SHEET – NORTH GRAND AVENUE OVERPASS – 5

SCALE: SHEET 5 OF 5 SHEETS STA. TO STA.

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7972		SANGAMON	736	192
	09L01798	CONTRACT NO. 93773		
		ILLINOIS FED. AID PROJECT		

Exhibit 1



HOT-MIX ASPHALT MIXTURE REQUIREMENTS		
MIXTURE USE	SURFACE 1½"	BINDER 2¼"
PG:	SBS PG 64-22	SBS PG 64-22
DESIGN AIR VOIDS	4% @ N=50	4% @ N=50
MIX. COMPOSITION	IL-9.5	IL-19.0
(MIX. GRADATION) FUCTION AGGREGATE	MIX. C	N/A
QUALITY MANAGEMENT	QC/QA	QC/QA
MIXTURE WEIGHT	112 lb/sy/in	112 lb/sy/in
SUBLOT SIZE	N/A	N/A
MATERIAL TRANSFER DEVICE (REQUIRED)	NO	NO

I&M ACCESS ROAD POINT TABLE				
POINT #	STATION	OFFSET	ELEV*	DESC
10	0+29.34	99.86' RT	ME	EOP
11	0+29.01	98.96' RT		RAD PT
12	0+90.18	77.00' RT		RAD CTR
13	0+90.18	12.00' RT		RAD PT
14	2+98.14	12.00' RT		RAD PT
15	2+98.14	462.00' LT		RAD CTR
16	4+21.41	12.00' RT		RAD PT
17	5+18.34	12.00' RT		RAD PT
18	5+18.34	212.00 RT		RAD CTR
19	5+71.48	13.09' RT		RAD PT
20	6+37.44	14.97' RT		RAD PT
21	6+36.73	38.96' RT		RAD CTR
22	6+61.00	45.96' RT		RAD PT

I&M ACCESS ROAD POINT TABLE				
POINT #	STATION	OFFSET	ELEV*	DESC
23	8+70.13	47.80' RT	ME	EOP
24	6+90.30	52.58' RT	ME	EOP
25	7+05.31	33.42' RT		RAD PT
26	7+01.57	61.88' RT		RAD CTR
27	7+11.51	54.38' RT		RAD PT
28	7+32.02	28.19' RT		RAD PT
29	7+35.02	28.02' RT		RAD CTR
30	7+38.00	25.02' RT		RAD PT
31	6+39.89	15.01' LT		RAD PT
32	6+38.88	49.99' LT		RAD CTR
33	7+30.62	25.00' LT		RAD PT

HANSON

USER NAME = pmoore275	DESIGNED - DJP	REVISED -	
PLOT SCALE = 60.00 ' / in.	DRAWN - RH	REVISED -	
PLOT DATE = 11/19/2024	CHECKED - MHM	REVISED -	
	DATE - 11/19/2024	REVISED -	

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
PLAN SHEET – I&M ACCESS ROAD

SCALE: SHEET 1 OF 2 SHEETS STA. TO STA.

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7972	20-00457-00-RR & 22-00452-23-RR	SANGAMON	714	185
	09L01398	CONTRACT NO. 93773		
	ILLINOIS FED. AID PROJECT			

Exhibit 1

FINAL PLANS

HOT-MIX ASPHALT MIXTURE REQUIREMENTS		
MIXTURE USE	SURFACE 1½"	BINDER 2¼"
PG:	SBS PG 64-22	SBS PG 64-22
DESIGN AIR VOIDS	4% @ N=50	4% @ N=50
MIX. COMPOSITION	IL-9.5	IL-19.0
(MIX. GRADATION) FRICTION AGGREGATE	MIX. C	N/A
QUALITY MANAGEMENT	QC QA	QC/QA
MIXTURE WEIGHT	112 lb/sy/in	112 lb/sy/in
SUBLOT SIZE	N/A	N/A
MATERIAL TRANSFER DEVICE (REQUIRED)	NO	NO

RAILROAD POINT CONTROL		
POINT	NORTHING	EASTING
34	1146651.80	2447274.56
35	1146650.09	2447273.92
36	1147402.66	2447210.16
37	1147414.82	2447150.33

19TH STREET

SEE TURNAROUND / 19TH STREET ENTRANCE DETAILS SHEET FOR MORE INFORMATION

℄ I&M EAST DRIVE

TEMP. EASEMENT

TEMP. EASEMENT

PERM. EASEMENT

PROPOSED NGM

5.00' (TRACK REMOVAL 3.00')

5.00' (TRACK REMOVAL 4.91')

5.00' (TRACK REMOVAL 5.03')

CONCRETE SLAB REMOVAL

CONCRETE SLAB REMOVAL

2.00

2.00

HMA SURFACE & BINDER COURSE, 3 ½"
CA 6 AGGREGATE BASE COURSE
SEE MAT. TABLE THIS SHEET

℄ I&M EAST DRIVE

12.0'

12.0'

LIMITS OF PAVEMENT REMOVAL

SECTION A-A
N.T.S.

0 40 80 120
SCALE IN FEET

NOTE:
PROFILE OF I&M EAST DRIVE SHALL MATCH EXISTING GRADE.

I & M EAST DRIVE

Element	Point Type	Station	Northing	Easting	Radius	Length	Delta / Theta	Rotation Direction
Tangent	POB	200+00.0000	1146625.097	2447330.822				
Arc	PC	200+54.1226	1146624.128	2447278.508				
Arc	PI	200+77.7250	1146623.705	247252.909	30	40	76°23'13.0"	Right
Arc	CC		1146654.123	2447275.970				
Arc	PT	200+94.1189	1146646.540	2447248.944				
Tangent	PT	200+94.1189	1146646.540	2447248.944				
Tangent	PC	201+35.0356	1146666.128	2447236.603				
Arc	PC	201+35.0356	1146666.128	2447236.603				
Arc	PI	201+74.2964	1146724.115	2447226.680	300	78.08	14°54'42.9"	Right
Arc	CC		1146761.951	2447528.863				
Arc	PT	202+13.1139	1146783.376	2447226.666				
Tangent	PT	202+13.1139	1146783.376	2447226.866				
Tangent	PC	204+52.8793	1147003.158	2447228.005				
Arc	PC	204+52.8793	1147003.158	2447228.005				
Arc	PI	205+49.6211	1147069.879	2447228.484	830	192.55	13°47'25.0"	Left
Arc	CC		1147006.936	2446428.014				
Arc	PT	206+45.4279	1147193.941	2447205.851				
Tangent	PT	206+45.4279	1147193.941	2447205.851				
Tangent	PC	207+99.3957	1147343.843	2447169.860				
Arc	PC	207+99.3957	1147343.843	2447169.860				
Arc	PI	208+55.5974	1147398.268	2447156.723	70	94.71	77°31'14.6"	Left
Arc	CC		1147327.280	2447101.799				
Arc	PT	208+94.1051	1147397.269	2447100.530				
Tangent	PT	208+94.1051	1147397.269	2447100.530				
Tangent	PC	209+83.9655	1147395.639	2447010.665				
Arc	PC	209+83.9655	1147395.639	2447010.665				
Arc	PI	210+31.6500	1147394.775	2446963.008	380	94.85	14°00'25.3"	Left
Arc	CC		1147007.703	2447017.699				
Arc	PT	210+78.8393	1147362.401	2446916.977				
Tangent	PT	210+78.8393	1147362.401	2446916.977				
Tangent	POE	211+02.9150	1147378.232	2446894.026				

HANSON

DESIGNED	DJP	REVISED	-
DRAWN	RH	REVISED	-
CHECKED	MJM	REVISED	-
DATE	11/13/2024	REVISED	-

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
PLAN SHEET – I&M ACCESS ROAD

SCALE: | SHEET 2 OF 2 SHEETS | STA. | TO STA.

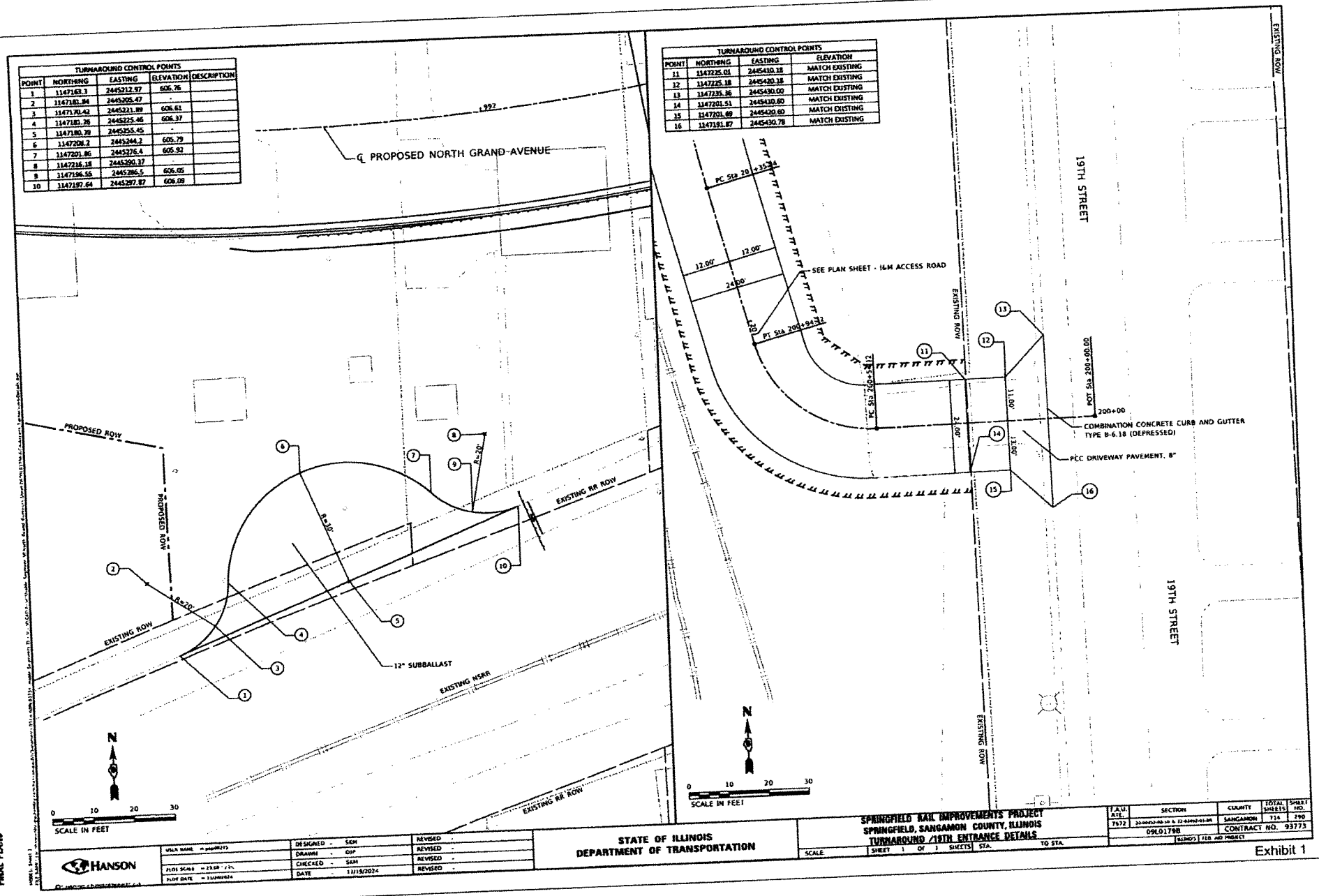
F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7572		SANGAMON	736	196

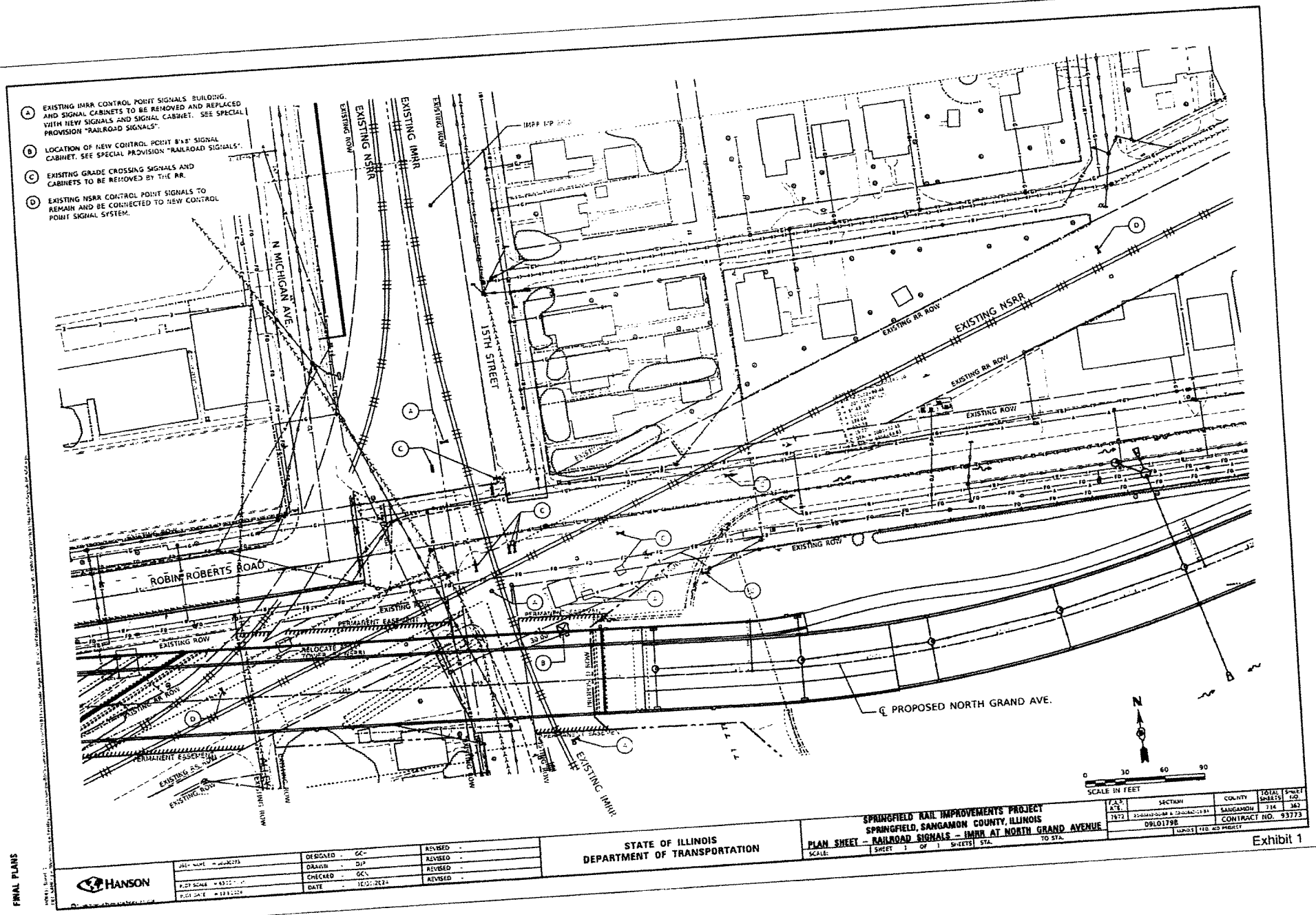
CONTRACT NO. 93773

ILLINOIS FED. AID PROJ.

FINAL PLANS

Exhibit 1


TURNAROUND CONTROL POINTS
POINT | NORTHING | EASTING | ELEVATION | DESCRIPTION
1 | 1147163.3 | 2445212.97 | 606.76 |
2 | 1147181.84 | 2445205.47 | - |
3 | 1147170.42 | 2445221.89 | 606.61 |
4 | 1147183.28 | 2445225.46 | 606.37 |
5 | 1147180.39 | 2445255.45 | - |
6 | 1147208.2 | 2445244.2 | 605.79 |
7 | 1147201.86 | 2445276.4 | 605.92 |
8 | 1147216.18 | 2445290.37 | - |
9 | 1147196.55 | 2445286.5 | 606.05 |
10 | 1147197.64 | 2445297.87 | 606.09
TURNAROUND CONTROL POINTS
POINT | NORTHING | EASTING | ELEVATION
11 | 1147225.01 | 2445430.18 | MATCH EXISTING
12 | 1147225.18 | 2445420.18 | MATCH EXISTING
13 | 1147235.36 | 2445430.00 | MATCH EXISTING
14 | 1147201.51 | 2445430.60 | MATCH EXISTING
15 | 1147201.69 | 2445420.60 | MATCH EXISTING
16 | 1147191.87 | 2445430.78 | MATCH EXISTING
℄ PROPOSED NORTH GRAND AVENUE
992
PROPOSED ROW
PROPOSED ROW
EXISTING ROW
EXISTING RR ROW
EXISTING NSRR
EXISTING RR ROW
R=30'
R=20'
R=20'
12" SUBBALLAST
N
SCALE IN FEET
0 10 20 30
PC Sta 20+33.34
PT Sta 20+94.33
SEE PLAN SHEET - 16M ACCESS ROAD
12.00'
12.00'
24.00'
EXISTING ROW
19TH STREET
POT Sta 200+60.00
200+00
COMBINATION CONCRETE CURB AND GUTTER TYPE B-6.18 (DEPRESSED)
PCC DRIVEWAY PAVEMENT, 8"
11.00'
2.00'
13.00'
19TH STREET
EXISTING ROW
N
SCALE IN FEET
0 10 20 30
HANSON
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
TURNAROUND /19TH ENTRANCE DETAILS
F.A.U. RTE. 7572
SECTION 09L01798
COUNTY SANGAMON
TOTAL SHEETS 714
SHEET NO. 790
CONTRACT NO. 93773
ILLINOIS FED. AID PROJECT
DESIGNED - SKM
DRAWN - DJP
CHECKED - SKM
DATE 11/15/2024
REVISED -
SCALE
SHEET 1 OF 1 SHEETS STA. TO STA.
FINAL PLANS
Exhibit 1



HANSON

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

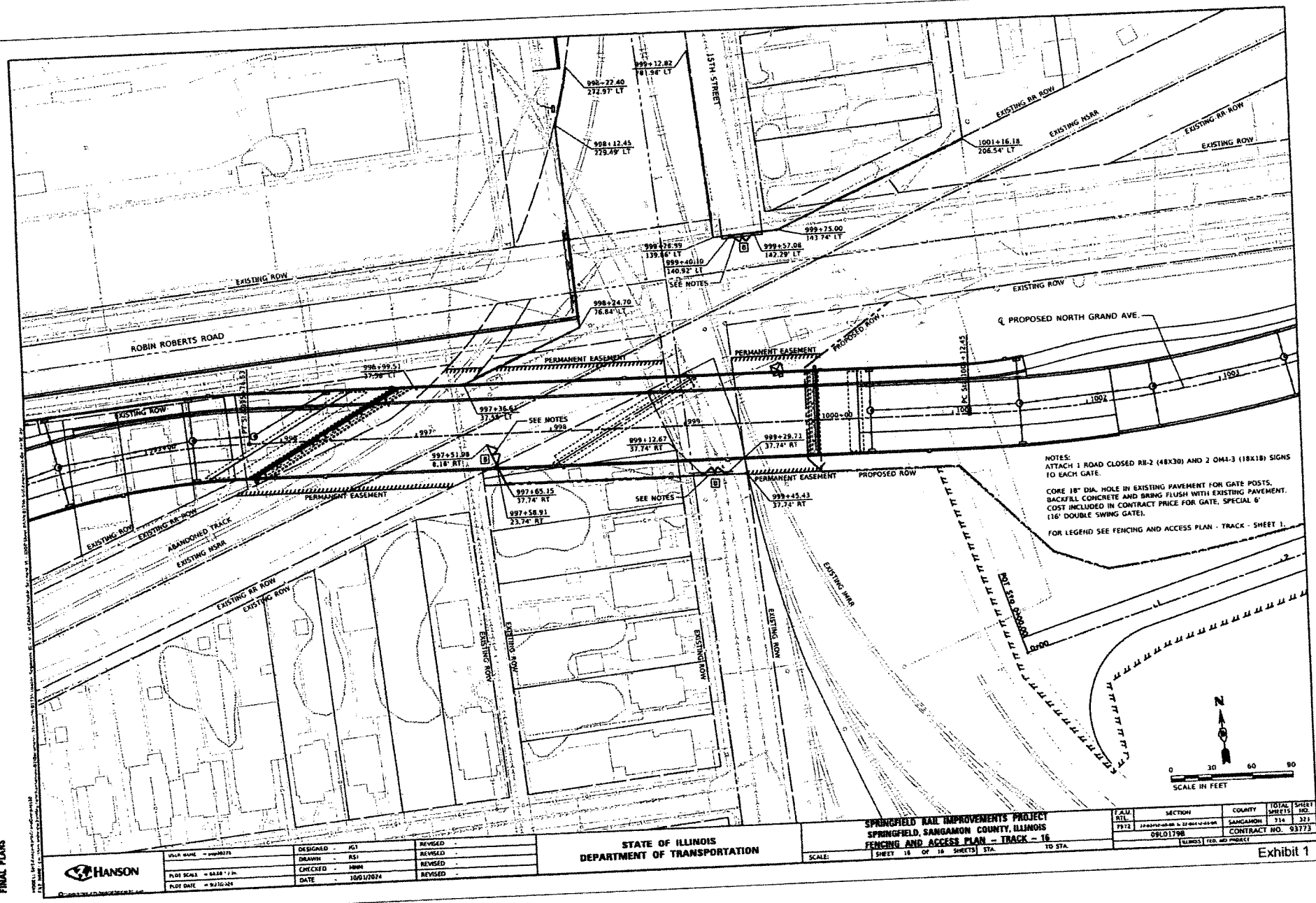
SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
PLAN SHEET – RAILROAD SIGNALS – IMRR AT NORTH GRAND AVENUE

F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7972		SANGAMON	714	362

CONTRACT NO. 93773
D9L01798
ILLINOIS FED. AID PROJECT

Exhibit 1

FINAL PLANS



HANSON

USER NAME =	DESIGNED - JGT		REVISED -
PLOT SCALE = 60.00 ' / in.	DRAWN - RSJ		REVISED -
PLOT DATE = 9/30/2024	CHECKED - MMH		REVISED -
	DATE - 10/01/2024		REVISED -

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

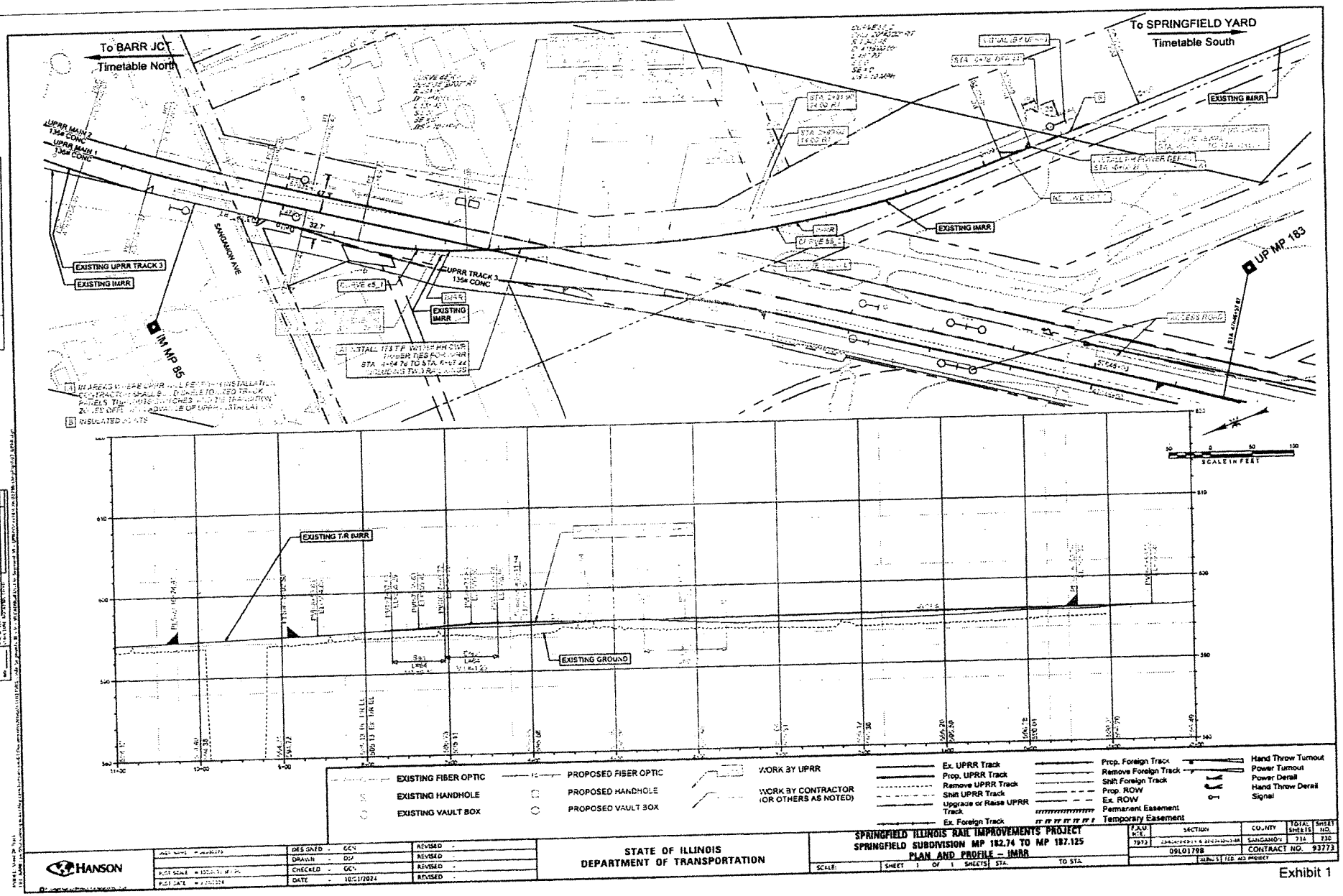
SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
FENCING AND ACCESS PLAN – TRACK – 16

SCALE: SHEET 16 OF 16 SHEETS STA. TO STA.

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7972		SANGAMON	336	321
	09L01798	CONTRACT NO. 93773		
	ILLINOIS FED. AID PROJECT			

FINAL PLANS

Exhibit 1



HANSON

DES'GNED	GCV	REVISED	
DRAWN	DJP	REVISED	
CHECKED	GCV	REVISED	
DATE	10/1/2024	REVISED	

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD ILLINOIS RAIL IMPROVEMENTS PROJECT
SPRINGFIELD SUBDIVISION MP 182.74 TO MP 187.125
PLAN AND PROFILE – IMRR

SCALE: | SHEET 1 OF 1 SHEETS | STA. | TO STA.

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7972		SANGAMON	734	730
	09L0179B	CONTRACT NO.	93773	
	ILLINOIS FED. AID PROJECT			

Exhibit 1

FINAL PLANS

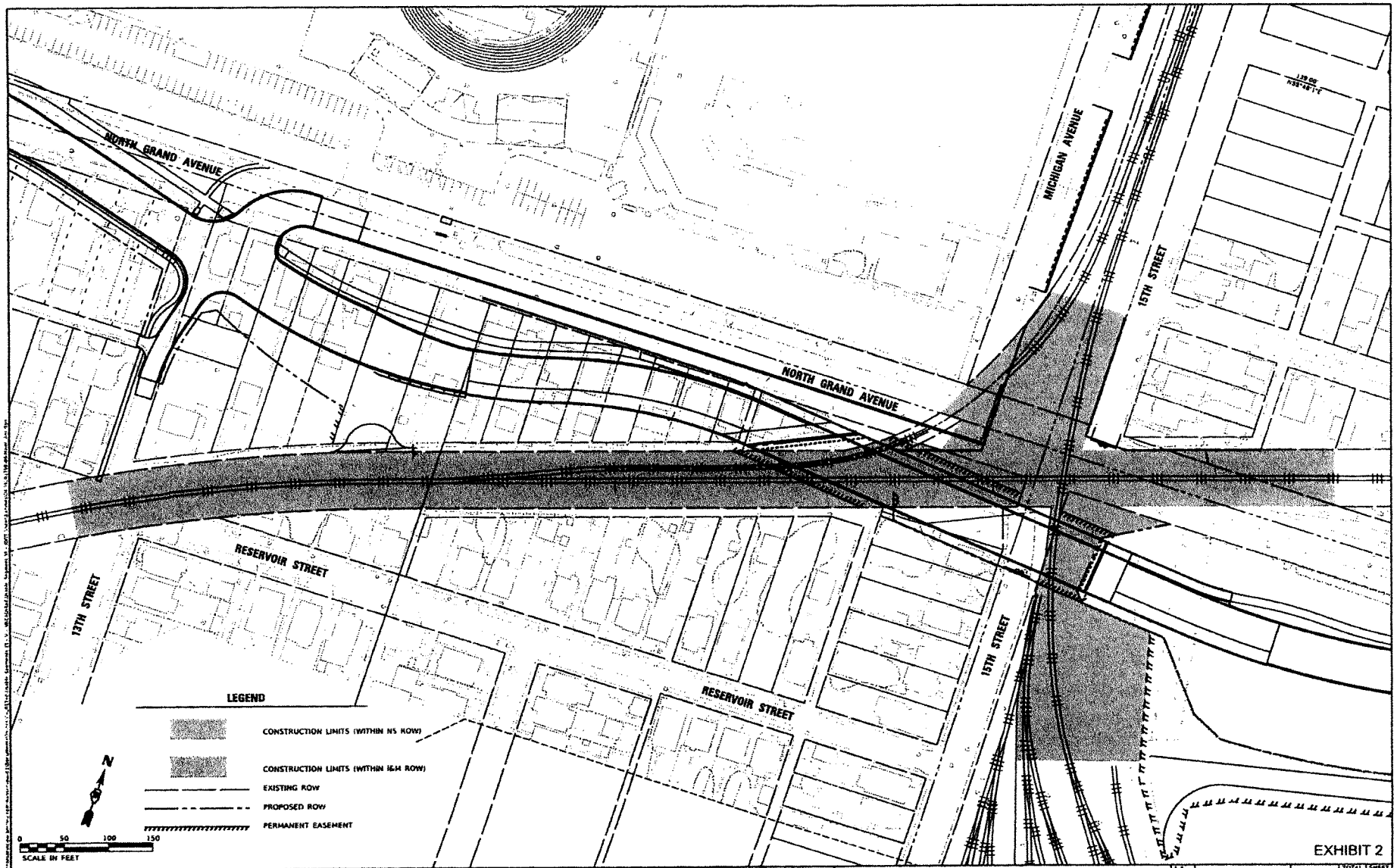


EXHIBIT 2

HANSON

USER NAME =	DESIGNED -	REVISED -
PLOT SCALE = 100.00 ' / in	DRAWN -	REVISED -
PLOT DATE = 11/6/2023	CHECKED -	REVISED -
	DATE - 10/11/2023	REVISED -

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

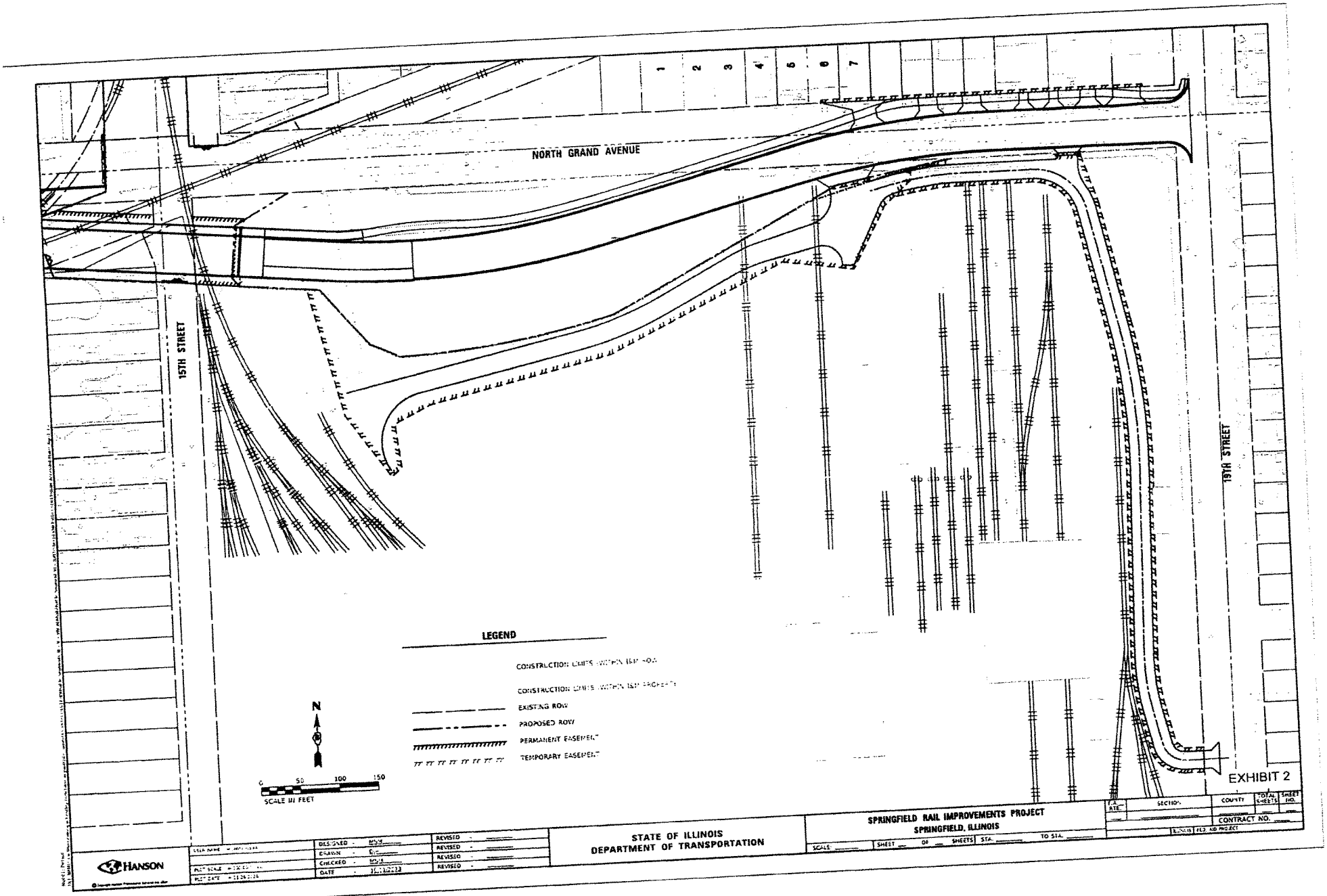
SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, ILLINOIS

SCALE: | SHEET OF SHEETS | STA. | TO STA.

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.

CONTRACT NO.

ILLINOIS FED. AID PROJECT


NORTH GRAND AVENUE
15TH STREET
19TH STREET
LEGEND
CONSTRUCTION LIMITS WITHIN I&M ROW
CONSTRUCTION LIMITS WITHIN I&M PROPERTY
EXISTING ROW
PROPOSED ROW
PERMANENT EASEMENT
TEMPORARY EASEMENT
N
0 50 100 150
SCALE IN FEET
EXHIBIT 2
HANSON
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, ILLINOIS
DESIGNED
DRAWN
CHECKED
DATE
REVISED
SCALE
SHEET
OF
SHEETS
STA.
TO STA.
F.A. RTE.
SECTION
COUNTY
TOTAL SHEETS
SHEET NO.
CONTRACT NO.
ILLINOIS FED. AID PROJECT

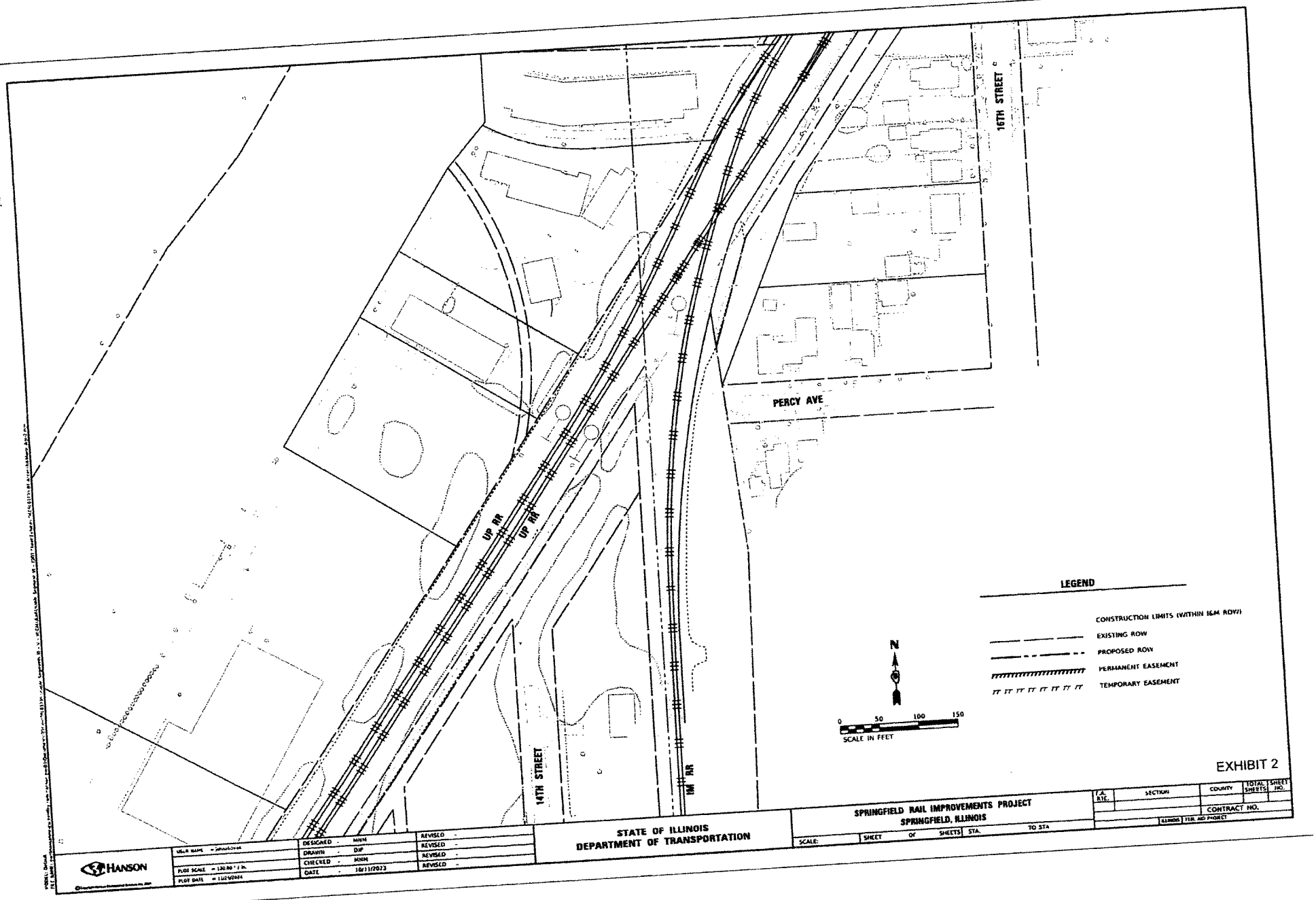


EXHIBIT 2

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, ILLINOIS

SCALE: | SHEET OF SHEETS | STA. | TO STA

F.A. RTE. | SECTION | COUNTY | TOTAL SHEETS | SHEET NO.

CONTRACT NO.

ILLINOIS FED. AID PROJECT

HANSON

USER NAME = jmunson

PLOT SCALE = 120.00 ' / in.

PLOT DATE = 11/2/2023

DESIGNED - MNM | REVISED -

DRAWN - DJP | REVISED -

CHECKED - MNM | REVISED -

DATE - 10/11/2023 | REVISED -

ILLINOIS & MIDLAND RAILROAD, INC.

FORCE ACCOUNT ESTIMATE

EXHIBIT 3

Project Description:	Springfield Rail Improvements Project - Usable Segment VIA
Location:	Springfield, IL
Region:	Northern
Subdivision:	Springfield
Milepost:	86.05

Force Account Estimate

Estimate to Complete

Railroad:	Illinois & Midland Railroad, Inc. (IMRR)	**Region:**	National
Agency:	City of Springfield	**State:**	IL
DOT #:	169960Y/New # TBD	**COUNTY:**	Sangamon
ROADWAY:	North Grand Avenue	**CITY:**	Springfield

DESCRIPTION: GEC CEI Services in support of Usable Segment VIA North Grand Ave overpass. Tasks include, project correspondence, bi-weekly site visits, contractor submission reviews, remark letters, flagging coordination, Crossing Removal, ICC coordination, projcet controls, stakeholder coordination, agency invoicing, and closeout

AGENCY PROJECT NUMBER: T22-0054 / SA 2193 **ESTIMATE SUBJECT TO REVISION AFTER:** 12/22/24

PRELIMINARY ENGINEERING:		
Contracted & Administrative Engineering Services		$ 49,300
Subtotal		**$ 49,300**
CONSTRUCTION & CLOSEOUT:		
Contracted & Administrative Engineering Services		$ 119,000
Subtotal		**$ 119,000**
FLAGGING SERVICE:		
Contracted or Railroad Flagmen Services		(Paid Directly)
Subtotal		**(Paid Directly)**
UTILITY WORK:		$ -
Power Service		$ -
Other		$ -
Subtotal		
CONTRACT WORK:		$ -
Outside Services		$ 50,350
Crossing Removal		**$ 50,350**
Subtotal		
RAILROAD TRACK:		$ -
Labor & Material		$ -
Subtotal		
RAILROAD SIGNAL & COMMUNICATION:		$ -
Labor & Material		$ -
Subtotal		
		$ 218,650
PROJECT SUBTOTAL:		$ 21,865
Contingencies:	10.00%	$ 14,431
Public Project Admin:	6.00%	
		$ 254,946
PROJECT TOTAL:	**********	$ 56,695
CURRENT AUTHORIZED BUDGET:	**********	**$ 198,251**
TOTAL SUPPLEMENT REQUESTED:	**********	

DIVISION OF COST:

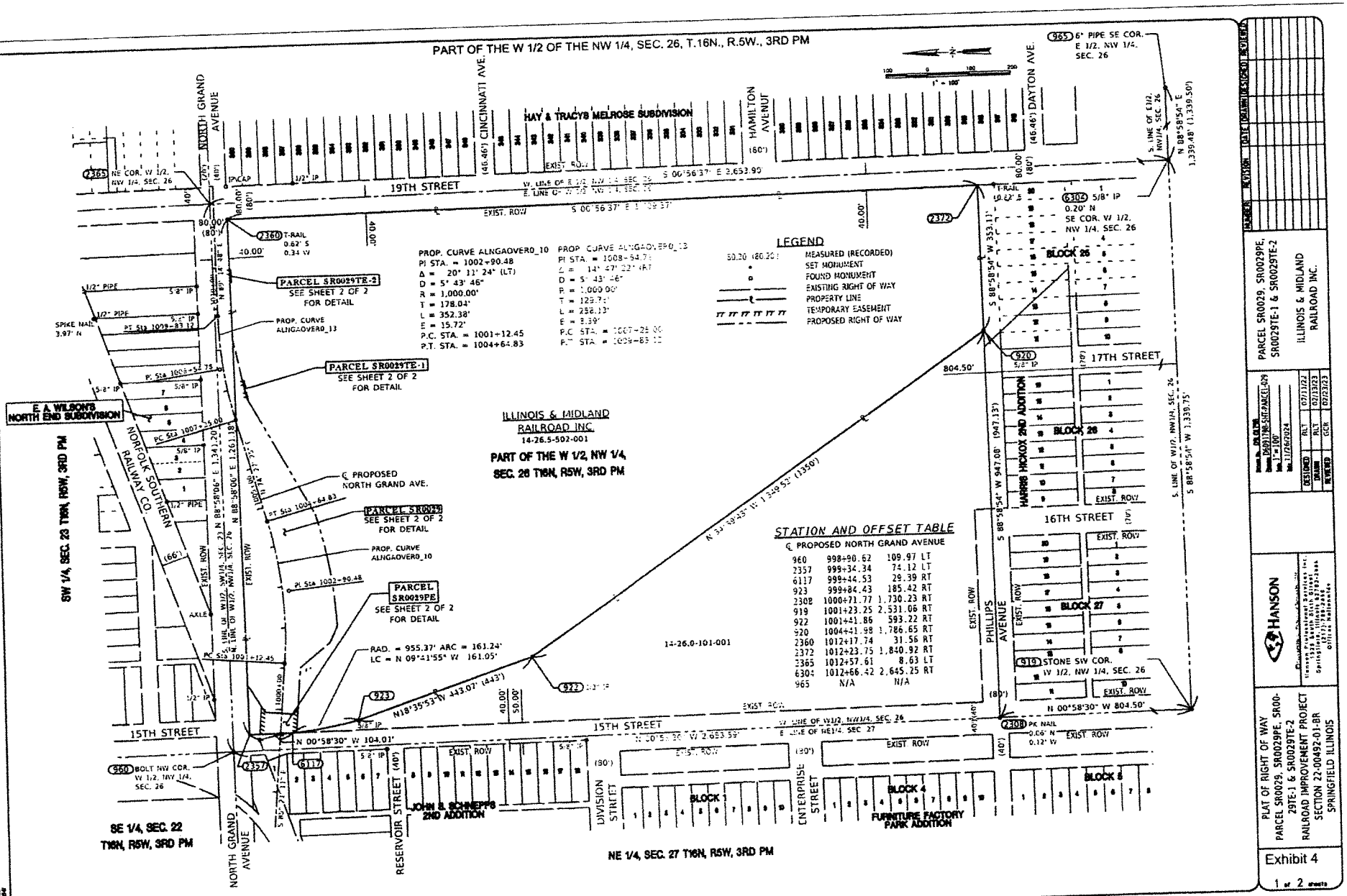
Agency	100.00%	$ 254,946
Railroad	0.00%	$ -

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces & Contractors.
This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for the railroad work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Estimated prepared by: SKS **Approved by:** **Public Project Department**

DATE: 06/22/22 **REVISED:** 06/25/24 **DATE:** 06/25/24

Exhibit 3



PARCEL SR0029, SR0029PE, SR0029TE-1 & SR0029TE-2
ILLINOIS & MIDLAND RAILROAD INC.

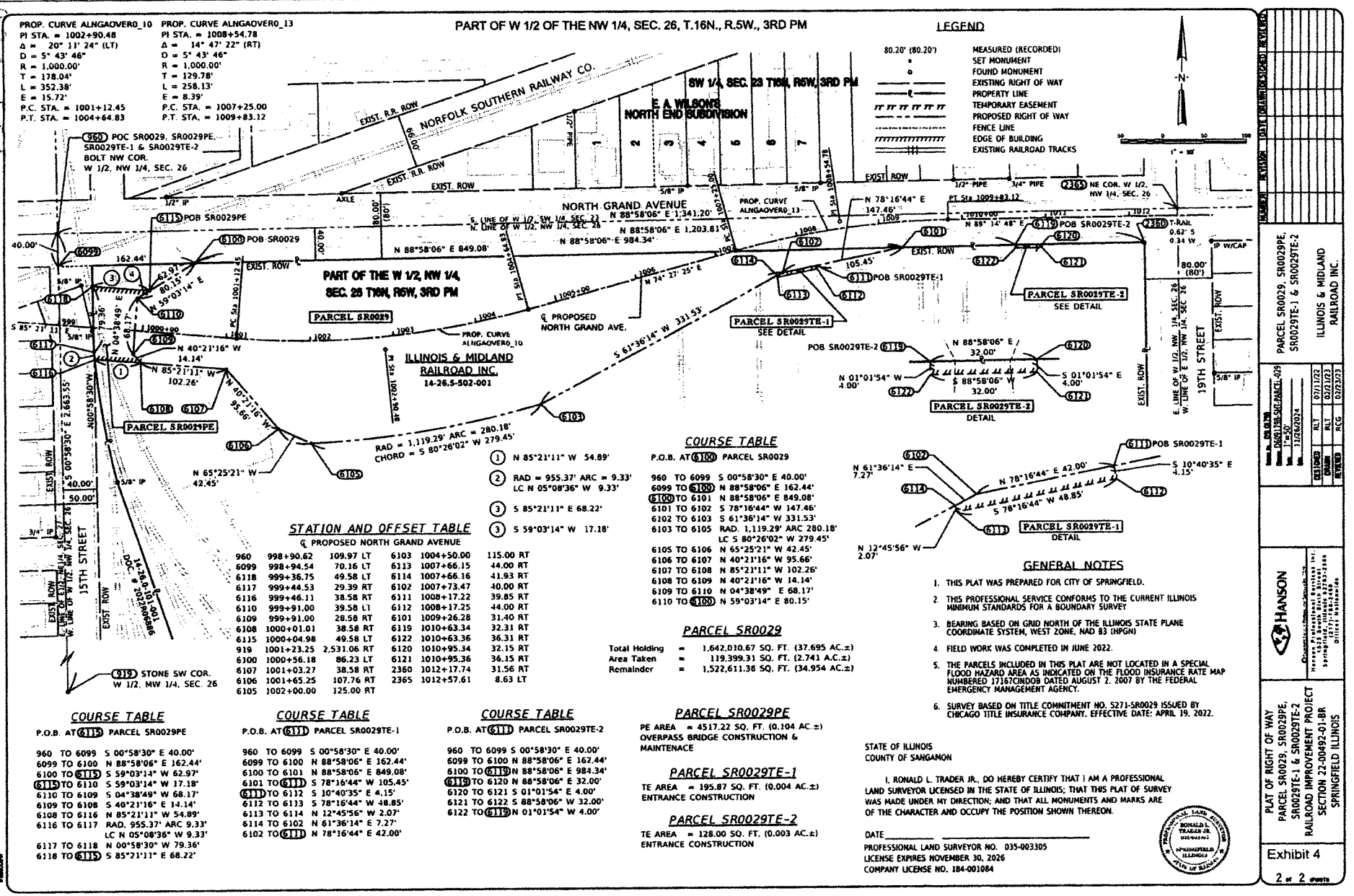
DESIGNED	RLT	07/17/24
DRAWN	RLT	02/13/25
REVIEWED	GCK	02/23/25

HANSON

PLAT OF RIGHT OF WAY
PARCEL SR0029, SR0029PE, SR0029TE-1 & SR0029TE-2
RAILROAD IMPROVEMENT PROJECT
SECTION 22-00492-01-BR
SPRINGFIELD ILLINOIS

Exhibit 4

1 of 2 sheets



STATION AND OFFSET TABLE

℄ PROPOSED NORTH GRAND AVENUE

960	998+90.62	109.97 LT	6103	1004+50.00	115.00 RT
6099	998+94.54	70.16 LT	6113	1007+66.15	44.00 RT
6118	999+36.75	49.58 LT	6114	1007+66.16	41.93 RT
6117	999+44.53	29.39 RT	6102	1007+73.47	40.00 RT
6116	999+46.11	38.58 RT	6111	1008+17.22	39.85 RT
6110	999+91.00	39.58 LT	6112	1008+17.25	44.00 RT
6109	999+91.00	28.58 RT	6101	1009+26.28	31.40 RT
6108	1000+01.01	38.58 RT	6119	1010+63.34	32.31 RT
6115	1000+04.98	49.58 LT	6122	1010+63.36	36.31 RT
919	1001+23.25	2,531.06 RT	6120	1010+95.34	32.15 RT
6100	1000+56.18	86.23 LT	6121	1010+95.36	36.15 RT
6107	1001+03.27	38.58 RT	2360	1012+17.74	31.56 RT
6106	1001+65.25	107.76 RT	2365	1012+57.61	8.63 LT
6105	1002+00.00	125.00 RT			

COURSE TABLE

P.O.B. AT 6115 PARCEL SR0029PE

960 TO 6099	S 00°58'30" E 40.00'
6099 TO 6100	N 88°58'06" E 162.44'
6100 TO 6115	S 59°03'14" W 62.97'
6115 TO 6110	S 59°03'14" W 17.18'
6110 TO 6109	S 04°38'49" W 68.17'
6109 TO 6108	S 40°21'16" E 14.14'
6108 TO 6116	N 85°21'11" W 54.89'
6116 TO 6117	RAD. 955.37' ARC 9.33' LC N 05°08'36" W 9.33'
6117 TO 6118	N 00°58'30" W 79.36'
6118 TO 6115	S 85°21'11" E 68.22'

COURSE TABLE

P.O.B. AT 6111 PARCEL SR0029TE-1

960 TO 6099	S 00°58'30" E 40.00'
6099 TO 6100	N 88°58'06" E 162.44'
6100 TO 6101	N 88°58'06" E 849.08'
6101 TO 6111	S 78°16'44" W 105.45'
6111 TO 6112	S 10°40'35" E 4.15'
6112 TO 6113	S 78°16'44" W 48.85'
6113 TO 6114	N 12°45'56" W 2.07'
6114 TO 6102	N 61°36'14" E 7.27'
6102 TO 6111	N 78°16'44" E 42.00'

COURSE TABLE

P.O.B. AT 6111 PARCEL SR0029TE-2

960 TO 6099	S 00°58'30" E 40.00'
6099 TO 6100	N 88°58'06" E 162.44'
6100 TO 6119	N 88°58'06" E 984.34'
6119 TO 6120	N 88°58'06" E 32.00'
6120 TO 6121	S 01°01'54" E 4.00'
6121 TO 6122	S 88°58'06" W 32.00'
6122 TO 6119	N 01°01'54" W 4.00'

COURSE TABLE

P.O.B. AT 6100 PARCEL SR0029

960 TO 6099	S 00°58'30" E 40.00'
6099 TO 6100	N 88°58'06" E 162.44'
6100 TO 6101	N 88°58'06" E 849.08'
6101 TO 6102	S 78°16'44" W 147.46'
6102 TO 6103	S 61°36'14" W 331.53'
6103 TO 6105	RAD. 1,119.29' ARC 280.18' LC S 80°26'02" W 279.45'
6105 TO 6106	N 65°25'21" W 42.45'
6106 TO 6107	N 40°21'16" W 95.66'
6107 TO 6108	N 85°21'11" W 102.26'
6108 TO 6109	N 40°21'16" W 14.14'
6109 TO 6110	N 04°38'49" E 68.17'
6110 TO 6100	N 59°03'14" E 80.15'

1. N 85°21'11" W 54.89'
2. RAD = 955.37' ARC = 9.33' LC N 05°08'36" W 9.33'
3. S 85°21'11" E 68.22'
3. S 59°03'14" W 17.18'

PARCEL SR0029

Total Holding	=	1,642,010.67 SQ. FT. (37.695 AC.±)
Area Taken	=	119,399.31 SQ. FT. (2.741 A.C.±)
Remainder	=	1,522,611.36 SQ. FT. (34.954 AC.±)

PARCEL SR0029PE

PE AREA = 4517.22 SQ. FT. (0.104 AC.±)
OVERPASS BRIDGE CONSTRUCTION & MAINTENACE

PARCEL SR0029TE-1

TE AREA = 195.87 SQ. FT. (0.004 AC.±)
ENTRANCE CONSTRUCTION

PARCEL SR0029TE-2

TE AREA = 128.00 SQ. FT. (0.003 AC.±)
ENTRANCE CONSTRUCTION

GENERAL NOTES

1. THIS PLAT WAS PREPARED FOR CITY OF SPRINGFIELD.
2. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY
3. BEARING BASED ON GRID NORTH OF THE ILLINOIS STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83 (NSRS2011)
4. FIELD WORK WAS COMPLETED IN JUNE 2022.
5. THE PARCELS INCLUDED IN THIS PLAT ARE NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS INDICATED ON THE FLOOD INSURANCE RATE MAP NUMBERED 17167C1NDOB DATED AUGUST 2, 2007 BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
6. SURVEY BASED ON TITLE COMMITMENT NO. 5271-SR0029 ISSUED BY CHICAGO TITLE INSURANCE COMPANY. EFFECTIVE DATE: APRIL 19, 2022.

STATE OF ILLINOIS
COUNTY OF SANGAMON

I, RONALD L. TRADER JR., DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF ILLINOIS; THAT THIS PLAT OF SURVEY WAS MADE UNDER MY DIRECTION; AND THAT ALL MONUMENTS AND MARKS ARE OF THE CHARACTER AND OCCUPY THE POSITION SHOWN THEREON.

DATE _____

RONALD L. TRADER JR.
PROFESSIONAL LAND SURVEYOR NO. 035-003305
LICENSE EXPIRES NOVEMBER 30, 2026
COMPANY LICENSE NO. 184-001084

NUMBER | REVISION | DATE (FOR IDOT/DOS/FSC/DOT REVIEW)

PARCEL SR0029, SR0029PE, SR0029TE-1 & SR0029TE-2
ILLINOIS & MIDLAND RAILROAD INC.

Scale: 1" = 50'
Drawn: DRB
Check: RLT
Date: 11/26/2024

DESIGNED	RLT	07/11/22
DRAWN	RLT	02/21/23
CHECKED	RCG	02/23/23

HANSON
Professional Services Inc.
1525 South Sixth Street
Springfield, IL 62703
(217) 788-2450
Offices Nationwide

PLAT OF RIGHT OF WAY
PARCEL SR0029, SR0029PE, SR0029TE-1 & SR0029TE-2
RAILROAD IMPROVEMENT PROJECT
SECTION 22-00492-01-BR
SPRINGFIELD ILLINOIS

Exhibit 4
2 of 2 sheets

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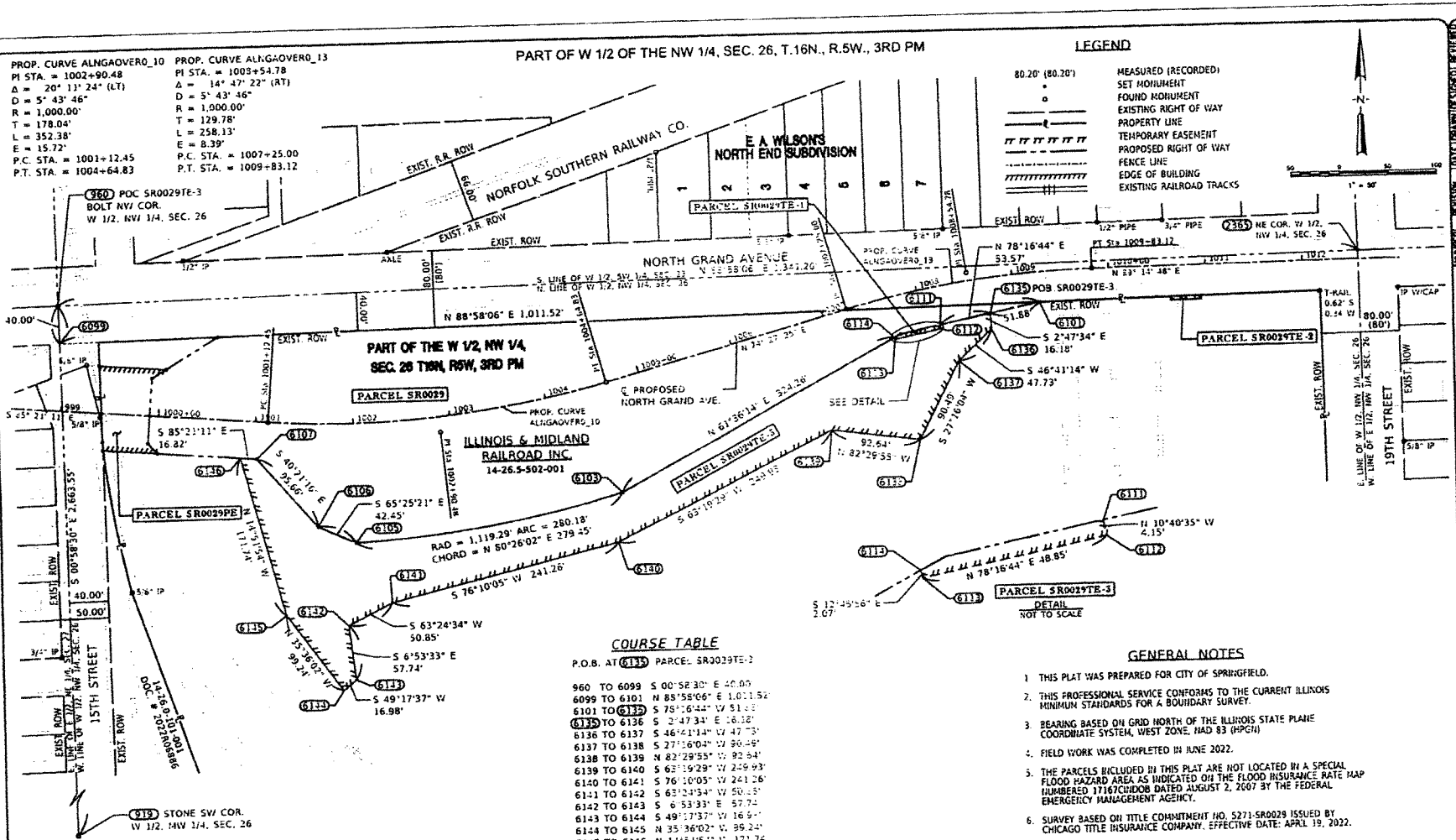


STATION AND OFFSET TABLE

℄ PROPOSED NORTH GRAND AVENUE

960	998+90.62	109.97 LT	6139	1006+74.32	115.65 RT
6099	998+94.54	70.16 LT	6138	1007+65.74	151.21 RT
919	1001+23.25	2,531.06 RT	6114	1007+66.16	41.93 RT
6146	1000+86.45	38.58 RT	6113	1007+66.15	44.00 RT
6107	1001+03.27	38.58 RT	6111	1008+17.22	39.85 RT
6145	1001+38.57	200.87 RT	6112	1008+17.25	44.00 RT
6106	1001+65.25	107.76 RT	6137	1008+29.67	80.49 RT
6144	1001+67.12	279.78 RT	6136	1008+71.59	53.13 RT
6142	1001+91.67	211.36 RT	6135	1008+72.86	36.99 RT
6143	1001+97.21	268.69 RT	6101	1009+26.28	31.40 RT
6105	1002+00.00	125.00 RT	2365	1012+57.61	8.63 LT
6141	1002+29.87	189.69 RT			
6140	1004+34.13	164.45 RT			
6103	1004+50.00	115.00 RT			

COURSE TABLE

P.O.B. AT 6135 PARCEL SR0029TE-2

960 TO 6099	S 00°58'30" E 40.00'
6099 TO 6101	N 88°58'06" E 1,011.52'
6101 TO 6135	S 78°16'44" W 51.88'
6135 TO 6136	S 2°47'34" E 16.18'
6136 TO 6137	S 46°43'14" W 47.73'
6137 TO 6138	S 27°16'04" W 90.49'
6138 TO 6139	N 82°29'55" W 92.64'
6139 TO 6140	S 63°19'29" W 229.93'
6140 TO 6141	S 76°10'05" W 241.26'
6141 TO 6142	S 63°24'34" W 50.85'
6142 TO 6143	S 6°53'33" E 57.74'
6143 TO 6144	S 49°17'37" W 16.98'
6144 TO 6145	N 35°36'02" W 99.24'
6145 TO 6146	N 14°51'54" W 171.74'
6146 TO 6107	S 85°21'11" E 16.82'
6107 TO 6106	S 40°23'16" E 95.66'
6106 TO 6105	S 65°25'21" E 42.45'
6105 TO 6103	RAD. 1,119.29' ARC 280.18' LC N 82°26'02" E 279.45'
6103 TO 6114	N 61°36'14" E 324.26'
6114 TO 6113	S 12°45'56" E 2.07'
6113 TO 6112	N 78°16'44" E 48.85'
6112 TO 6111	N 10°40'35" W 4.15'
6111 TO 6135	N 78°16'44" E 53.57'

PARCEL SR0029TE-3

TE AREA = 52,790.06 SQ. FT. (1.212 AC.±)
ENTRANCE CONSTRUCTION

GENERAL NOTES

1. THIS PLAT WAS PREPARED FOR CITY OF SPRINGFIELD.
2. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
3. BEARING BASED ON GRID NORTH OF THE ILLINOIS STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83 (HPGN)
4. FIELD WORK WAS COMPLETED IN JUNE 2022.
5. THE PARCELS INCLUDED IN THIS PLAT ARE NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS INDICATED ON THE FLOOD INSURANCE RATE MAP NUMBERED 17167C0108D8 DATED AUGUST 2, 2007 BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
6. SURVEY BASED ON TITLE COMMITMENT NO. 5271-SR0029 ISSUED BY CHICAGO TITLE INSURANCE COMPANY. EFFECTIVE DATE: APRIL 19, 2022.

REVISION	DATE	DRAWN	CHECKED	REVIEWED

PARCEL SR0029TE-3
ILLINOIS & MIDLAND RAILROAD INC.

Job No. CH.0179
Date D6081298-SHT-PARCEL-09C
Scale 1"=50'
File No. 11/24/2024

DESIGNED	RLT	07/11/22
DRAWN	HLI	02/21/23
REVIEWED	GCR	02/25/23

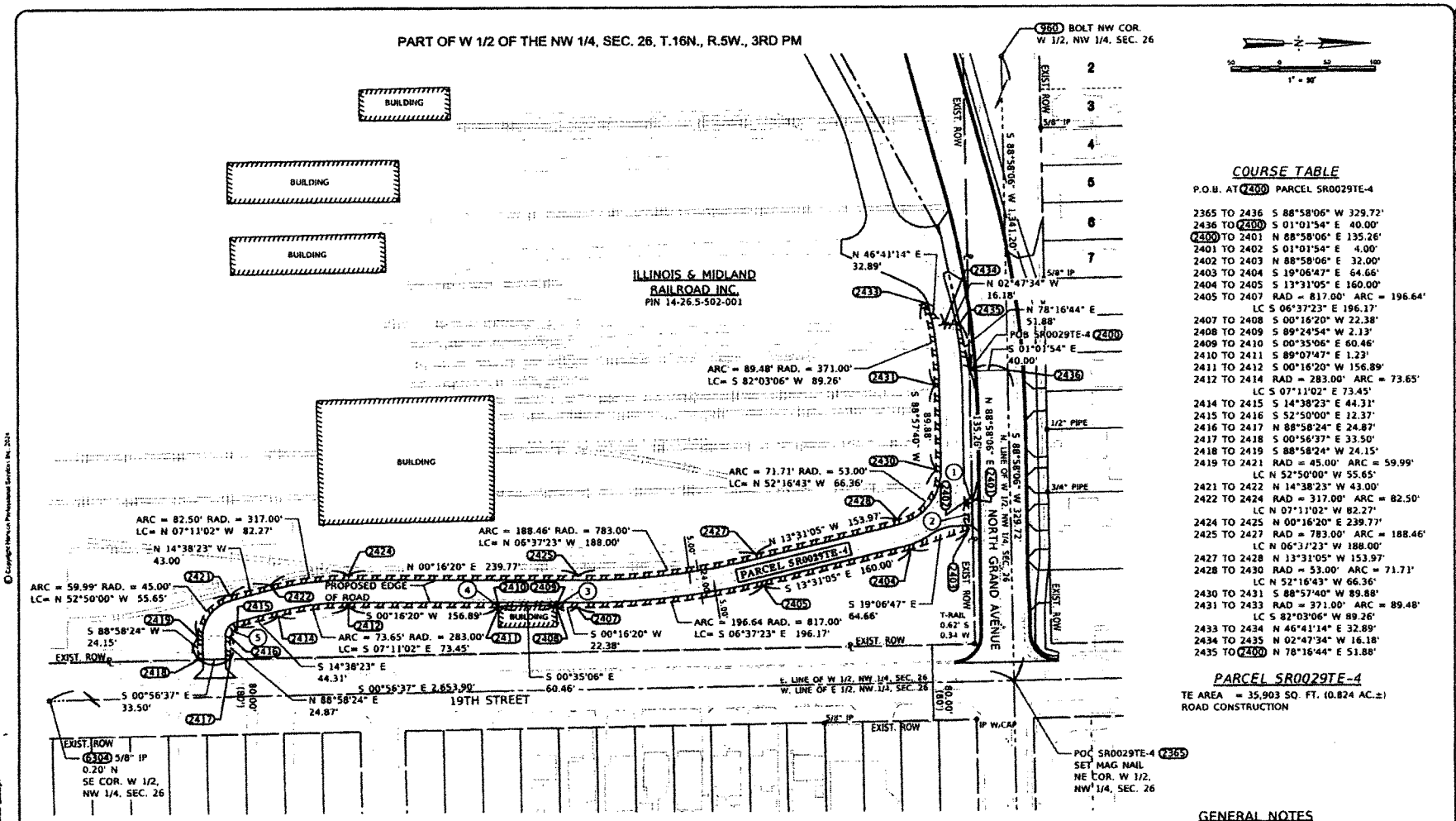
HANSON
Professional Services Inc.
Hanson Professional Services Inc.
1525 S. Sixth Street
Springfield, IL 62703-2864
(217) 788-2450
illinois.hanson-inc.com

PLAT OF RIGHT OF WAY
PARCEL SR0029TE-3

RAILROAD IMPROVEMENT PROJECT
SECTION 22-00492-01-BR
SPRINGFIELD ILLINOIS

Exhibit 4

1 of 1 sheets



COURSE TABLE

P.O.B. AT 2400 PARCEL SR0029TE-4

2365 TO 2436	S 88°58'06" W 329.72'
2436 TO 2400	S 01°01'54" E 40.00'
2400 TO 2401	N 88°58'06" E 135.26'
2401 TO 2402	S 01°01'54" E 4.00'
2402 TO 2403	N 88°58'06" E 32.00'
2403 TO 2404	S 19°06'47" E 64.66'
2404 TO 2405	S 13°31'05" E 160.00'
2405 TO 2407	RAD = 817.00' ARC = 196.64' LC S 06°37'23" E 196.17'
2407 TO 2408	S 00°16'20" W 22.38'
2408 TO 2409	S 89°24'54" W 2.13'
2409 TO 2410	S 00°35'06" E 60.46'
2410 TO 2411	S 89°07'47" E 1.23'
2411 TO 2412	S 00°16'20" W 156.89'
2412 TO 2414	RAD = 283.00' ARC = 73.65' LC S 07°11'02" E 73.45'
2414 TO 2415	S 14°38'23" E 44.31'
2415 TO 2416	S 52°50'00" E 12.37'
2416 TO 2417	N 88°58'24" E 24.87'
2417 TO 2418	S 00°56'37" E 33.50'
2418 TO 2419	S 88°58'24" W 24.15'
2419 TO 2421	RAD = 45.00' ARC = 59.99' LC N 52°50'00" W 55.65'
2421 TO 2422	N 14°38'23" W 43.00'
2422 TO 2424	RAD = 317.00' ARC = 82.50' LC N 07°11'02" W 82.27'
2424 TO 2425	N 00°16'20" E 239.77'
2425 TO 2427	RAD = 783.00' ARC = 188.46' LC N 06°37'23" W 188.00'
2427 TO 2428	N 13°31'05" W 153.97'
2428 TO 2430	RAD = 53.00' ARC = 71.71' LC N 52°16'43" W 66.36'
2430 TO 2431	S 88°57'40" W 89.88'
2431 TO 2433	RAD = 371.00' ARC = 89.48' LC S 82°03'06" W 89.26'
2433 TO 2434	N 46°41'14" E 32.89'
2434 TO 2435	N 02°47'34" W 16.18'
2435 TO 2400	N 78°16'44" E 51.88'

PARCEL SR0029TE-4

TE AREA = 35,903 SQ. FT. (0.824 AC.±)
ROAD CONSTRUCTION

LEGEND

80.20' (80.20')	MEASURED (RECORDED)
•	SET MONUMENT
●	FOUND MONUMENT
	EXISTING RIGHT OF WAY
	PROPERTY LINE
	TEMPORARY EASEMENT
	PROPOSED RIGHT OF WAY
	FENCE LINE
	EDGE OF BUILDING
	EXISTING RAILROAD TRACKS

COURSES

1. S 01°01'54" E 4.00'
2. N 88°58'06" E 32.00'
3. S 89°24'54" W 2.13'
4. S 89°07'47" E 1.23'
5. S 52°50'00" E 12.37'

GENERAL NOTES

1. THIS PLAT WAS PREPARED FOR CITY OF SPRINGFIELD.
2. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
3. BEARING BASED ON GRID NORTH OF THE ILLINOIS STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83 (NSRS).
4. FIELD WORK WAS COMPLETED IN JUNE 2022.
5. THE PARCELS INCLUDED IN THIS PLAT ARE NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS INDICATED ON THE FLOOD INSURANCE RATE MAP NUMBERED 17167C1NOOB DATED AUGUST 2, 2007 BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
6. SURVEY BASED ON TITLE COMMITMENT NO. 5271-SR0029 ISSUED BY CHICAGO TITLE INSURANCE COMPANY, EFFECTIVE DATE: APRIL 19, 2022.

NUMBER | REVISION | DATE | DRAWN | CHECKED | SURVEYED

PARCEL SR0029TE-4

ILLINOIS & MIDLAND RAILROAD INC.

Drawing No. D6041798-SHT-PARCEL-(29)
Scale 1"=50'
Date 11/26/2024

DESIGNED	RLY	11/18/24
DRAWN	RLY	11/19/24
REVIEWED	TAD	11/20/24

HANSON

Professional Services, Inc.
1525 South Sixth Street
Springfield, Illinois 62703
217-788-2450
Offices Nationwide

EXHIBIT
PARCEL SR0029TE-4

RAILROAD IMPROVEMENT PROJECT
SECTION 22-00492-01-BR
SPRINGFIELD ILLINOIS

Exhibit 4

1 of 1 sheets

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Genesee & Wyoming Railroad Services, Inc.

Real Estate Department, 13901 Sutton Park Dr., S, Suite 270, Jacksonville, FL 32224

Contractors Access/Occupancy on Railroad Property

☐ **Check box if Contractor unknown at this time** *(this form will need to be completed with contractor information and submitted prior to any work once bid process is complete)*

Incomplete or Inaccurate Information will delay application request

Section 1 - Applicant Data

Complete Legal Name of Applicant to appear on License Agreement: _____

Applicant Mailing Address: _____

_____

Applicant Overnight Address: _____

_____

Type of Entity: ☐ Corporation ☐ Partnership ☐ Sole Proprietor ☐ Individual ☐ Municipality ☐ Developer ☐ Other

If other please explain: _____

State of Incorporation or Partnership: _____

Contact during Application Process:

Name: _____

Contact Telephone _____ Email Address: _____

Section 2 - Location Data

Railroad Name: _____ Estimated Start Date _____

Specify the amount of time access is required: _____ **Reason for extension of time beyond 60 days _____

****$500 extension fee for each additional 30 days being requested.**

Nearest City: _____ County: _____ State: _____

REQUIRED: Latitude/Longitude (Convert to Decimal Format) (ex 12.3456789/-64.101112): _____

Address of proposed worksite: _____

_____

Railroad Subdivision - if known _____

US DOT/AAR Crossing Number - if available _____

Section 3 - Existing Agreement Data

Is there an Existing Agreement at this Location which will be affected by this Request?

☐ Yes ☐ No If YES, List Agreement Number(s): _____

Will facility be exclusively used by Applicant? ☐ Yes ☐ No

If YES, List Name of Lessee: _____

Describe the complete scope of work on or around Railroad property (REQUIRED):

_____

_____

_____

_____

Section 4 - Department of Transportation (D.O.T.)

Is this installation associated with a Department of Transportation project? ☐ Yes ☐ No

If Yes, complete the following:

D.O.T. Contract Number: _____ **D.O.T. Project Number:** _____ **D.O.T. Project Name:** _____

D.O.T. Contact Information:

Name: _____

Address: _____

City: _____ State: _____ **Zip Code:** _____

Phone Number _____ Email Address _____

Some important items to note when completing the application:

Checklist prior to submittal

☐ Latitude & longitudinal information converted to digital decimal format with an aerial map of location

☐ Payment for fees included - check payable to specific railroad

☐ If paying fees by credit card a completed signed credit card release is included - only Visa, MasterCard or Discover can be accepted - US Roads only

☐ Applications can be emailed with a copy of the check in order to start the approval process. Only the check for the doc prep fees needs to be mailed or overnighted when the complete application packet is emailed. Include a copy of the application to make sure the payment is matched to the correct project.

☐ ***When returning the signed agreement and proof of insurance for final review and exeuction please allow 2-3 weeks prior to the start of work. Once all required fees are paid and documentation in place the agreement must go throuth an approval process before it can be finalized.***

2624-525

Section 5 - Insurance Requirements - US Roads

Insurance Requirements prior to any construction project - Both the Utility Owner and the Contractor completing installation are required to provide proof of current Commercial General Liability Insurance. Prior to construction the Contractor is required to provide current proof of Railroad Protective Liability Insurance.

General Liability Insurance must meet the minimum requirements of $2M per occurrence and $6M aggregate per the terms of the written contract.
Automobile Insurance must meet the minimum requirements of $1M bodily injury and property damage per occurrence.
The General Liability certificate is required to show proof of **CG2417 or its equivalent**. *(Contractual Liability Railroads)*
Evidence of **Workers Compensation** must be provided on certificate and meet the minimum requirements of $1M.
Certificate Holder naming *(specified Railroad)* **Specified Railroad names can be found at www.gwrr.com**

General Liability, Automobile Liability and Umbrella/Excess Liability provides additional insured status to the certificate holder and any other party(ies) specified in or required by written contract between the named insured and the certificate holder.

Where applicable and permitted by law, all policies include a blanket automatic waiver of subrogation endorsement that provides this feature in favor of the certificate holder and any other party(ies) specified in or required by written contract between the named insured and the certificate holder.

Prior to Construction or any access within 50' of Railroad a current **Certificate of Railroad Protective Liability Insurance (RPL)** which shows the ***specific Railroad*** as named Insured. If the Contractor does not carry a policy of Railroad Protective Liability insurance, this coverage can be secured through the railroad. An application and current Fee structure for this coverage is available upon request.

Insurance Requirements for potentially hazardous pipelines such as natural gas, oil, petroleum, etc. to be amended as shown below

General Liability Insurance which names the ***specific Railroad*** as additional insured and must meet the limits of **$5M per occurrence and $10M aggregate**. Such policy shall be endorsed to provide Waiver of Subrogation in favor of the certificate holder per written contract.

Pollution Legal Liability Insurance with minimum limits of **Five Million Dollars ($5,000,000)** per occurrence naming the ***certificate holder*** as additional insured per written contract. Such policy shall be endorsed to provide Waiver of Subrogation in favor of the certificate holder per written contract.

2024-525

Section 6 - Insurance requirements - Canadian Roads

Insurance Requirements prior to any construction project - Both the Utility Owner and the Contractor completing installation are required to provide proof of current Commercial General Liability Insurance.

General Liability Insurance must meet the minimum requirements of $2M per occurrence and $2M aggregate per the terms of the written contract.
Automobile Insurance must meet the minimum requirements of $1M bodily injury and property damage per occurrence.
Where applicable, the General Liability certificate is required to show proof of **CG2417 or its equivalent.**
(Contractual Liability Railroads)
Evidence of **Workers Compensation** must be provided on certificate and meet the minimum requirments of $1M.
Certificate Holder naming *(specified Railroad)* **Specified Railroad names can be found at www.gwrr.com**

General Liability, Automobile Liability and Umbrella/Excess Liability provides additional insured status to the certificate holder and any other party(ies) specified in or required by written contract between the named insured and the certificate holder.

Where applicable and permitted by law, all policies include a blanket automatic waiver of subrogation endorsement that provides this feature in favor of the certificate holder and any other party(ies) specified in or required by written contract between the named insured and the certificate holder.

IMPORTANT

Prior to application submittal, Questions can be answered and additional contact information obtained by visiting the website at www.gwrr.com - select the specific railroad and click on the link for Real Estate.

Plans for proposed installations shall be submitted to and approved by the Railroad, on behalf of itself, its subsidiaries, and affiliates, and designated engineer before work can begin! Applications submitted not meeting current specifications as outlined in the General Specifications for Sub-grade and Above grade Utility Crossings of Railway's Right-of-Way will be returned and may incur additional engineering review fees. For your convenience a copy of these specifications can be found on the website at www.gwrr.com.

Materials and installations are to be in strict accordance with specifications of National Electrical Safety Code, AREMA, current edition, and requirements of the Railroad.

Upon application approval, applicant agrees to reimburse Railroad for any cost incurred by Railroad incident to the installation, maintenance and/or supervision necessitated by the installation. Applicant further agrees to assume all liability for accidents or injuries that arise as a result of this installation.

This section must be completed in full, signed and dated prior to submittal to the Real Estate Department for processing. Unsigned applications, incomplete or inaccurate Information will delay application request and may incur additional fees.

Date: _____ Signature: _____

Phone Number _____ Printed Nam _____

Fax Number: _____ Title: _____

Please make check payable to the specific Railroad where proposed work is to occur. A list of Genesee & Wyoming, Inc. subsidiary railroads can be found at: www.gwrr.com . W-9 information available upon request.

Mail the application for proposed project, along with the applicable non-refundable fee(s) in U.S. Funds (Canadian Applicants please pay all fee in Canadian Funds plus HST) to:

Genesee & Wyoming Railroad Services, Inc.
Attn: **Real Estate Department**
13901 Sutton Park Dr. S., Suite 270
Jacksonville, FL 32224

In order for the application to be complete ALL required details pertinent to the proposed installation must be completed in full and submitted along with the following fees:

	# of Copies	Amount Due	Description
☐	1	$2,250	Engineer review fee, plans/drawings, no larger than 11 x 17. Larger drawings may incur additional engineering fees.
☐	1	$1,750	Completed Contractor's Access/Occupancy Application and Fee required with ALL application submittals. If the contractor is unknown at time of submittal just check the box under the heading on the form.
		$4,000	Full amount due with submittal for new utility installations - *Unless prior arrangements are made, applications received without payment will not be processed until receipt of payment. This could extend the time frame for the processing of your request.*
	Only applicable for projects over 60 days	$500	Extension fee for each additional 30 days over the initial 60 days

- - 2024-525

Standard Application processing takes approximately 6-8 weeks. PLEASE READ IN FULL - "Expedited processing" is available and will reduce the processing time to between 1-2 weeks at an additional cost of $3,000. For *all expedited requests* the application and plans submitted must meet engineering specifications and be approved in order for the applicable agreement(s) to be forwarded to the applicant for signature within 2 weeks *from receipt of all required information and full payment of required fees*. It is important to note that an incomplete application and plans submitted that do not meeting engineering specifications will cause a delay in the processing of expedited request and the two week guarantee no longer applies if revisions are required to be made by the applicant in order for them to meet engineering specs for engineering to approve the request.

The expedited processing of an application does not apply to the final review and execution phase of the agreement process. Once a signed agreement has been received and ALL required fees and insurance has been submitted the agreement(s) is(are) forwarded for final review by a VP of Real Estate, Legal and the signatory for the Railroad. This final review and execution process can take up to 2 weeks from receipt of all required documentation and fees. This part of the agreement process cannot be expedited.

At this time we are unable to expedite requests for the installation of new private grade crossings, industrial track agreements, and track leases. The process for these requests varies somewhat from the review and approval process for new utilities and takes a little longer to secure all required approvals.

Entering or working on the railroad right of way or any other railroad property without the permission of the railroad is trespassing and illegal. Violators risk the possibility of serious, even fatal injury and will be prosecuted.

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CONTRACTOR RIGHT OF ENTRY LICENSE AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of _____, 20___, (the "Effective Date"), by and between ("Railroad") and ("Licensee").

WITNESSETH:

WHEREAS, Licensee has submitted a written request or application to Railroad requesting permission to enter Railroad's property at or near the location specified in Section 1 below for the limited purpose of performing certain work; and

WHEREAS, Railroad is willing to grant to Licensee the limited right and permission to enter upon such property for the limited purpose of performing such work in accordance with the terms provided herein.

NOW THEREFORE, in consideration of these promises, the Agreement herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. LOCATION/PAYMENT/WORK PRACTICES:

1.1 Railroad hereby conveys to Licensee the limited right and permission to enter upon the Railroad's property located at or near Milepost , Subdivision, Latitude: , Longitude: located in , in the County of , State of as reflected on the map attached hereto as Exhibit A and incorporated herein by reference (the "Property") for the purpose of Licensee, through its employees, agents or contractors to (the "Work"); and

1.2 Upon payment of a fee referenced in Section 11 herein, Railroad hereby grants to Licensee, the right and permission to enter upon Railroad's Property for the purpose of performing the Work, subject to the terms, conditions and provisions set forth in this Agreement.

1.3 The Work shall be performed at the entire cost and expense of Licensee, in accordance with good and sound engineering practices, to the satisfaction of Railroad's Chief Engineer, or his duly authorized representative (the "Representative"), and in a manner to avoid accident, damage or harm to persons or property and delays to or interference with the operations of Railroad.

Section 2. PRIOR NOTICE/FLAGGING/OTHER CONDITIONS.

2.1 Licensee or Licensee's contractor shall notify the Representative at least ten (10) business days before proceeding with any phase of the Work on the Property and shall abide by the instructions of the Representative concerning the safety of the Railroad. All persons entering the Property pursuant to the permission granted herein shall comply with and perform the Work in accordance with the following policies:

a) Genesee & Wyoming Inc.'s Contractor Safety Rules, available at: http://www.gwrr.com/wp-content/uploads/2021/05/ Contractor-Safety-Rules.pdf; and
b) Genesee & Wyoming Inc.'s Code of Ethics and Conduct, available at: http://gwrr.com/about /g -ethics

The following Personal Protective Equipment ("PPE") must be worn at all times on the Property: Hard hats, safety footwear, certified eye protection with side shields and approved high-visibility work wear. Additional forms of PPE may be required under certain circumstances as specified in the aforesaid Contractor Safety Rules or as required by the Representative.

2.2 Railroad shall furnish such personnel, flagman or watchman which, in Railroad's sole discretion, may be necessary to protect the facilities and traffic of Railroad during the performance of the Work. If flagging or other special protective or safety measures are performed by Railroad, Railroad will invoice Licensee for such

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expenses incurred by Railroad based on the current fee schedule annexed hereto as Exhibit D. Licensee shall pay such invoices within thirty (30) days of Licensee's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Licensee agrees that Licensee is not relieved of any of its responsibilities or liabilities set forth in this Agreement. The Licensee or its contractor shall reimburse Railroad promptly for the actual cost of said services, including all applicable surcharges, upon receipt of bill or bills therefor.

2.3 Unless Prior arrangements have been made with the Chief Engineer or his representative, Licensee shall not place or operate equipment at a distance of less than fifty (50) feet from the center of track, nor perform any Work at a distance of less than fifty (50) feet from the center of Railroad's track. Further, no equipment shall be moved across the Railroad's track(s) except at an established public crossing, unless prior arrangements have been made with the Chief Engineer or his Representative. All reasonable precautions must be taken by Licensee to avoid interference with and/or damage to Railroad's facilities during the course of the Work.

2.4 Prior to entering upon the Property, Licensee agrees to comply with **RAILROAD'S ROADWAY WORKER PROTECTION TRAINING POLICY** as set forth in Exhibit B, attached hereto and incorporated herein by reference, if such training is applicable as determined in the sole discretion of Railroad.

2.5 The permission herein granted is subject to all existing leases, licenses and occupancies of the Property by third parties. Licensee acknowledges that, in executing this Agreement, Railroad acts on its own behalf only and has no authority to act, and does not claim to act, on behalf of any other entity or person with respect to any right any such other entity or person may have to object to this Agreement. Licensee shall secure the consent, and protect the facilities, of each such third-party occupier of the Property.

2.6 Licensee shall implement and enforce a safety program conforming to all applicable requirements of federal, state and local laws, rules and regulations.

Section 3. LEGAL COMPLIANCE.

Licensee expressly agrees, at its own cost and expense, to comply and cause its agents, employees and contractor(s) to comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (state, federal or local) having jurisdiction over the Work or Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act and state "One Call" - "Call Before You Dig" or similar requirements. Licensee shall indemnify, defend and save harmless Railroad, its parents, affiliates and subsidiaries, and the respective shareholders, directors, officers and employees of each (hereinafter collectively the "Railroad Indemnitees"), from and against, and shall pay, all expenses, damages, penalties, and claims, including without limitation reasonable counsel fees, that may arise from, or be imposed because of the failure of Licensee to comply with this Section.

Section 4. LIABILITY/INDEMNITY.

4.1 Licensee hereby assumes risk of and agrees to indemnify, defend, protect and save the Railroad Indemnitees harmless from and against (a) injury to or death of any person or persons whomsoever, including but not limited to the agents, employees or contractor(s) of the parties hereto, and (b) the loss or damage to any property whatsoever, including property claims, demands, suits, judgments or expenses incurred in connection therewith, resulting from or arising out of the acts or omissions of Licensee, its agents, employees or contractor(s), or resulting from, arising out of, or occurring in connection with the entry or presence of Licensee, its agents, employees or contractor(s) on the Property, or resulting from, arising out of, or occurring in connection with the performance or execution of the Work performed under this Agreement or incidental thereto, regardless of any negligence on the part of Licensee or Railroad. THE INDEMNITY PROVIDED IN THIS SECTION 4 IS SPECIFICALLY MEANT TO INCLUDE INDEMNITY OF THE RAILROAD INDEMNITEES FOR THEIR OWN ORDINARY NEGLIGENCE EVEN IF THE INJURY OR DAMAGE IS CAUSED ENTIRELY BY THE ORDINARY NEGLIGENCE OF THE RAILROAD INDEMNITEES AND THERE IS NO NEGLIGENCE ON

THE PART OF THE LICENSEE. LICENSEE'S INDEMNITY OBLIGATIONS IN THIS SECTION 4 SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS AVAILABLE UNDER WORKERS' OR WORKMEN'S COMPENSATION ACTS, DISABILITY ACTS OR EMPLOYEE BENEFITS ACTS.

4.2 IN NO EVENT UNDER THIS AGREEMENT WILL THE RAILROAD INDEMNITEES HAVE ANY LIABILITY FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. ADDITIONALLY, THE TERM "RAILROAD INDEMNITEES" AS USED IN THIS SECTION 4 SHALL INCLUDE ANY OTHER RAILROAD COMPANY THAT MAY BE LAWFULLY OPERATING UPON AND OVER THE TRACKS OF THE TRACKS CROSSING OR ADJACENT TO THE TRACKS, AND THE OFFICERS, AGENTS, INVITEES AND EMPLOYEES THEREOF.

Section 5. INSURANCE.

Licensee agrees to comply with the **INSURANCE REQUIREMENTS FOR CONTRACTOR RIGHT-OF-ENTRY** LICENSE AGREEMENTS attached hereto as Exhibit C and incorporated herein by reference and shall provide the required Certificate of Insurance to Railroad with return of the signed duplicate original of this Agreement prior to the commencement of the Work.

Section 6. NOTIFICATION.

Licensee shall promptly notify the Chief Engineer of any loss, damage, injury or death arising out of or in connection with the Work.

Section 7. RESTORATION

Upon completion of the Work or the termination or expiration of this Agreement, Contractor shall promptly remove from the Property all tools, equipment and materials placed thereon by Contractor. Contractor shall restore the Property to the same state and condition as when Contractor first entered thereon and shall leave the Property in a condition satisfactory to the Chief Engineer or the Representative.

Section 8. TERM/TERMINATION.

This Agreement and the permission conferred, and the license granted by it does not constitute a grant of permanent easement and shall terminate upon completion of the Work or at midnight 60 calendar days following the Effective Date, whichever occurs first, unless extended in writing by Railroad. Notwithstanding the foregoing, Railroad shall have the right to terminate this Agreement and the license granted hereunder immediately if Licensee defaults on any of the terms and/or conditions set forth herein.

Section 9. COMPLIANCE AND DOCUMENTATION.

Licensee agrees, and shall cause its agents, employees and contractor(s), to (a) understand and comply with the terms and conditions of this Agreement, (b) carry a copy of this Agreement at all times while on the Property, and (c) promptly present the copy of this Agreement to any employee of Railroad upon request.

Section 10. RAILROAD CONTACT INFORMATION.

The Railroad's Chief Engineer is:

The Railroad's Representative is:

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ad EMERGENCY Phone Number:
ace Location: **Subdivision Milepost**

Section 11. FEE.

Upon execution of this Agree , Licensee shall pay Railroad the sum of $ toward the cost of preparing this Agreement and for the pr ges granted to the Licensee.

Section 12. NON-WAIVER.

If either party fails to enforce spective rights under this Agreement, or fails to insist upon the performance of the other pa obli s hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agre .

Section 13. APPLICABLE LAW.

This Agreement shall be gov d by and construed under the laws of the State of , without regard to the choice of law provisions the f

Section 14. ASSIGNMENT.

Licensee shall not assign this ement without the prior written consent of Railroad, which consent may be granted or withheld at Railroa ole discretion. This Agreement shall be binding upon the parties and their respective successors and permitted ns.

Section 15. INTERPRETATION; SEVERABILITY.

To the maximum extent pos each provision of this Agreement shall be interpreted in such manner as to be effective and valid pplicable law, but if any provision of this Agreement shall be prohibited by, or held to be invalid unde law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, w invalidate the remainder of such provision or any other provision of this Agreement.

Section 16. COUNTERPARTS.

This Agreement may be ex in multiple counterparts, each of which shall, for all purposes, be deemed an original but all shall constitute one and the same instrument, and counterparts of this Agreement may also be tr onically and any electronic facsimile of any party's signature shall be deemed to be an original f urposes.

Section 17. HEADINGS.

The headings of this this Agreement are inserted for convenience only and are not intended to govern, limit or aid in the any term or provision of this Agreement.

Section 18. CONSTRUCTION.

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The terms of this ... been arrived at after mutual negotiation and, therefore, it is the intention of the Parties that its terms ... against any of the Parties by reason of the fact that it was prepared by one of the Parties.

Section 19. CONFIDENTIALITY.

The parties shall not ... terms of this Agreement to a third party (a) other than as required by law so long as such party ... the terms of this Agreement under applicable law provides the other party with prior written notice ... agreement, or (b) as otherwise agreed in writing between the parties. Notwithstanding the foregoing ... may disclose the terms and conditions of the Agreement to (1) a parent, subsidiary or affiliated ... their lawyers and consultants, including but not limited to its auditors, provided that all such persons ... retain the confidentiality of such information in accordance with the terms of this provision. If any ... this paragraph, any adversely affected party may cancel this Agreement without penalty and exercise ... remedies under applicable law.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

RAILROAD:

By:_____

Name:

Its:

LICENSEE:

By:_____

Name:

Its:

Permit No.

EXHIBIT A

ESCRIPTION OF PROPERTY

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Permit No.

EXHIBIT B

ROADWA ORKER PROTECTION TRAINING POLICY

A. In order to maintai tegrity and security of the Property and Railroad's operations, prior to each employee of Licensee and its tor entering upon the Property (each a "Licensee Applicant"), Licensee shall cause its employees, and shal its contractor to require its employees, to successfully complete the Genesee & Wyoming Inc. Roadway er Training Program (the "Program") on an annual basis to be administered by Roadway Worker g, Inc. (the "Program Administer"), at the sole cost and expense of the Licensee or contractor, as the case (the current cost of which is $75.00 USD per Licensee Applicant). The Program shall be available via the i and instructions to access the Program set forth in Paragraph K.

B. Upon completion rogram, the Licensee Applicant shall be required to satisfactorily complete a test administered by the m Administer. The Program Administer shall be responsible for scoring such test and verifying whether the ee Applicant satisfies the requirements of Railroad to perform work on the Property. Any Licensee Appli o fails to achieve a satisfactory score or who refuses to complete such test shall not be permitted to enter the I .

C. When a satisfactor is achieved by the Licensee Applicant, the Program Administrator shall furnish a certificate (the "Certifica he business address of Licensee or its contractor, as the case may be, for distribution to the Licensee Applic ntil receipt of the Certificate from the Program Administrator, the Licensee Applicant shall print a ter certificate authorizing the Licensee Applicant's access to the Property.

D. For the avoidance ot, satisfactory completion of the Program as evidenced by receipt of a Certificate does not in itself grant ion to the Licensee Applicant to enter the Property, except as expressly permitted under and in strict comp with the terms of the Agreement.

E. The Licensee App hall be responsible for carrying the Certificate at all times when on the Property.

F. All communicatio rding Licensee Applicants, the Program, or any other matters described in this Exhibit B should be addresse

Kyle Bab
GWI Saf
13901 Sut
Jacksonvil
kyle.bab
(904) 3

artment
k Drive South, Suite 270
32224
.com

G. Licensee and its or shall be responsible for managing and recovering Certificates from their employees who resign, retire or a nated.

H. Notwithstandin ipt of a Certificate by a Licensee Applicant, Railroad reserves the right to reject any Licensee Applicant fr ng upon the Property in Railroad's sole discretion in accordance with:

i) Genesee ming Inc. Code of Ethics and Conduct,

ii) Genesee ming Inc. Contractor Safety Rules, or

iii) upon fail mply with the terms and conditions of the Agreement and all applicable laws.

I. To the extent that tion of the requirements set forth in this Exhibit B violates any law, ordinance, statute or regulation th n shall be ignored and the Licensee or contractor, as the case may be,

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shall comply with all rem... nor... related application process.

J. Licensee ... Program; *provided, however*, ... Licensee and its contractor, as the ... Protection Training Policy. Should ... all fines or penalties incurred by Ra...

K. To access the G&W ... RWT On-Line please follow the i...

- Start at website https://www.bistrainer.com/store/ra... for-contractors-training
- Click on the "On-Line Cour...
- Select the G&W ... by ...
- On the right hand ... th...
- Fill out all of the ...
- You will receive ...
- After receiving the ... course again

... Railroad's Roadway Protection Training Policy, the Program or the

... as the case may be, shall be primarily responsible for enforcement of the ...lroad and the Federal Railroad Administration reserve the right to audit ...y be, for compliance with the Program and Railroad's Roadway ...see or its contractor, as applicable, be found out of compliance, any and ...lue to such non-compliance shall be the sole obligation of the Licensee.

...way Worker Protection Training for Railroad Contractors Course on the ...ions:

...store/productdetails/genesee-and-wyoming-roadway-worker-protection-

...utton
...g on the course name
... select "New User Registration"
...stration page and submit
...password via email
... password go back to the On-Line Courses page and select the G&W

...mplete the registration process and training.

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EXHIBIT C

INSURANC[illegible] UIR[illegible] NTS FOR RIGHT-OF-ENTRY LICENSE AGREEMENT

(a) The Lic[illegible] shall [illegible] its own cost and expense, prior to entry onto the Property or the commencement of any [illegible] rsue [illegible] this Agreement, procure and thereafter maintain throughout the term of this Agreement the follow[illegible] pes o[illegible] inimum amounts of insurance:

(i) [illegible] ense[illegible] ll maintain Public Liability or Commercial General Liability Insurance ("CGL[illegible] ludin[illegible] ntractual Liability Coverage and CG 24 17 "Contractual Liability – Railroads" endo[illegible] nt, c[illegible] g all liabilities assumed by the Licensee under this Agreement, without exceptio[illegible] strict[illegible] f any kind, with a combined single limit of not less than Two Million Dollars[illegible] ,000[illegible] Bodily Injury and/or Property Damage Liability per occurrence, and an aggregat[illegible] f no[illegible] than Six Million Dollars ($6,000,000) per annual policy period. Such insurance[illegible] shall[illegible] ndorsed to provide a **Waiver of Subrogation in favor of the Railroad** Inde[illegible] nd[illegible] name the Railroad **Indemnitees as Additional Insureds**. An Umbrella or Ex[illegible] icy[illegible] be utilized to satisfy the required limits of liability under this section but must[illegible] form[illegible] d afford no less coverage than the primary policy.

(ii) [illegible] ens[illegible] all maintain Commercial Automobile Insurance for all owned, non-owned and [illegible] ehicl[illegible] ith a combined single limit of not less than One Million Dollars ($1,000,000) for[illegible] Inj[illegible] nd/or Property Damage Liability per occurrence. Such insurance policy shall be[illegible] ed[illegible] rovide a Waiver of **Subrogation in favor of the Railroad Indemnitees** and[illegible] nam[illegible] Railroad Indemnitees as **Additional Insureds**.

(iii) [illegible] ens[illegible] all maintain Statutory Workers' Compensation and Employers' Liability Insuranc[illegible] its e[illegible] oyees (if any) with minimum limits of not less than One Million Dollars ($1,000,000) for[illegible] ly Injury by Accident, Each Accident; One Million Dollars ($1,000,000) for[illegible] Inj[illegible] by Disease, Policy Limit; One Million Dollars ($1,000,000) for Bodily Injury b[illegible] e, E[illegible] Employee. Such insurance policy shall be endorsed to provide a **Waiver** of Subr[illegible] in [illegible] of the Railroad Indemnitees.

(iv) [illegible] co[illegible] ction within **50' of the railroad tracks,** the Licensee shall purchase Railr[illegible] stiv[illegible] bility Insurance naming the Railroad Indemnitees as the named insured with li[illegible] vo [illegible] m Dollars ($2,000,000) each occurrence and Six Million Dollars ($6,000,000) a[illegible] limi[illegible] e policy shall be issued on a standard ISO form CG 00 35 12 03 or, if availabl[illegible] ich [illegible] age from the Railroad.

(b) The follo[illegible] enc[illegible] surance requirements shall apply:

(i) [illegible] ecifi[illegible] surance policies must be affected under standard form policies underwritten b[illegible] lic[illegible] l in the state where work is to be performed and carry a minimum Best's rating [illegible] d s[illegible] Class VII" or better. The Railroad reserves the right to reject as inadequate an[illegible] ce [illegible] age provided by an insurer that is rated less than the ratings specified in this[illegible]

(ii) [illegible] era[illegible] shall be primary and **non-contributory to any insurance coverages** ma[illegible] by t[illegible] ailroad Indemnitees.

(iii) [illegible] oran[illegible] olicies shall be endorsed to provide the Railroad with thirty (30) days prior writ[illegible] of [illegible] ellation, non-renewal or material changes.

(iv) The L[illegible] shall [illegible] ide the Railroad with certificates of insurance evidencing the insurance coverages, terms and[illegible] re[illegible] l prior to commencement of any activities on or about the Property. Said certificates should no[illegible] C[illegible] ctor Right of Entry License Agreement by agreement date and description

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and shall be furnished ... ...ail ...t the following address, or to such other address as the Railroad may hereafter specify:

...esee & Wyoming Railroad Services, Inc.
...1 Sutton Park Drive South, Suite 270
Jacksonville, FL 32224

(v) ... ...roviding the required coverages are written on a Claims-Made basis, the follo... ...active date shall be prior to the commencement of the work; ...nsee shall maintain such policies on a continuous basis; ... is a change in insurer or policies are canceled or not renew... ...all purchase an extended reporting period of not less than three ... ...ontract completion date; and ... shall arrange for adequate time for reporting of any loss under ...

(c) The ... ...re the Licensee to purchase additional insurance if the Railroad reasonably determine... ...insurance then being maintained by the Licensee is insufficient in light of all relevant fac... ...see is required to purchase additional insurance, the Railroad will notify the Licensee. Fa... ...see to comply within thirty (30) days shall be considered a default subject to termination o...

(d) Furnishi... ...e by the Licensee shall not limit the Licensee's liability under this Agreement but shall be... ...y therefor.

(e) The abo... ...urance coverages shall be enforceable by any legitimate claimant after the termination or cancella... ...cement, or any amendment hereto, whether by expiration of time, by operation of law or oth... ...the basis of the claim against the insurance company occurred during the period of time when the ... ...n effect and the insurance was in force.

(f) Failure ... ...quired insurance coverages or endorsements (including contractual liability endorsement) or adequ... ...shall be at Licensee's sole risk.

(g) If contr... ..., the Licensee agrees to require all such contractors to comply with the insurance requirements ...

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EXHIBIT D

TABLE EXHIBIT D PER **RAILROAD REGION**

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EXHIBIT 6

IMRR - Protection of Railroad Interests

This project requires work to be done on or in the vicinity of railroad property. The insurance coverages set forth in Attachment A shall be required.

All work on or in the vicinity of the railroad(s)' right-of way shall be subject to and governed by the provisions titled "IMRR - PROTECTION OF RAILWAY INTERESTS". In the event of any conflict between these unique provisions and other provisions of this Contract, the unique provisions shall take precedent. The railroad information contained therein pertaining to rate of pay and additional charges applied to payment for persons performing flagging services, number of trains, and speed of trains, was furnished by the Railroad Company(s). This information shall be verified in order to determine costs for the contract.

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IMRR - PROTECTION OF RAILWAY INTEREST

1. AUTHORITY OF RAILROAD ENGINEER AND STATE ENGINEER:

The authorized representative of the Railroad Company, hereinafter referred to as Railroad Engineer, shall have final authority in all matters affecting the safe maintenance of Railroad traffic of this Company including the adequacy of the foundations and structures supporting the Railroad tracks.

The authorized representative of the State, hereinafter referred to as the Engineer, shall have authority over all other matters as prescribed herein and in the Project Specifications.

2. NOTICE OF STARTING WORK:

A. The Contractor shall not commence any work on Railroad rights of way until he has complied with the following conditions:

1. Any entry or construction activities on Railroad right-of-way must be authorized by the Railroad in writing prior to the commencement of work. Written authorization is obtained through a Right of Entry Permit or Contractor Occupancy/Access Agreement. The application is accessible via the following link entitled "Accessing Property" found at the Genesee & Wyoming web site:

http://www.gwrr.com/real_estate/accessing_property.be

This notice and all other written submissions as required within these provisions, unless otherwise noted, shall be sent to:

Donna Killingsworth
13901 Sutton Park Drive South
Suite 160
Jacksonville, FL 32224
Phone: 904-900-6286
E-mail: donna.killingsworth@gwrr.com

2. Obtain written approval from the Railroad of Railroad Protective Insurance coverage as required by paragraph 13 herein.

3. Furnish a schedule for all work within the Railroad rights-of-way.

B. The Contractor shall obtain from the Railroad the names, addresses, and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

C. Flagging Request Form must be obtained from the Local Railroad Representative, completed and returned to schedule flagging.

Exhibit 6

3. INTERFERENCE WITH RAILROAD OPERATIONS

The Contractor shall so arrange and conduct his work that there will be no interference with Railroad operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad Company or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad Company. Whenever work is liable to affect the operations or safety of trains the method of doing work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service shall be deferred by the Contractor until the flagging service or inspection service required by the Railroad is available at the job site.

A. Whenever work within Railroad rights-of-way is of such a nature that impediment to Railroad operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct his operations so that such impediment is reduced to the absolute minimum.

B. Should conditions arise from, or in connection with the work, require that immediate and unusual provisions be made to protect operation and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in his absence the Engineer, such provisions are insufficient, either may require or provide such provisions as he deems necessary. In any event, such unusual provisions shall be at the Contractors expense and without cost to the Railroad or Department.

4. TRACK CLEARANCES:

A. The minimum track clearances to be maintained by the Contractor during construction, unless otherwise shown on the Project plans, shall be:

Vertical: Twenty-two (22'-0") feet from top of highest rail.

Lateral: Thirteen feet (13'-0") from centerline of nearest tangent track, or fourteen feet (14'0") from centerline of nearest curved track.

However, before undertaking any work within Railroad right of way, or before placing any obstruction over any track, the Contractor shall:

1. Notify the Railroad's representative at least five (5) business days n advance of the work to obtain Flagging Request form and schedule flagging services.

2. Receive assurance from the Railroad's representative that arrangements have been made for flagging service as may be necessary.

3. Receive permission from the Railroad's representative to proceed with the work.

4. Ascertain that the Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.

B. The Contractor shall prepare and submit to the Railroad a drawing indicating actual clearances as constructed.

Exhibit 6

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5. CONSTRUCTION PROCEDURES:

A. General:
Construction work on Railroad property shall be:
1. Subject to the inspection and approval of the Railroad.
2. In accord with the Railroad's written outline of specific conditions.
3. In accord with the Railroad's general rules, regulations and requirements including those related to safety, fall protection and protective equipment
4. In accord with these Special Provisions and the Illinois Department of Transportation Standard Specifications.

B. Excavation:
The subgrade of an operated track shall be maintained with edge of berm at least 10'0" from centerline of track and not more than 24 inches below top of rail. The Contractor will not be required to make existing section meet this specification if substandard, in which case existing section will be maintained.

C. Excavation for Structures:
The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. All plans and calculations for shoring shall be prepared and signed by a Registered Professional Engineer. The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions. The procedure for doing such work, including need of and plans for shoring, shall first be approved by the Engineer and the Railroad Engineer, but such approval shall not relieve the Contractor from liability. The Contractor shall submit to the Railroad, for review and written approval, three (3) sets of detailed drawings and one (1) set of calculations. The drawings and calculations shall be prepared and sealed by a Registered Professional Engineer in the State of Illinois.

D. Protection From Falling Debris:
Whenever any operation may produce falling debris over Railroad property, including tracks and wires, the Contractor shall submit plans to the Railroad Engineer, for review and written approval, detailing the method of protection of the railroad track, wires and property from falling debris. A protective shield shall be erected over the track to catch falling debris and shall not be lower than the allowed temporary clearance. Deck removal shall be by cutting it in sections and lifting out. Large pieces of deck shall not be allowed to fall on the protective shield.

E. Demolition, Erection, Hoisting:
1. Railroad tracks and other railroad property must be protected from damage during the procedure.

2. The Contractor is required to submit a plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or disposal locations shown. The location of all tracks and other railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must be shown.

3. Crane rating sheets showing cranes to be adequate for 150% of the actual weight of the pick. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted.

4. Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing and/or proposed structure showing complete and sufficient details with supporting data for the demolition or erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under supervision of the Registered Professional Engineer submitting the procedure and calculations.

5. A data sheet must be submitted listing the types, size, and arrangements of all rigging and connection equipment.

6. A complete procedure is to be submitted, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.

7. All erection or demolition plans, procedures, data sheets, etc. submitted must be prepared, signed and sealed by a Registered Professional Engineer.

8. The Railroad's representative must be present at the site during the entire demolition and erection procedure period.

9. All procedures, plans and calculations shall first be approved by the Engineer and the Railroad Engineer, but such approval does not relieve the Contractor from liability.

10. All submittals for Shoring, Demolition of Existing Structures or Erection Procedure are to be prepared, signed and sealed by a Registered Professional Engineer and are to be submitted to:

Heath Mondragon, General Manager
heath.mondragon@gwrr.com
(716) 341-9953

F. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Engineer for use of explosive on or adjacent to Railroad property. If permission for use of explosives is granted, the Contractor will be required to comply with the following:

   (a) Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor.

   (b) Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.

   (c) No blasting shall be done without the presence of an authorized representative of the Railroad. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 2B above) will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.

(d) Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at his expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized representative. If his actions result in delay of trains, the Contractor shall bear the entire cost thereof.

2. The Railroad representative will:

(a) Determine the approximate location of trains and advise the Contractor the approximate amount of time available for the blasting operation and clean up.

(b) Have the authority to order discontinuance of blasting if, in his opinion, blasting is too hazardous or is not in accord with these special provisions.

G. Maintenance of Railroad Facilities:

The Contractor shall at all times maintain a system to allow proper drainage through the construction area.

The Contractor shall submit to the Railroad a proposed method of erosion control and must have written approval from the Railroad prior to beginning any excavation or grading on Railroad property or which affects Railroad property.

The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions, which may result from his operations; to promptly repair eroded areas within Railroad rights of way and to repair any other damage to the property of the Railroad or its tenants.

All such maintenance and any damage caused by the Contractor's operations to the track or railroad property will require repair immediately upon notification from the Railroad or their designated personnel or Contractor. If the damage affects the track, track structure, railroad facilities, or train operations as determined by the Railroad, the repairs will be performed by the Railroad at the Contractor's expense including all associated costs of delays of the Railroad.

20[illegible]

H. Storage of Materials and Equipment:
Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights of way of the Railroad company without first having obtained permission from the Railroad engineer, and such permission will be with the understanding that the Railroad Company will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.

All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all loss, costs, expenses, claim or liability for loss of or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

I. Cleanup:
Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights of way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights of way in a neat condition satisfactory to the Chief Engineer of the Railroad or his authorized representative.

6. FLAGGING SERVICES:

A. When Required:
Under the terms of the agreement between the Department and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's men or equipment are, or are likely to be, working on the Railroad's right-of-way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.

B. Scheduling and Notification:
A minimum of five (5) business days before commencement of work is necessary to schedule a flagman. The Contractor must also contact the Railroad contact identified below well in advance of ordering a flagger for the first time to provide information to the Railroad for billing purposes. Flaggers will not be dispatched until initiation and approval of a billing account. Reimbursement is required for a full 8-hour day for any flagman furnished. In the event that a flagman is required for more than an 8-hour day, reimbursement will be at one hundred dollars per each additional hour. Actual costs for travel, meals, lodging and transportation will be billed at actual costs. Flagging requests should be arranged through:

Heath Mondragon, General Manager
heath.mondragon@gwrr.com
(716) 341-9953

C. Payment:
The Department will reimburse the Railroad Company directly for all cost of flagging which is required on account of construction of the project, within Railroad Company's right-of-way, which is shown in the project plans, or

which is covered by an approved plan revision, supplemental agreement or change order. Any flagging cost deemed to be caused by acts of omission, carelessness, or negligence or unnecessary delays by the Contractor will also be borne by the Department but will be deducted from progress or final payment made to the Contractor.

However, this deduction will be made only after written notification has been given the Contractor by the highway engineer that these flagging costs have been determined to be the Contractor's responsibility. The Contractor will be required to reimburse the Railroad Company for any flagging required on account of work for the benefit of the Contractor, (See Paragraph 7). This includes the flagging required solely for protection of a temporary crossing constructed for the benefit of the Contractor. The Contractor shall be responsible for determining the costs for flagging protection.

D. Verification:
The Railroad flagman assigned to the project will be responsible for notifying the Project Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin, and on the last day that he performs such services for each separate period that services are provided. The Project Engineer will document such notification in the project records. When requested, the Project Engineer will also sign the flagman's diary or report of flagging form showing daily time spent and activity at the project site.

7. HAUL ACROSS RAILROAD

A. Where plans show or imply that materials of any nature must be hauled across a Railroad, unless the plans clearly show that the Department has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad. The Contractor will be required to make all costs incidental to such crossings whether services are performed by his own forces or by Railroad personnel.

B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad Company until a private crossing agreement, for the Contractors installation, maintenance, necessary watching and flagging thereof and removal, has been executed between the Contractor and the Railroad.

8. WORK FOR THE BENEFIT OF THE CONTRACTOR:

A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the State and the Railroad or will be covered by appropriate revisions to same which will initiated and approved by the State and/or the Railroad.

B. Should the Contractor desire any changes in addition to the above, then he shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

9. COOPERATION AND DELAYS:

A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging his schedule he shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.

B. No charge or claims of the Contractor against either the Department or the Railroad Company will be allowed for hindrance or delay on account of railway traffic; any work done by the Railway Company or other delay incident to or necessary for safe maintenance of railway traffic or for any delays due to compliance with these special provisions.

10. TRAINMAN'S WALKWAYS:

Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10' from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railroad's protective service is provided shall be removed before the close of each work day. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed.

11. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:

A. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Safety boots are strongly recommended.

B. No one is allowed within 25' of the centerline of track without specific authorization from the flagman.

C. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.

D. No one is allowed to cross tracks without specific authorization from the flagman.

E. All welders and cutting torches working within 25' of track must stop when train is passing.

F. No steel tape or chain will be allowed to cross or touch rails without permission.

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12. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHT-OF-WAY:

A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15′ of center line of track without specific permission from railroad official and flagman.

B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.

C. All employees will stay with their machines when crane or boom equipment is pointed toward track.

D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).

F. Swinging loads must be secured to prevent movement while train is passing.

F. No loads will be suspended above a moving train.

G. No equipment will be allowed within 25′ of centerline of track without specific authorization of the flagman.

H. Trucks, tractors or any equipment will not touch ballast line without specific permission from railroad official and flagman.

I. No equipment or load movement within 25′ or above a standing train or railroad equipment without specific authorization of the flagman.

J. All operating equipment within 25′ of track must halt operations if the flagman views the operation to be dangerous to the passing train.

K. All equipment, loads and cables are prohibited from touching rails.

L. While clearing and grubbing, no vegetation will be removed from railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.

M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.

N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.

O. All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.

13. INSURANCE:

A. The Contractor will be required to carry insurance in accordance with 103.04 of the Standard Specifications and the Railroad's requirements. In the event this project is awarded to a "joint venture" all insurance, except workman's compensation, shall be carried in the name of the joint venture.

Evidence of insurance as required above shall be furnished to the address shown. The original policies, or certificates, shall be sent to the railroad for its' review. Copies of the transmittal letter and the policies or certificates shall be forwarded to the Department.

RAILROAD POLICY "A"

Department:
Illinois of Transportation

Railroads:

SEE ATTACHMENT "A"

Trains will be operated at a maximum speed of _____ mph through the improvement. The number of trains through the improvement will be ___freight and _____ passenger trains daily.

The named insured, description of the work and designation of the job site to be shown on the Policy are as follows:
(a) Named Insured: SEE ATTACHMENT "A"
(b) Description and Designation:
City of Springfield Contract: INSERT PROJECT DESCRIPTION

B. If any part of the work is sublet, similar insurance and evidence thereof in the same amounts as required of the Prime Contractor shall be provided by or in behalf of the subcontractor to cover his operations. Endorsements to the Prime Contractor's policies specifically naming subcontractors and describing their operations will be acceptable for this purpose.

C. All insurance herein before specified shall be carried until all work required to be performed under the terms of the contract has been satisfactorily completed within the limits of the rights of way of the Railroad as evidenced by the formal acceptance by the Department. Insuring Companies may cancel insurance by permission of the Department and Railroad or on thirty (30) days written notice to the Railroad and copied to the City of Springfield at the same addresses shown in Par. A above.

14. FAILURE TO COMPLY:
In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:

A. The Railroad Engineer may require that the Contractor vacate Railroad property.

B. The Engineer may withhold all monies due the Contractor on monthly statements.

Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

15. PAYMENT FOR COST OF COMPLIANCE:

No separate payment will be made for any extra cost incurred on account of compliance with these special provisions. All such cost shall be included in prices bid for other items of the work as specified in the payment items.

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ATTACHMENT A

NSURANCE REQUIREMENTS

CONTRACTOR shall, at its expense, procure, prior to commencement of the WORK, and shall maintain in full force and effect until the WORK has been completed and accepted, and shall require all subcontractors likewise to procure and maintain, unless they be covered by CONTRACTOR's insurance, the following kinds and minimum amounts:

1 Workmen's Compensation Insurance with minimum limits of not less than $1,000,000 Bodily Injury by Accident, Each Accident; $1,000,000 Bodily Injury by Disease, Policy Limit; $1,000,000 Bodily Injury by Disease, Each Employee, and includes a waiver of subrogation in favor of RAILROAD.

2 CONTRACTOR's Public Liability, Property Damage Liability Insurance including Products & Completed Operations coverage with a minimum single combined limit of not less than $2,000,000 per occurrence and $6,000,000 aggregate. Coverage shall include Railroad Contractual Liability endorsement ISO GL 24 17 or its equivalent, have a cross-liability clause, name RAILROAD as an additional insured with endorsement ISO GL 20 10, and include a waiver of subrogation in favor of RAILROAD.

3 The CONTRACTOR shall maintain Commercial Automobile Insurance for all owned, non-owned and hired vehicles with a combined single limit of not less than $1,000,000 for Bodily Injury and Property Damage Liability. Such policy shall be endorsed to provide Waiver of Subrogation in favor of RAILROAD and name RAILROAD as Additional Insured. If hauling hazardous materials, policy is to be endorsed with the MCS-90 endorsement.

4 Insurance (except RRPL insurance in Section 6) shall be primary and without right of contribution from other insurance that may be in effect and without subordination. The insurance policies must be underwritten by a company licensed in the state where work is to be performed and carry a minimum Best's rating of "A- VI" or better. Insurance shall not be materially modifiable or cancelable without thirty, (30) days prior written notice to RAILROAD. CONTRACTOR shall furnish RAILROAD with certificates of insurance showing compliance with these insurance provisions ten (10) days prior to the commencement of the WORK which must be signed by an authorized member of the insurance firm and which must show the name of the agreement to which the certificate is applicable

5 If any policies providing the required coverage's are written on a claims-made basis, the following is applicable:

- The retroactive date shall be prior to the commencement of the work
- CONTRACTOR shall maintain such policies on a continuous basis
- If there is a change in insurance companies or policies are canceled or not renewed, CONTRACTOR shall purchase an extended reporting period of not less than three (3) years after the contract completion date.

CONTRACTOR shall acquire Railroad Protective Public Liability and Property Damage Liability Insurance with limits of $2,000,000 per occurrence, $6,000,000 annual aggregate, with Official name of the subsidiary railroad and Genesee & Wyoming, Inc. as the named insured.

6 Such additional or different insurance as Railroad may require.

Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Kristine Storm
VP - Purchasing
13901 Sutton Park Drive South
Suite 270
Jacksonville, FL 32224

Telephone: Office: 904-900-6250
E-mail: Kristine.storm@gwrr.com

LEFT BLANK INTENTIONALLY

INSURANCE APPROVAL REQUEST - To be sent with required evidence of insurance.

Date: _____

TO: Genesee & Wyoming, Inc.
13901 Sutton Park Drive South, Suite 270
Jacksonville, FL. 32224
Attn: Kristine Storm
VP - Purchasing

Railroad Agreement With: _____ (Date) _____
(State of Illinois or Name of Local Public Agency)

Name of Contractor _____

Project Description: _____

(Provide both Railroad and Contract Project Description using Railroad File and Contract Nos. when available)

Anticipated Starting Date: _____ _____ Completion Date: _____

City: _____ County: _____ State: _____

Division: _____ Sub-Division: _____ M.P.: _____

Attached are Original Railroad Protective Insurance Policy, in duplicate, required to be furnished to Railroad. Please advise if the attached evidence of insurance is satisfactory and complies with the insurance requirements of the agreement.

_____
Contractor

Contractor must show address below and attach self-addressed, stamped envelope)

Date: _____

TO: _____
File: _____

☐ Approved - this is not authority to proceed with work, Please Contact _____ at _____ to arrange clearance to enter Railroad property

☐ Not Approved. Reason:
- ☐ General Liability limits inadequate ($ _____ required).
- ☐ No evidence of Contractual Liability Insurance.
- ☐ No unconditional 30-day notice of cancellation.
- ☐ Other:

☐ Returned for your further handling.

☐ Insufficient information provided Returned without approval.

Genesee & Wyoming Railroad Services, Inc.

_____
Risk Manager

Exhibit 6

2024-585

ASSURANCES AND CERTIFICATIONS RELATED TO CITY'S FEDERAL GRANT

Contractor agrees to comply (and require any subcontractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FRA's access to records, accounts, documents, information, facilities, and staff. Contractor must comply with any program or compliance reviews, and/or complaint investigations conducted by the FRA. Contractor must keep records, reports, and submit the material for review upon request to FRA, or its designee in a timely, complete, and accurate way. Additionally, contractor must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

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 Railroad Administration (FRA), 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 Nondiscrimination 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 FRA 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 FRA, 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 FRA 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 FRA 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.

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 nondiscrimination statutes and authorities; including but not limited to:

Potentially 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).

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

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 FRA 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 , the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants under this agreement, 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.

REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW

As required by sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), and similar provisions in subsequent appropriations acts, and implemented through USDOT Order 4200.6, the funds provided under this contract 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 an 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 an 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 made then 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.**

(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 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 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 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 under section 5.

[END OF ASSURANCES AND CERTIFICATIONS]

ORDINANCE FACT SHEET

REQUEST FORM NO: 24-69
DATE OF 1ST READING: 12/17/2024

OFFICE REQUESTING: Public Works
CONTACT PERSON: Nathan Bottom
PHONE NUMBER: (217) 789-2255

EMERGENCY PASSAGE: No [X] Yes [ ] If yes, explain justification.

TYPE OF ORDINANCE: Construction Agreement **FISCAL IMPACT:** $ 254,946.00

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

SUGGESTED TITLE:

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) AND THE ILLINOIS & MIDLAND RAILROAD, INC. FOR USABLE SEGMENT VIA OF THE SPRINGFIELD RAIL IMPROVEMENTS PROJECT FOR THE OFFICE OF PUBLIC WORKS.

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

CONTRACTOR / VENDOR NAME: Illinois & Midland Railroad, Inc. **VENDOR NO:**

CONTRACT TERM: Completion **CONTRACT #** **Change in Scope** Yes [ ] No [X]

CONTRACT AMOUNT:	Change Order #	Additional Amount
$254,946.00 (Original amount if change order)		

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	USVI	2307	$ 254,946.00
2						
3						
4						

FUNDS CHECK BY: Date: 12/6/2024
DIRECTOR / SUPERVISOR SIGNATURE Date: 5 DEC 24
CITY PURCHASING AGENT: J Michael Tate Date: 12-6-24

COMMENTS

This ordinance is for approval of an agreement to reimburse Illinois & Midland Railroad, Inc. (I&M) for their costs and allow City's contractor to work on I&M property. The agreement is for public purposes, specifically associated with Usable Segment VIA of the Springfield Rail Improvements Project. Costs will be reimbursed by a federal RAISE grant.

SIGN OFF:

(Mayor's Signature) GEM

(Director of OBM)

9 0 9 5 - 3 1 9 5

ORDINANCE FACT SHEET

REQUEST FORM NO: 25-47
DATE OF 1ST READING: 8/6/2025

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

EMERGENCY PASSAGE: No [X] Yes [ ] If yes, explain justification.

TYPE OF ORDINANCE: Real Estate
FISCAL IMPACT: $ 925.00

(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 PERSONAL PROPERTY LOCATED ON PARCEL SR0029, 1500 E. NORTH GRAND AVENUE, IN AMOUNT NOT TO EXCEED $925.00.

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

transaction summary
relocation costs estimate
invoice

CONTRACTOR / VENDOR NAME: Hanson Professional Services Inc. **VENDOR NO:** 0HAN1501

CONTRACT TERM: completion **CONTRACT #** _____ **Change in Scope** Yes [ ] No [X]

CONTRACT AMOUNT: $925.00 (Original amount if change order) | **Change Order #** | **Additional Amount**

Method of Purchase (check one) **Previous Ord #s** _____

[ ] Low Bid
[ ] Low Bid Meeting Specs
[ ] Low Evaluated Bid
[ ] Other: _____
[ ] Exception: _____
Code Provision: _____

Is Purchasing Agent approval required? No [ ] Yes [X]
Is Purchasing Agent approval attached? No [ ] Yes [X]

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	$ 925.00
2						
3						
4						

FUNDS CHECK BY: _____ **Date:** 7/29/25
DIRECTOR / SUPERVISOR SIGNATURE **Date:** 29 July 25
CITY PURCHASING AGENT: _____ **Date:** 7-29-25

COMMENTS

This ordinance is for supplemental relocation expenses for the acquired property located at 1500 E. North Grand Avenue. The relocation assistance is required for public purposes, specifically associated with the Springfield Rail Improvements Projects, Usable Segment 6A. The relocation costs are in compliance with the Federal Uniform Relocation Act.

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

The information supplied on this form is not confidential information.

A RESOLUTION NOTIFYING THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION THAT MOTOR FUEL TAX FUNDS IN THE AMOUNT OF $39,500.00 MAY BE USED FOR THE CITY'S SHARE FOR PLANNING WORK OUTLINED IN THE UNIFIED PLANNING WORK PROGRAM AS REQUIRED BY THE 1962 FEDERAL AND HIGHWAY ACT (SATS – SPRINGFIELD AREA TRANSPORTATION STUDY) MFT SECTION 25-00300-00-ES, AS AMENDED, FOR THE OFFICE OF PUBLIC WORKS

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

WHEREAS, the City has approved an Agreement with the Springfield-Sangamon County Regional Planning Commission for the performance of work under the Unified Planning Work Program; and

WHEREAS, the City anticipates using Motor Fuel Tax funds in the amount of $39,500.00 for the City's share for planning work outlined in the Unified Planning Work Program as required by the 1962 Federal and Highway Act (SATS – Springfield Area Transportation Study, MFT Section 25-00300-00-ES; and

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

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

Section 1: That improvements will be made as outlined in the 2025 Technical Work Program as required by the 1962 Federal and Highway Act (SATS – Springfield Area Transportation Study).

Section 2: That the proposed improvements will be designated as City Section 25-00300-00-ES.

Section 3: That the City anticipates using $39,500.00 for the improvements under the 2025 Technical Work Program from its allotment of Motor Fuel Tax Funds.

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

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

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

PASSED:_____**, 2025**

RECORDED:_____**, 2025**

ATTEST:_____
City Clerk Charles L. Redpath Sr.

Requested by: Mayor Misty Buscher

SIGNED:_____**, 2025**

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

7-30-25
Office of Corporation Counsel/Date

Illinois Department of Transportation

Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
☒ Yes ☐ No

Resolution Type	Resolution Number	Section Number
Original		25-00300-00-ES

BE IT RESOLVED, by the Council (Governing Body Type) of the City (Local Public Agency Type)

of Springfield (Name of Local Public Agency) Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract (Contract or Day Labor).

For Roadway/Street Improvements:

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

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Transportation planning in the metropolitan planning area.

2. That there is hereby appropriated the sum of Thirty-nine thousand five hundred hundred Dollars ($39,500.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, Charles Redpath Sr. (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type)

of Springfield (Name of Local Public Agency) in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council (Governing Body Type) of Springfield (Name of Local Public Agency) at a meeting held on _____ (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ (Day) day of _____ (Month, Year).

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

Illinois Department of Transportation

Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
☒ Yes ☐ No

Resolution Type	Resolution Number	Section Number
Original		25-00300-00-ES

BE IT RESOLVED, by the Council (Governing Body Type) of the City (Local Public Agency Type)
of Springfield (Name of Local Public Agency) Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract (Contract or Day Labor).

For Roadway/Street Improvements:

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

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Transportation planning in the metropolitan planning area.

2. That there is hereby appropriated the sum of Thirty-nine thousand five hundred hundred Dollars ($39,500.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, Charles Redpath Sr. (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type)
of Springfield (Name of Local Public Agency) in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by
Council (Governing Body Type) of Springfield (Name of Local Public Agency) at a meeting held on _____ (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ (Day) day of _____ (Month, Year).

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

2025-320

Illinois Department of Transportation

Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
☒ Yes ☐ No

Resolution Type	Resolution Number	Section Number
Original		25-00300-00-ES

BE IT RESOLVED, by the Council (Governing Body Type) of the City (Local Public Agency Type)
of Springfield (Name of Local Public Agency) Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract (Contract or Day Labor).

For Roadway/Street Improvements:

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

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Transportation planning in the metropolitan planning area.

2. That there is hereby appropriated the sum of Thirty-nine thousand five hundred hundred Dollars ($39,500.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, Charles Redpath Sr. (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type)
of Springfield (Name of Local Public Agency) in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by
Council (Governing Body Type) of Springfield (Name of Local Public Agency) at a meeting held on _____ (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ (Day) day of _____ (Month, Year).

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

2025-320

ORDINANCE FACT SHEET

REQUEST FORM NO: 25-45
DATE OF 1ST READING: 8/6/25

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

EMERGENCY PASSAGE: No [X] Yes [ ] If yes, explain justification.

TYPE OF ORDINANCE: _____ **FISCAL IMPACT:** none

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

SUGGESTED TITLE:

A RESOLUTION APPROPRIATING MOTOR FUEL TAX FUNDS TO PAY THE COST OF PLANNING WORK AS OUTLINED IN THE TECHNICAL WORK PROGRAM AS REQUIRED BY THE 1962 FEDERAL AID HIGHWAY ACT (SATS - SPRINGFIELD AREA TRANSPORTATION STUDY) MFT SECTION 25-00300-00-ES FOR THE OFFICE OF PUBLIC WORKS.

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

CONTRACTOR / VENDOR NAME: N/A **VENDOR NO:** _____

CONTRACT TERM: _____ **CONTRACT #** _____ **Change in Scope** Yes [ ] No [ ]

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

Method of Purchase (check one) **Previous Ord #s** _____

[ ] Low Bid [ ] Other: _____ **Is Purchasing Agent approval required?** No [ ] Yes [ ]
[ ] Low Bid Meeting Specs [ ] Exception: _____ **Is Purchasing Agent approval attached?** No [ ] Yes [ ]
[ ] Low Evaluated Bid **Code Provision:** _____

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: Kristin Weingarten	**Date:** 7/17/25
DIRECTOR / SUPERVISOR SIGNATURE	**Date:** 15 July 25
CITY PURCHASING AGENT: Michael Lentz	**Date:** 7-17-25

COMMENTS

This resolution informs IDOT that the City is using MFT funds to pay the City's share ($39,500.00) for planning work.

SIGN OFF: _____ (Mayor's Signature) GEM _____ (Director of OBM) 7/17/25

The information supplied on this form is not confidential information.

2025-320

AN ORDINANCE AMENDING CHAPTER 170, DIVISION 6, OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, PERTAINING TO REGISTERING REPEATEDLY CITED PROPERTIES

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

WHEREAS, it is in the best interest of the City to amend Chapter 170, Division 6, of The 1988 City of Springfield Code of Ordinances, as amended, pertaining to registering repeatedly cited properties.

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

Section 1: That the City Council hereby amends Chapter 170, Division 6, of The 1988 City of Springfield Code of Ordinances, as amended, pertaining to registering repeatedly cited properties as shown on attached Exhibit "A".

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

Section 3: That this ordinance shall become effective after its passage, recording and publication in pamphlet form.

PASSED:_____**, 2025**

RECORDED:_____**, 2025**

ATTEST:_____
City Clerk Charles L. Redpath Sr.

SIGNED:_____**, 2025**

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

8-1-25
Office of Corporation Counsel / Date

EXHIBIT A

TITLE XVII: - BUILDING REGULATIONS

CHAPTER 170. - BUILDING CODE

ARTICLE VII. - HEALTH, SAFETY AND SANITATION

DIVISION 6. – CITED PROPERTY REGISTRATION

§ 170.17.70. – Applicability.

Any property within the City of Springfield which becomes a cited property is in violation of this chapter and is subject to its remedies. Any person who permits property under his or her ownership or control to be a cited property shall be in violation of this chapter and subject to its remedies.

§ 170.17.71. – Definitions:

(a) *Cited property.* Any property that within a 12-month period, and as a result of not less than three separate inspections or incidents (multiple inspections or incidents which occur on the same calendar date shall not be considered separate inspections or incidents), has been the source of three or more violations of this Code. A "cited property" shall include those with more than two or more multifamily residence buildings that are contiguous, under common ownership. A "cited property" shall not include any vacant property which is registered or required to be registered under 170.17.56.

(b) *Violation.* A finding or determination by an administrative hearing officer, or in the case of garbage, solid waste, grass and weeds upon the expiration of the protest period under 170.17.15, that a violation of one of the following has occurred on or at the subject property:

(1) Accumulation of garbage, rubbish or solid waste.

(2) Brush or weeds exceeding ten inches in height.

(3) Inoperable vehicles or watercrafts.

(4) Broken or missing windows.

(5) Peeling or chipping paint.

(6) Soffit damage.

(7) Fascia damage.

(8) Siding damage.

(9) Tuckpointing.

(10) Roof repair or roof covering replacement.

(11) Gutter damage.

(12) Broken or damaged stairs.

(13) Broken or missing handrails.

(14) Structural floor or wall failure.

(15) Foundation damage.

(16) Hazardous or inoperable electrical components.

(17) Hazardous or inoperable gas components.

(18) Hazardous or inoperable mechanical components.

(19) Hazardous or inoperable plumbing components.

(20) Hazardous or inoperable sewer components.

(21) Hazardous fireplace or chimney.

(c) *Control.* The ability to regulate, restrain, dominate, counteract or govern conduct that occurs on property.

(d) *Owner.* Any person, agent, firm or corporation having any legal or equitable interest in the property. Owner includes, but is not limited to, a mortgagee in possession in whom is vested all or part of the legal title to the property or all or part of the beneficial ownership and the right to the present use and enjoyment of the premises; a court appointed receiver; or a contract for deed buyer.

(e) *Permit.* To suffer, allow, consent to, acquiesce by failure to prevent, or expressly ascent [assent] or agree to the doing of an act.

(f) *Person.* Any natural person, association, partnership or corporation capable of owning or using property in the City of Springfield.

(g) *Property.* Any real property, including land which is affixed, incidental or pertinent to the land, including but not limited to any premises, room, house, building, or structure or any separate part or portion thereof.

§ 170.17.72. – Commencement of action under this division; service; hearing.

The owner(s) of a property designated a cited property by the city shall be served with process in a manner reasonably calculated to give them actual notice, including, but not limited to, service by first class mail, postage prepaid to the address shown by the records of Sangamon County as the person(s) or entity responsible for paying property taxes on the subject property, or personal service on the owner(s). The notice shall contain the date and location of an adjudicatory hearing to be held on the property's designation as a cited property, the citation to the code section on which the designation was based, and the penalties for failure to appear. The hearing on the property's designation as a cited property shall be limited to the issue of such designation and shall not include for consideration any other matter or alleged violation concerning the property or the owner(s). At the conclusion of the hearing, the administrative hearing officer shall make a determination, in writing, of whether the property is a cited property. The decision of the administrative hearing officer shall include findings supporting the final determination. The failure of any owner(s) to appear at the adjudicatory hearing shall not relieve the city of its burden to show sufficient evidence at the scheduled hearing that the property is a cited property as defined in this division. Upon the final decision by the administrative hearing officer that the property is a cited property, the property and its owner(s) shall be subject to the provisions herein.

§ 170.17.73. – Remedies.

Upon the final decision by an administrative hearing officer designating a property a cited property, and absent a stay of such designation by a court of competent jurisdiction, the cited property and its owner(s) shall be subject to the following:

(a) The owner(s) of the cited property shall be subject to a fine in the amount as follows:

(1) Not less than $300 for single-family and duplex residences.

(2) Not less than $500 for multi-family residences with 3-25 units.

(3) Not less than $1,000 for multi-family residences with more than 25 units and commercial structures.

Fines shall be payable to the city within 30 days of the administrative hearing officer's final determination. The fine assessed hereunder shall be considered a debt due and owing the city as of the date of the final determination.

(b) Within 30 days from the date that the property was determined by the administrative hearing officer to be a cited property, the owner(s) of that property shall file with the department of building and zoning an annual registration statement for that property. Any such registration statement shall be prima facie proof of the statements therein contained in any administrative enforcement proceeding or court proceeding instituted by the city as to the cited property. The registration statement shall contain the following information:

(1) The street address of the property and property index number(s).

(2) The number and types of dwelling units located on the property, as well as the maximum number of occupants permitted by the owner in each dwelling unit, if applicable.

(3) The name, street address, and telephone number of each owner of the property (a P.O. box is not sufficient). If the owner of the cited property is a partnership, corporation, limited liability company ("LLC") or voluntary unincorporated association, the statement shall further include the name, street address, and telephone number of each partner (general and limited) in the case of a partnership, each officer in the case of a corporation, each manager in the case of a manager-managed LLC, or each member in the case of a member-managed LLC;

(4) The name, street address (a P.O. box is not sufficient) and telephone number of a natural person 21 years or older, designated by the owner(s) of the cited property as the authorized agent for receiving notices of code violations or citations and receiving process in any court proceeding or administrative enforcement proceeding, on behalf of the owner(s) in connection with the enforcement of this Code; and

(5) The name, street address and telephone number of the person or entity responsible for managing, controlling or collecting rents for the cited property if someone or some entity other than the owner(s).

Failure to file an annual registration statement as provided herein, shall result in the assessment of a late penalty fee in the amount of not less than $50 per day nor more than $500.

(c) Within 30 days from the date the property has been determined by the administrative hearing officer to be a cited property, the owner(s) shall have the cited property inspected by a city inspector, whose inspection report shall be submitted to the department of building and zoning within seven days of the date of the inspection. The owner(s) shall, no later than 90 days from the date of the inspection provided for herein, repair, correct, cure or abate all violations contained in the inspection report that resulted therefrom. The department of building and zoning shall reinspect the cited property within seven days upon the expiration of the 90 days to confirm whether all violations contained in the inspection report have been repaired, corrected, cured or abated, unless otherwise notified by the owner sooner to conduct a reinspection.

(d) The owner(s) of a cited property shall, no earlier than 15 days before, nor any later than 15 days after the date which is one year after the final determination by the administrative hearing officer that the property is a cited property, cause the cited property to be reinspected by a city inspector to confirm whether all violations contained in the previous inspection report have been repaired, corrected, cured or abated, or whether any new or additional violations exist. Such inspection report shall be submitted to the department of building and zoning within seven days of the date of said inspection. The owner(s) shall certify to the department of building and zoning, no later than 90 days from the date of the inspection provided for herein that all violations contained in the inspection report that resulted therefrom have been repaired, corrected, cured or mitigated.

(e) Upon the administrative hearing officer's final determination that a property is a cited property and until that designation is removed as provided for herein, the city shall be entitled to include the property (as identified by its address or parcel identification number) and the property's title owner of record on a list of cited properties, maintained by the city and available to the public, such authorization shall mean to include publication of the list on a publicly-accessible website maintained by the city.

(f) If there shall be any subsequent violation which shall arise on a property that has been designated a cited property hereunder after said designation has been determined by an administrative hearing officer but prior to the removal of the designation as provided for herein, and that is independent of any violation provided for in the inspection report(s) provided for herein, then the owner(s) of the cited property shall have no more than 30 days from the date of said violation to remedy, repair, correct, or cure said violation.

(g) The failure of the owner(s) to comply with any of its or their obligations under this division shall cause the property to be re-designated a cited property and each of the obligations set forth herein shall apply to the property as if the property were first designated a cited property on the date on which the owner(s)' obligations hereunder were not completed or satisfied.

(h) The designation of a property as a cited property shall be removed upon (i) the payment by the owner(s) of the fine provided for herein, (ii) the timely submission of the registration statement provided for herein, (iii) the timely repair, correction, or abatement of all violations contained in the inspection report(s) provided for herein; and (iv) the expiration of a one-year time period from the final determination by the administrative hearing officer to be a cited property or the expiration of a one-year time period from re-designation as a cited property, whichever is applicable.

§ 98.06. Chronic nuisances.

(a) Any property within the City of Springfield which becomes a chronic nuisance property is in violation of this chapter and is subject to its remedies. Any person in charge who permits property under his or her ownership or control to be a chronic nuisance property shall be in violation of this chapter and subject to its remedies.

(b) Definitions:

(1) *Chronic nuisance property.* Chronic nuisance property is property that ~~either~~:

(i) ~~Within a 24-month period and as a result of no less than three separate inspections or incidents (multiple inspections or incidents which occur on the same calendar date shall not be considered separate inspections or incidents) has been the source of three or more violations of this Code.~~

~~For purposes of this 98.06(b)(1)(i) and 98.06(d), a "violation" shall mean a finding by an administrative hearing officer that a violation of the city's Code, which in turn serves as one of the violations described in 170.17.67(d) has occurred on or at the property in question.~~

~~(ii)~~ Upon which either two or more of the following criminal activities have occurred during any 60-day period or three or more of the following criminal activities have occurred during any 365-day period, as a result of separate factual events that have been independently investigated by a law enforcement agency:

a. Unlawful possession or consumption of alcohol by a minor, 235 ILCS 5/6-20;
b. Any homicide offense as defined in 720 ILCS 5/9-1 et seq.;
c. Any kidnapping offense as defined in 720 ILCS 5/10-1 et seq.;
d. Any sexual assault, sexual abuse or related offenses as defined in major sex offenses, 720 ILCS 5/11-1.10 et seq., vulnerable victim offenses, 720 ILCS 5/11-9.1 et seq., prostitution offenses, 720 ILCS 5/11-14 et seq., or pornography offenses, 720 ILCS 5/11-20 et seq.;
e. Assault or battery or any related offense as defined in 720 ILCS 5/12-1 et seq.;
f. Criminal housing management as defined in 720 ILCS 5/12-5.1 and 5.1a;
g. Possession of explosives or incendiary devices as defined in 720 ILCS 5/20-2;
h. Any offense involving damage and trespass to property as defined in 720 ILCS 5/21 et seq.;
i. Any offense involving deadly weapons as defined in 720 ILCS 5/24 et seq.;
j. Any offense involving disorderly conduct as defined in 720 ILCS 5/26-1 et seq.;
k. Any offense involving gambling as defined in 720 ILCS 5/28-1 et seq.;
l. Any offense involving the possession, manufacture or delivery of controlled substances in the Illinois Controlled Substances Act, 720 ILCS 570/401 et seq.;
m. Any offense involving the possession, cultivation, manufacture or delivery of cannabis as defined in the Cannabis Control Act, 720 ILCS 550/1 et seq.;
n. Sale, delivery or possession of drug paraphernalia, as defined in 720 ILCS 600/3 and 3.5;
o. Any offense involving the possession, manufacture, or delivery of methamphetamine as defined in the Methamphetamine Control and Community Protection Act, 720 ILCS 646/1 et seq.;

p. Any offense involving the use, sale or delivery of intoxicating compounds as defined in the Use of Intoxicating Compounds Act, 720 ILCS 690/.01 et seq.;

q. An order imposing a fine or other sanction for violation of any Code section in chapter 98, chapters 130 through 134, and chapters 170 through 173 of the 1988 City of Springfield Code of Ordinances, as amended, which order is issued by the code hearing officer pursuant to chapter 39 of the Code or by a court;

r. A violation of article VII of chapter 170 of the 1988 City of Springfield Code of Ordinances, as amended, which violation is not remedied within the time allotted after service of a notice to abate as provided in chapter 170; or

s. Where tenants or occupants of the property have committed any of the above-referenced criminal activities within 300 feet of the property resulting in making the area around the property unsafe or dangerous because of the activities of the tenants or occupants of the property.

t. Notwithstanding any other provision of this section, criminal activity occurring in a dwelling unit located on the property that is directly relating to domestic violence or sexual violence, engaged in by a tenant, member of a tenant's household, guest, or other party, and against a tenant, household member, guest, or other party shall not constitute a basis for establishing a chronic nuisance property under this section. "Domestic violence", "sexual violence", and "tenant" shall have the meanings as defined under Section 10 of the Safe Homes Act.

(2) *Control.* The ability to regulate, restrain, dominate, counteract or govern conduct that occurs on property.

(3) *Owner.* Any person, agent, firm or corporation having any legal or equitable interest in the property. Owner includes, but is not limited to a mortgagee in possession in whom is vested all or part of the legal title to the property or all or part of the beneficial ownership and the right to the present use and enjoyment of the premises; or an occupant who can control what occurs on the property.

(4) *Permit.* To suffer, allow, consent to, acquiesce by failure to prevent, or expressly ascent [assent] or agree to the doing of an act.

(5) *Person.* Any natural person, association, partnership or corporation capable of owning or using property in the City of Springfield.

(6) *Person in charge.* Any person in actual or constructive possession of a property, including but not limited to an owner, occupant of property under his or her domain, ownership or control.

(7) *Property.* Any real property, including land which is affixed, incidental or pertinent to the land, including but not limited to any premises, room, house, building, or structure or any separate part or portion thereof.

~~(c) Commencement of action under 98.06(b)(1)(i); service; hearing. The owner(s) of a property designated a chronic nuisance property under 98.06(b)(1)(i) by the city shall be served with process in a manner reasonably calculated to give them actual notice, including, as appropriate, service by first class mail, postage prepaid to the address shown by the records of Sangamon County as the person(s) or entity responsible for paying property taxes on the subject property, or personal service on the owner(s). The notice shall contain the date and~~

~~location of an adjudicatory hearing to be held on the property's designation as a chronic nuisance property, the citation to the code section on which the designation was based, and the penalties for failure to appear. The hearing on the property's designation as a chronic nuisance property shall be limited to the issue of such designation and shall not include for consideration any other matter or alleged violation concerning the property or the owner(s). At the conclusion of the hearing, the administrative hearing officer shall make a determination, in writing, of whether the property is a chronic nuisance property as provided for in 98.06(b)(1)(i). The decision of the administrative hearing officer shall include findings supporting the final determination. The failure of any owner(s) to appear at the adjudicatory hearing shall not relieve the city of its burden to show sufficient evidence at the scheduled hearing that the property is a chronic nuisance property as defined in 98.06(b)(1)(i). Upon the final decision by the administrative hearing officer that the property is a chronic nuisance property, the property and its owner(s) shall be subject to the provisions of 98.06(d) herein.~~

~~(d) Remedies under 98.06(b)(1)(i). Upon the final decision by an administrative hearing officer designating a property a chronic nuisance property, and absent a stay of such designation by a court of competent jurisdiction, the chronic nuisance property and its owner(s) shall be subject to the following:~~

~~(1) The owner(s) of the chronic nuisance property shall be subject to a fine in the amount of $1,000, payable to the city within 30 days of the administrative hearing officer's final determination. The fine assessed hereunder shall be considered a debt due and owing the city as of the date of the final determination.~~

~~(2) Within 30 days from the date the property has been determined by the administrative hearing officer to be a chronic nuisance property, the owner(s) shall have the chronic nuisance property inspected by a city inspector, whose inspection report(s) shall be submitted to the department of building and zoning within seven days of the date of the inspection. The owner(s) shall certify to the department of building and zoning, no later than 90 days from the date of the inspection provided for herein that all violations contained in the inspection report that resulted therefrom have been repaired, corrected, cured or mitigated.~~

~~(3) Within 30 days from the date that the property was determined by the administrative hearing officer to be a chronic nuisance property, the owner(s) of that property shall file with the department of building and zoning an annual registration statement for that property. Any such registration statement shall be prima facie proof of the statement therein contained in any administrative enforcement proceeding or court proceeding instituted by the city as to the chronic nuisance property. The registration statement shall contain the following information:~~

~~a. The name, street address, and telephone number of each owner of the property (a P.O. box is not sufficient). If the owner of the chronic nuisance property is a partnership, corporation, limited liability company ("LLC") or voluntary unincorporated association, the statement shall further include the name, street address, and telephone number of each partner (general and limited) in the case of a partnership, each officer in the case of a corporation, each manager in the case of a manager-managed LLC, or each member in the case of a member-managed LLC; and~~

b. The name, street address (a P.O. box is not sufficient) and telephone number of a natural person 21 years or older, designated by the owner(s) of the chronic nuisance property as the authorized agent for receiving notices of code violations or citations and receiving process in any court proceeding or administrative enforcement proceeding, on behalf of the owner(s) in connection with the enforcement of this Code; and

c. The name, street address and telephone number of the person or entity responsible for managing, controlling or collecting rents for the chronic nuisance property if someone or some entity other than the owner(s); and

(4) The owner(s) of a chronic nuisance property shall, no earlier than 15 days before, nor any later than 15 days after the date which is one year after the final determination by the administrative hearing officer that the property is a chronic nuisance property, cause the chronic nuisance property to be inspected by a city inspector, whose inspection report(s) shall be submitted to the department of building and zoning within seven days of the date of said inspection. The owner(s) shall certify to the department of building and zoning, no later than 90 days from the date of the inspection provided for herein that all violations contained in the inspection report that resulted therefrom have been repaired, corrected, cured or mitigated.

(5) The owner(s) of a chronic nuisance property shall, no earlier than 15 days before, nor any later than 15 days after the date which is two years after the final determination by the administrative hearing officer that the property is a chronic nuisance property, cause the chronic nuisance property to be inspected by a city inspector, whose inspection report(s) shall be submitted to the department of building and zoning within seven days of the date of said inspection. The owner(s) shall certify to the department of building and zoning, no later than 90 days from the date of the inspection provided for herein that all violations contained in the inspection report that resulted therefrom have been repaired, corrected, cured or mitigated.

(6) Upon the administrative hearing officer's final determination that a property is a chronic nuisance property and until that designation is removed as provided for herein, the city shall be entitled to include the property (as identified by its address and/or parcel identification number) and the property's title owner on a list of chronic nuisance properties, maintained by the city and available to the public, such authorization shall mean to include publication of the list on a publicly-accessible website maintained by the city.

(7) If there shall be any violation, as defined in 98.06(b)(1), which shall arise on a property that has been designated a chronic nuisance property hereunder after said designation has been determined by an administrative hearing officer but prior to the removal of the designation as provided for herein and that is independent of any violation provided for in the inspection report(s) provided for herein, then the owner(s) of the chronic nuisance property shall have no more than 30 days from the date of said violation to remedy, repair, correct, or cure said violation.

(8) The failure of the owner(s) to comply with any of its or their obligations under this 98.06(d) shall cause the property to be re-designated a chronic nuisance property and each of the obligations set forth herein shall apply to the property as if the property were

~~first designated a chronic nuisance property on the date on which the owner(s)' obligations hereunder were not completed or satisfied.~~

~~(9) The designation of a property as a chronic nuisance property shall be removed upon (i) the payment by the owner(s) of the fine provided for in 98.06(d)(1), (ii) the timely submission by the owner(s) of the inspection report(s) provided for in this 98.06(d) and timely submission of all certifications of repairs, and (iii) the timely submission of the registration statement provided for in 98.06(d)(3).~~

(e) Commencement of action under 98.06(b)(1)(ii). When the chief of police receives a report documenting the occurrence of the second nuisance activity in a 60-day period or the third nuisance activity in a 365-day period at or within a property and determines that the property has become a chronic nuisance property pursuant to 98.06(b)(1)(ii), the chief of police shall:

(1) Notify the person in charge in writing that the property has been determined to be a chronic nuisance property. The notice shall contain the following information: the street address or legal description sufficient for identification of the property; a statement that the chief of police has determined the property to be chronic nuisance property with a concise description of the nuisance activities leading to his/her findings; and a demand that the person in charge respond within ten days to the chief of police and propose a course of action that the chief of police agrees will abate the nuisance activities giving rise to the violation.

(2) Service shall be made either personally or by first class mail, postage pre-paid, return receipt requested, addressed to the person in charge at the address of the property believed to be a chronic nuisance property, or such other place which is likely to give the person in charge notice of the determination by the chief of police.

(3) A copy of the notice shall be served on the owner at such address as shown on the tax rolls of the county in which the property is located, and/or the occupant, at the address of the property, if these persons are different than the person in charge, and shall be made either personally or by first class mail, postage pre-paid.

(4) A copy of the notice shall also be posted at the property after ten days has elapsed from the service or mailing of the notice to the person in charge if the person in charge has not contacted the chief of police.

(5) The failure of any person to receive notice that the property may be a chronic nuisance property shall not invalidate or otherwise affect the proceedings under this chapter.

(6) After the notification, but prior to the commencement of legal proceedings by the city pursuant to this chapter, a person in charge stipulates with the chief of police that the person in charge will pursue a course of action the parties agree will abate the nuisance activities giving rise to the violation, the chief of police may agree to postpone legal proceedings for a period of not less than ten nor more than 30 days. If the agreed course of action does not result in the abatement of the nuisance activity or if no agreement concerning abatement is reached within 30 days, the chief of police shall request authorization for the corporation counsel to commence a legal proceeding to abate the nuisance.

(7) Concurrent with the notification procedures set forth herein, the chief of police shall send copies of the notice, as well as, any other documentation which supports legal proceedings to the corporation counsel.

(8) When a person in charge makes a response to the chief of police as required above, any conduct or statements made in connection with the furnishing of that response shall not constitute an admission that any nuisance activities have or are occurring. This subsection does not require the exclusion of any evidence which is otherwise admissible or offered for any other purpose.

(f) Abatement of nuisance under 98.06(b)(1)(ii). The corporation counsel of the City of Springfield, Illinois, may commence an action to abate a public nuisance as described in 98.06(b)(1)(ii). Upon being satisfied by affidavits or other sworn evidence that an alleged public nuisance exists, the court may without notice or bond enter a temporary restraining order or a preliminary injunction to enjoin any defendant from maintaining such nuisance and may enter an order restraining any defendant from removing or interfering with all property used in connection with the public nuisance.

(g) Burden of proof under 98.06(b)(1)(ii).

(1) In an action seeking closure of a chronic nuisance property pursuant to 98.06(b)(1)(ii), the city shall have the initial burden of showing by a preponderance of the evidence that the property is a chronic nuisance property.

(2) It is a defense to an action seeking the closure of chronic nuisance property pursuant to 98.06(b)(1)(ii) that the owner of the property at the time in question could not in the exercise of reasonable care or diligence, determine that the property had become a public nuisance property, or could not, in spite of the exercise of reasonable care and diligence, control the conduct leading to the findings that the property is a chronic nuisance property.

(3) In establishing the amount of any civil penalty requested, the court may consider any of the following factors and shall state those found applicable:

a. The actions or lack of action taken by the person in charge to mitigate or correct the problem at the property;

b. Whether the problem at the property was repeated or continuous;

c. The magnitude or gravity of the problem;

d. The cooperation of the person in charge with the city; or

e. The cost of the city investigating and correcting or attempting to correct the condition.

(h) Remedies under 98.06(b)(1)(ii).

(1) In the event a court determines property to be a chronic nuisance property pursuant to 98.06(b)(1)(ii), the court may order that the property be closed and secured against all use and occupancy for a period of not less than 30 days, but not more than 180, or the court may employ any other remedy deemed by it to be appropriate to abate the nuisance.

(2) In addition to the remedy provided in subsection (1) above, the court may impose upon the owner of the property a civil penalty in the amount of up to $100 per day, payable to the City of Springfield, for each day the owner had actual knowledge that the property was a public nuisance property and permitted the property to remain a chronic nuisance property.

(3) In determining what remedy or remedies shall employ, the court may consider evidence of other conduct which has occurred on the property, including, but not limited to:

a. The disturbance of neighbors.

b. The recurrence of loud and obnoxious noises.

(i) Emergency closing procedures under 98.06(b)(1)(ii).

(1) In the event that it is determined that the property is an immediate threat to the public safety and welfare, the city may apply to the court for such interim relief, as is deemed by the chief of police to be appropriate. In such an event, the notification provision set forth in subsection (c) above need not be complied with, however, the city shall make a diligent effort to notify the person in charge prior to a court hearing.

(2) In the event that the court finds the property constitutes a chronic nuisance property as defined in this section, the court may order the remedy set out above. In addition, in the event that it also finds the person in charge had knowledge of activities or conditions of the property constituting or violating this chapter and permitted the activities to occur, the court may assess a civil fine as provided above.

(3) The court may authorize the City of Springfield to physically secure the property against use or occupancy in the event the owner fails to do so within the time specified by the court. In the event that the city is authorized to secure the property, all reasonable costs incurred by the city to affect a closure shall be made and assessed as a lien against the property. If used herein, "costs" means these costs actually incurred by the city for the physical securing of the property, as well as, tenant relocation costs.

(4) The City of Springfield Office of Public Health affecting the closure shall prepare a statement of cost and the City of Springfield shall thereafter submit said statement to the court for its review. If no objection of the statement is made within the period described by the court, a lien in said amount may be recorded against said property.

(5) Any person who is assessed the cost of closure and/or civil penalty by the court shall be personally liable for the payment thereof by the city.

(6) A tenant is entitled to their reasonable relocation costs, as those are determined by the court if, without actual notice, the tenant moved into the property, after either:

a. The owner or tenant received notice as described herein of the police chief's determination as described above; or

b. Unknown owner or other agent received notice of an action brought pursuant to this section.

ORDINANCE FACT SHEET

DATE OF 1st READING: 8-6-2025

CONTACT PERSON: Greg Moredock

OFFICE REQUESTING: Mayor

PHONE NUMBER: 217-789-2393

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

FISCAL IMPACT: N/A

SUGGESTED TITLE: AN ORDINANCE AMENDING CHAPTER 170 DIVISION 6 OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, PERTAINING TO CITED PROPERTY REGISTRATION

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
☐ 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						
2						
3						
4						

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

STAFF ANALYSIS

This Ordinance creates a new registry for properties cited three or more times in a 12-month period. It separates these types of violations from the chronic nuisance ordinance, while leaving available the chronic nuisance ordinance for properties at which multiple crimes are committed.

FUNDS CHECK BY: **Date:** _____

DIRECTOR / SUPERVISOR: **Date:** _____

CITY PURCHASING AGENT: **Date:** _____

SIGN OFF: _____ GEM _____

(Mayor's Signature) (Director of OBM)

The information supplied on this form is not confidential information.

021

AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION TO PAY AN OUTSTANDING PAYMENT FOR A SERVICE CONTRACT EXECUTED OCTOBER 1, 2022, WITH THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS FOR THE CENTER FOR STATE POLICY AND LEADERSHIP AT THE UNIVERSITY OF ILLINOIS AT SPRINGFIELD FOR SERVICES IN ADVANCING THE TEEN EMPOWERMENT ZONE IN AN AMOUNT NOT TO EXCEED $43,660.00

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

WHEREAS, the City desires help in defining services and advancing the Teen Empowerment Zone ("TEZ"); and

WHEREAS, the Board of Trustees of the University of Illinois for the Center for State Policy and Leadership at the University of Illinois at Springfield ("UIS') has the expertise necessary to complete a needs assessment to assist the City of Springfield with identification and implementation of programming for the Teen Empowerment Zone; and

WHEREAS, the University of Illinois Springfield is requesting a supplemental appropriation in the amount of $43,660.00 for payment of contract executed by former Mayor Langfelder in October 2022; and

WHEREAS, the service contract exceeds procurement level thresholds for professional contracts and requires an ordinance for execution of payment; and

WHEREAS, a copy of the proposed agreement is located in the Office of the City Clerk.

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

Section 1: That the City Council of the City of Springfield, Illinois, hereby approves a supplemental appropriation in the amount of $43,660.00 from account number 001-111-DEVL-1218.

Section 2: That the Office of Budget and Management is hereby directed to effectuate the supplemental appropriation as described in Section 1.

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

PASSED: _____, **2025**

SIGNED: _____, **2025**

RECORDED: _____, **2025**

_____
Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

7-31-25
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

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

MEMORANDUM

TO: **Office of the Mayor**

FROM: **Mike Lesko, Purchasing Agent**

DATE: **July 11, 2025**

SUBJECT: **Request for Exemption from Competitive Bidding**

I have reviewed the Ordinance Fact Sheet authorizing payment to University of Illinois for a TEZ survey in October 2022 for the City of Springfield.

Based on the information provided, I have determined that this vendor possessed a high degree of professional skill and expertise in the required area. Pursuant to Section 38.42 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive Bids.
300

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

ORDINANCE FACT SHEET

REQUEST FORM NO:
DATE OF 1ST READING: April 19, 2022

OFFICE REQUESTING: Office of the Mayor

CONTACT PERSON:
PHONE NUMBER: 217 789-2200

EMERGENCY PASSAGE: No [x] Yes [ ] If yes, explain justification.

TYPE OF ORDINANCE: Agreement

FISCAL IMPACT: $86,906.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS FOR THE CENTER FOR STATE POLICY AND LEADERSHIP AT THE UNIVERSITY OF ILLINOIS AT SPRINGFIELD FOR SERVICES IN ADVANCING THE TEEN EMPOWERMENT ZONE IN AN AMOUNT NOT TO EXCEED $85,906.00

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

CONTRACTOR / VENDOR NAME _____ **VENDOR NO:** _____

CONTRACT TERM: _____ **CONTRACT #** _____ **Change in Scope** Yes [ ] No [ ]

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

Method of Purchase (check one)

[ ] 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	Source	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						$86,906.00
2						
3						
4						

FUNDS CHECK BY:	**Date:**
DIRECTOR / SUPERVISOR SIGNATURE	**Date:**
CITY PURCHASING AGENT:	**Date:**

COMMENTS

The Board of Trustees of the University of Illinois for the Center for State Policy and Leadership at the University of Illinois at Springfield has the expertise necessary to complete a needs assessment to assist the City of Springfield with identification and implementation of programming for the Teen Empowerment Zone. The City of Springfield desires to help in defining services and advancing the Teen Empowerment Zone for an amount not to $85,906.00.

SIGN OFF:

_____ (Mayor's Signature)

_____ (Director of OBM)

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The information supplied on this form is not confidential information.

Office of the Mayor
City of Springfield, Illinois

James O. Langfelder
Mayor

Molly Jo Lamb, DrPH, MPH, MPA
Executive Director
Center for State Policy and Leadership
One University Plaza, MS PAC 451
University of Illinois at Springfield
Springfield, Illinois 62702-5407

August 25, 2022

Re: Proposal for the Teen Empowerment Zone Project

Dear Executive Director:

The City of Springfield, Il accepts your proposal for the Teen Empowerment Zone Project. A copy of the proposal is enclosed. Please submit receipts as work is completed for reimbursement.

James O. Langfelder
Mayor

300 Municipal Center East • Springfield, Illinois 62701 • (217) 789-2200 • Fax (217) 789-2109

AMENDMENT ONE
SPONSORED PROJECT AGREEMENT

This Sponsored Project Agreement Amendment is between the **Board of Trustees of the University of Illinois**, a body corporate and politic organized and existing under the laws of the State of Illinois, doing business on its University of Illinois Springfield campus through Research and Sponsored Programs, One University Plaza, MS PAC 525, Springfield, IL 62703-5407 ("UNIVERSITY") and the **City of Springfield**, organized and existing under the laws of Illinois with its principal offices at 300 Municipal Center East, Springfield, IL 62701 ("SPONSOR"). The parties may be referred to individually as "Party" and collectively as the "Parties".

WHEREAS, the UNIVERSITY and the SPONSOR entered into a Sponsored Project Agreement ("the Agreement") effective as of October 1, 2022 for services related to the Teen Empowerment Zone; and

WHEREAS, the Project is still ongoing; and

WHEREAS, the UNIVERSITY desires to amend the termination date of the contract from February 28, 2023 through June 30, 2023; and

NOW, THEREFORE, the Parties agree to amend the terms of the Agreement as set forth below.

1. TERM OF AGREEMENT

   Section 3.1. TERM: The Agreement is hereby amended to extend the termination date to June 30, 2023.

2. TIMELINE

   Exhibit A. TIMELINE: The Agreement is hereby amended to extend the timeline for completion of work to June 30, 2023.

3. ADDITIONAL TERMS AND CONDITIONS

   Except as otherwise provided herein, all terms and conditions of the Agreement shall remain in full force and effect.

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AUTHORIZED SIGNATORIES: Each Party represents that the individuals signing this Amendment on its behalf are authorized, and intend to bind the organization in contract.

THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ILLINOIS

Paul N. Ellinger

Paul N. Ellinger, Interim Comptroller

Date: 01/20/2023

SPONSOR

James O. Langfelder, Mayor
City of Springfield

Date: 02-02-23

Signature of Comptroller Delegate
Lucia Vazquez, Associate Vice Chancellor for
Research & Innovation

UNDERSTOOD AND AGREED:

Molly J. Lamb 01/19/2023

Project Director, Molly J. Lamb Date

-005-222

UIS

SPONSORED PROJECT AGREEMENT

This Sponsored Project Agreement ("Agreement") is between THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, a body corporate and politic organized and existing under the laws of the State of Illinois, doing business on its University of Illinois at Springfield campus through Research and Sponsored Programs, One University Plaza, MS PAC 525, Springfield, IL 62703-5407 ("UNIVERSITY"), and City of Springfield, organized and existing under the laws of Illinois with its principal offices at 300 Municipal Center East, Springfield, IL 62701 ("SPONSOR"). The parties may be referred to individually as "Party" and collectively as the "Parties".

The Parties contemplate that the project to be performed under this Agreement will be of mutual interest and benefit; and

UNIVERSITY has determined that the project will further the instructional, research, public service or economic development objectives of UNIVERSITY consistent with its status as a public institution of higher education.

NOW, THEREFORE, the Parties agree:

1.0. THE PROJECT

1.1. STATEMENT OF WORK. UNIVERSITY will use reasonable efforts to perform the project titled Teen Empowerment Zone and more fully described in the statement of work attached to this Agreement as Exhibit A ("Project").

1.2. TECHNICAL REPORTS. UNIVERSITY will furnish to SPONSOR written progress reports of the Project in such detail that SPONSOR reasonably requests and if requested, a final report summarizing the Project and results within ninety (90) days following expiration of this Agreement. Further reporting requirements and sponsor review guidelines, if needed, will be more fully described in Exhibit C "Performance Standards."

1.3. PROJECT DIRECTOR. The Project Director who will direct the project for UNIVERSITY is Molly Lamb. If the Project Director becomes unable to perform this Agreement for any reason, UNIVERSITY may appoint a successor Project Director with SPONSOR's written approval. Either Party may terminate this Agreement in accordance with Section 3.4 if the Parties cannot agree on an acceptable successor within a reasonable time.

1.4. EQUIPMENT/SUPPLIES. Title to all equipment and property purchased by UNIVERSITY under this Agreement will be in and remain with UNIVERSITY even after completion or termination of the Agreement.

2.0. FINANCIAL

2.1. PROJECT COSTS. SPONSOR will pay to UNIVERSITY the direct and the facilities and administration ("F&A") costs (collectively "Project Costs") that UNIVERSITY incurs in performing the Project. Neither UNIVERSITY nor SPONSOR is obligated to expend or pay, respectively, any funds in excess of the Project Costs for the Project. The F&A cost rate will remain in effect during the Term as described in Article 3.1.

Agreement # _____

2.2. PAYMENT SCHEDULE. SPONSOR will pay to UNIVERSITY the Project Costs in U.S. dollars as follows:

☐ This is a cost-reimbursement agreement. No more frequently than monthly, UNIVERSITY will submit invoices to SPONSOR evidencing the actual Project Costs described in Exhibit B ("Budget") and incurred by UNIVERSITY in performing the Project. SPONSOR will pay the full amount due within 30 days from its receipt of an invoice.

☒ This is a fixed-price agreement. Within 30 days of the Effective Date, SPONSOR will pay UNIVERSITY $20,000.00 and thereafter as follows: $23,660.00 within 30 day contract termination date for total compensation of $43,660.00.

2.3. REMITTANCE. SPONSOR will pay UNIVERSITY through one of the following payment options:

(a) By check made payable to the "University of Illinois" and mailed to:

University of Illinois at Springfield
Grants and Contracts
28396 Network Place
Chicago, IL 60673-1283
U.S.A.

(b) By Automated Clearinghouse ("ACH") sent to UNIVERSITY's bank account:

[redacted]
Type of Account

(c) Domestic/International Wire. By Wire transfer sent to UNIVERSITY's bank account:

Financial Institution
Address
Nine-Digit Routing Transit Number
Depositor Account Title
Depositor Checking Account Number
Swift Code:
Type of Account:

3.0. TERM AND TERMINATION

3.1. TERM. This Agreement is effective on October 1, 2022 ("Effective Date") and will terminate on February 28, 2023 unless sooner terminated in accordance with this Section 3 ("Term"). The Parties may extend the Term by written amendment.

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3.2. TERMINATION FOR CONVENIENCE. Either Party may terminate this Agreement for convenience by providing 60 days' advance written notice to the other Party.

3.3. TERMINATION FOR BREACH. Upon material breach, the aggrieved Party may terminate this Agreement provided that the breaching Party fails to cure the breach within 30 days after receipt of written notice. This remedy is in addition to any other remedies available at law.

3.4. IMMEDIATE TERMINATION. Either Party may terminate this Agreement effective immediately upon notice to the other if: (a) the Parties cannot agree on an acceptable successor Project Director; (b) SPONSOR has been declared insolvent, ceases (or threatens to cease) to carry on its business; or an administrator or receiver has been appointed over all or part of its assets; (c) SPONSOR's failure to pay promptly; or (d) either Party is debarred or excluded from participating in any government program.

3.5. EFFECT OF TERMINATION. If SPONSOR terminates this Agreement for convenience, SPONSOR will pay for all Project Costs incurred through the date of termination, including all non-cancelable obligations, even though the obligations may extend beyond the termination date. For any other termination, SPONSOR will pay UNIVERSITY for all Project Costs incurred through the termination date. Termination will not affect the Parties' rights and obligations accrued prior to termination.

4.0. CONFIDENTIAL INFORMATION

4.1. CONFIDENTIALITY OBLIGATION. Each Party will advise its employees to use reasonable efforts to hold in confidence all proprietary information received from the other Party in connection with the Project that the disclosing Party intends to remain secret from third parties on the grounds that its disclosure would either cause the disclosing Party competitive harm or waive a privilege granted by law ("Confidential Information"); provided, however, that each Party may share Confidential Information with third parties to the extent necessary to perform the Project under terms consistent with this Agreement. For written disclosures, the Party disclosing Confidential Information will mark the information "Confidential" at the time of disclosure. For oral or visual disclosures, the Party disclosing Confidential Information will designate the information "Confidential" at the time of disclosure and confirm such designation in writing to the other Party no later than 30 days after disclosure. Except as provided in Section 6.2, each Party's obligation of confidentiality shall extend for three years from disclosure and shall not apply to information that: (a) was in recipient's possession on a non-confidential basis prior to receipt from disclosing Party; (b) is in the public domain or is general or public knowledge prior to disclosure, or after disclosure, enters the public domain or becomes general or public knowledge through no fault of recipient; (c) is properly obtained by recipient from a third party not known to be under a confidentiality obligation to disclosing Party; (d) is explicitly approved for release by written authorization of disclosing Party; (e) is or has been developed by recipient independent of recipient's access to disclosing Party's Confidential Information; or (f) is required by law or court order to be disclosed. In no event will either Party be in breach of this Agreement for its good faith compliance with applicable law.

4.2. RESPONSE TO INFORMATION REQUESTS. If UNIVERSITY receives a request under the Illinois Freedom of Information Act or a request by legal process or administrative order to disclose Confidential Information, UNIVERSITY will use reasonable efforts to provide prompt

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notice to SPONSOR and will reasonably cooperate with SPONSOR to protect any SPONSOR Confidential Information.

5.0. PUBLICATION/PUBLIC PRESENTATIONS

5.1. REVIEW PERIOD. UNIVERSITY employees may publish or publicly disclose non-confidential Project results without SPONSOR interference after providing SPONSOR a 30-day period for review and comment. Upon written notice by SPONSOR that the proposed publication contains SPONSOR Confidential Information or enabling disclosures of Inventions (as defined below), UNIVERSITY will either revise the publication to eliminate such disclosures, or will delay publication for a limited period in its discretion to allow for preparation and filing of U.S. patent applications. UNIVERSITY will consider comments provided by SPONSOR and work with SPONSOR in good faith to endeavor to resolve all outstanding publication issues, prior to proceeding with the publication or public disclosure, but in no event will UNIVERSITY's ability to publish or publicly disclose its own research results or non-confidential information be denied by SPONSOR.

The Parties will cooperate so that student theses or dissertations are not adversely affected by any delay.

5.2. COPIES OF PUBLICATIONS. UNIVERSITY will furnish SPONSOR with a copy of any publications resulting from the Project.

5.3. ACKNOWLEDGMENT. Each Party will acknowledge the contributions of the other Party in publications or public presentations as professionally appropriate.

6.0. INTELLECTUAL PROPERTY

6.1. INVENTIONS. "Inventions" means those potentially patentable discoveries, including pending patent applications and issued patents, first conceived and actually reduced to practice in performance of the Project. UNIVERSITY shall own all Inventions first conceived and actually reduced to practice solely by UNIVERSITY employees ("UNIVERSITY Inventions"). SPONSOR shall own all Inventions otherwise first conceived and actually reduced to practice solely by SPONSOR employees ("SPONSOR Inventions"). The Parties shall jointly own all Inventions first conceived and actually reduced to practice by both UNIVERSITY and SPONSOR employees ("Joint Inventions").

6.2. CONFIDENTIALITY OF INVENTION DISCLOSURES. UNIVERSITY will promptly notify SPONSOR of any Invention disclosure received by its Office of Technology Management ("OTM"). SPONSOR shall treat all UNIVERSITY Invention disclosures as Confidential Information. Notwithstanding Section 4.1, SPONSOR's obligation of confidentiality for Invention disclosures shall continue until the Confidential Information becomes publicly available through no fault of SPONSOR. Each Party will promptly notify the other of any Joint Inventions.

6.3. PATENTS

6.3.1. PATENT FILING. At SPONSOR's request and expense, UNIVERSITY will file patent applications in the United States and in foreign countries for UNIVERSITY or Joint Inventions. For Joint Inventions, SPONSOR may, with UNIVERSITY approval, control the patent application filing, prosecution and maintenance. SPONSOR will make any filing request to UNIVERSITY in writing and within 60 days of UNIVERSITY's notice of Invention disclosure. UNIVERSITY will keep SPONSOR promptly informed regarding the status of any patent application filed at

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SPONSOR's expense and will give SPONSOR reasonable opportunity to comment. If SPONSOR elects not to have UNIVERSITY file patent applications, then UNIVERSITY may, at its discretion and at its expense, file patent applications in the United States and in foreign countries for any UNIVERSITY or Joint Invention.

6.3.2. FOREIGN FILING ELECTION. SPONSOR will notify UNIVERSITY of any foreign countries in which SPONSOR desires a license at least 60 days prior to the respective foreign filing due date.

6.3.3. COSTS. If SPONSOR requests UNIVERSITY to file a patent application or if SPONSOR elects to license UNIVERSITY Inventions, SPONSOR will pay UNIVERSITY, within 30 days of invoice date, all documented costs to secure and maintain the patents.

6.4 LICENSING. In consideration of SPONSOR's support of the Project, UNIVERSITY grants to SPONSOR the following:

6.4.1 NON-COMMERCIAL USE LICENSE. A non-exclusive, non-transferable, royalty-free license to practice each UNIVERSITY Invention for non-commercial purposes.

6.4.2 COMMERCIAL USE LICENSE.

A. UNIVERSITY INVENTIONS: The option to negotiate a royalty-bearing commercial license in a designated field of use and territory, for either non-exclusive or exclusive rights in each UNIVERSITY Invention, which SPONSOR may elect by written notice to UNIVERSITY no later than six months after UNIVERSITY's notice of Invention disclosure. The negotiation period for the license shall be three months from the date of notice of election. If the parties have not entered into a license before the end of the negotiation period, then UNIVERSITY may license the Invention to third parties without further obligation to SPONSOR.

B. JOINT INVENTIONS: The option to negotiate an exclusive, royalty-bearing commercial license in a designated field of use and territory which SPONSOR may elect by written notice to UNIVERSITY no later than six months after UNIVERSITY's notice of Invention disclosure. The negotiation period for the license shall be three months from the date of notice of election. If the parties have not entered into a license before the end of the negotiation period, then UNIVERSITY may non-exclusively license its interest in the Joint Invention to third parties without further obligation to SPONSOR.

6.5. BACKGROUND INTELLECTUAL PROPERTY. Nothing in this Agreement grants to either Party any rights or interest in the other Party's Background Intellectual Property. "Background Intellectual Property" means (a) all works of authorship created outside the scope of this Agreement and (b) potentially patentable discoveries, including pending patent applications and issued patents, conceived or first reduced to practice outside the scope of this Agreement. Any Background Intellectual Property that is reasonably anticipated by the Project Director to be required to perform the Project or to practice the results thereof will be specified in an exhibit to this Agreement.

6.6. CREATE ACT. The Parties agree by marking this box ☐ that this Agreement constitutes a "joint research agreement" as that term is defined by the Cooperative Research and Technology Enhancement Act of 2004, pre-America Invents Act ("AIA") 35 U.S.C. § 103(c) and/or AIA USC 102(c) and 100(h). In the event of any Inventions, the Parties will reasonably

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cooperate in invoking the CREATE Act and its companion regulations to overcome an obviousness or novelty rejection of a patent application.

6.7 COPYRIGHTS AND SOFTWARE

6.7.1. OWNERSHIP. Title to all original works of authorship created in performance of the Research and in which copyright may be claimed ("Copyrightable Works") shall vest initially in the author, subject to the policies of the Party that employs the author. Any joint work, as that term is defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, as amended, shall be jointly owned, but co-owners shall have no duty of accounting for any profits.

6.7.2. INTERNAL USE LICENSE. UNIVERSITY grants to SPONSOR a non-exclusive, royalty-free license to use, reproduce, prepare derivative works, display, distribute and perform all UNIVERSITY-owned Copyrightable Works (including any computer software and its documentation and/or databases first developed and delivered) for SPONSOR's non-commercial purposes, provided that SPONSOR shall not have the right to market or sublicense the Copyrightable Works or distribute copies or derivative works to third parties unless such rights are provided for in a separate distribution or licensing agreement.

7.0. DELIVERABLES. "Deliverables" are those tangible (corporeal) items, as distinguished from intangible (intellectual) property, produced in performance of the Project and identified as a Deliverable in Exhibit A. UNIVERSITY shall hold title to all original data, information and results generated by UNIVERSITY in performance of the Project along with all corresponding intellectual property rights; provided however, that title to tangible items will vest in SPONSOR upon delivery by UNIVERSITY. SPONSOR shall retain ownership of all tangible items supplied by SPONSOR to UNIVERSITY to perform the Project. UNIVERSITY retains the right to use the Deliverables for research and academic purposes. To be clear, all methodologies, technologies and know-how described in the Deliverables or used by UNIVERSITY to create the Deliverables shall be considered intellectual property and subject to ownership and licensing rights under Article 6.

8.0. DISCLAIMER OF WARRANTIES. UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS PERFORMANCE UNDER THIS AGREEMENT. UNIVERSITY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, USE OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS WITH REGARD TO DATA, INVENTIONS, COPYRIGHTABLE WORKS, DELIVERABLES, OR OTHER RESEARCH RESULTS PROVIDED BY UNIVERSITY.

9.0. LIMITATION OF/RELEASE FROM LIABILITY

9.1. LIMITATION OF LIABILITY. UNIVERSITY SHALL NOT BE LIABLE TO SPONSOR FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR OTHER DAMAGES (INCLUDING LOST REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC LOSS OR DAMAGE) HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY (WHETHER FOR BREACH OR IN TORT, INCLUDING NEGLIGENCE) ARISING FROM, RELATED TO, OR CONNECTED WITH SPONSOR'S USE OF DATA, INVENTIONS, COPYRIGHTABLE WORKS, DELIVERABLES, OR ANY OTHER RESEARCH RESULTS PROVIDED BY UNIVERSITY, EVEN IF UNIVERSITY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

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9.2. RELEASE FROM LIABILITY. SPONSOR releases UNIVERSITY and its Trustees, officers, employees, and agents from all liability, and shall be responsible, for any and all costs, damages, and expenses, including attorney fees, arising from any claims, damages, and liabilities asserted by third parties in connection with or arising from SPONSOR's use of data, Inventions, Copyrightable Works, Deliverables, or any other Research results provided by UNIVERSITY.

10.0. GENERAL PROVISIONS

10.1. FISCAL MANAGEMENT. UNIVERSITY will maintain complete and accurate accounting records in accordance with accepted accounting practices for institutions of higher education. UNIVERSITY will make the accounting records available for inspection and audit by SPONSOR or its authorized agent, at reasonable times upon reasonable notice at SPONSOR's expense for three years following the end of UNIVERSITY's fiscal year (July 1 - June 30) in which Project Costs are incurred.

10.2. USE OF NAMES. Neither Party will use the name of the other in any form of advertising or publicity without the express written permission of the other Party. SPONSOR shall seek permission from UNIVERSITY by submitting the proposed use, well in advance of any deadline, to the Associate Chancellor for Public Affairs, University of Illinois via email at publicaffairs@illinois.edu.

10.3. RELATIONSHIP OF THE PARTIES. Neither Party is agent, employee, legal representative, partner or joint venturer of the other. Neither Party has the power or right to bind or commit the other.

10.4. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, U.S.A., without reference to its conflict of law provisions.

10.5. THIRD PARTY BENEFICIARIES. This Agreement does not create any rights, or rights of enforcement, in third parties.

10.6. SEVERABILITY. If a court of competent jurisdiction finds any provision of this Agreement legally invalid or unenforceable, such finding will not affect the validity or enforceability of any other provision of this Agreement and the Parties will continue to perform. If the Agreement cannot be performed in the absence of the provision, this Agreement will terminate upon 30 days' written notice by one Party to the other Party.

10.7. MERGER. This Agreement and all attachments embody the entire understanding of the Parties and will supersede all previous or contemporaneous communications, either verbal or written, between the Parties relating to this Agreement. Purchase orders, or similar payment instruments, issued after this Agreement is signed do not amend or supplement the terms of this Agreement but are issued as a payment mechanism only.

10.8. AMENDMENTS. No modification to this Agreement will be effective unless confirmed in a written amendment signed by each Party's authorized representative.

10.9. COUNTERPARTS. The Parties may sign this Agreement in one or more counterparts, each of which constitutes an original and all of which together constitute the Agreement. Facsimile or scanned PDF signatures shall constitute original signatures for all purposes.

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10.10. ASSIGNMENTS. This Agreement shall bind, and inure to the benefit of, the Parties and any successors to substantially the entire assets of the respective Party. Neither Party may assign this Agreement without first obtaining the prior written consent of the other Party, and any attempted assignment is void.

10.11. FORCE MAJEURE. Each Party will be excused from performance of the Agreement only to the extent that performance is prevented by conditions beyond the reasonable control of the affected Party. The Party claiming excuse for delayed performance will promptly notify the other Party and will resume its performance as soon as performance is possible.

10.12. EXPORT CONTROL. Each Party acknowledges that performance of all obligations under this Agreement is contingent on compliance with applicable United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States government and/or written assurances by SPONSOR that SPONSOR will not re-export data or commodities to certain foreign countries or nationals thereof without prior approval of the cognizant government agency.

Prior to providing UNIVERSITY with any items subject to export control laws, SPONSOR will notify UNIVERSITY and identify the items at issue and the applicable export control laws. If the items are subject to the Export Administration Regulations ("EAR"), SPONSOR will either furnish to UNIVERSITY the applicable Export Control Classification Numbers or indicate that EAR 99 applies. If the items are subject to the International Traffic in Arms Regulations ("ITAR"), SPONSOR will notify UNIVERSITY of the relevant United States Munitions List ("USML") categories and subcategories. UNIVERSITY may decline to accept any export-controlled items. SPONSOR will direct all notices given under this section to UNIVERSITY's Export Compliance Officer, Office of Research and Sponsored Programs; One University Plaza MS PAC 525; Springfield, IL 62703-5407; email: ora@uis.edu.

10.13. RESOLUTION OF DISPUTES. The Parties will enter into good faith negotiations to resolve any disputes arising from this Agreement. Resolution will be confirmed by written amendment to this Agreement. If the Parties cannot resolve any dispute amicably through negotiation, either Party may terminate this Agreement in accordance with Article 3.0.

10.14. SURVIVAL. All terms of this Agreement that are intended to survive termination or expiration in order to be effective shall survive such termination or expiration.

10.15. WAIVER. No waiver of any right, remedy, power or privilege by any Party under this Agreement shall be effective unless made in writing. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or of any other provision of this Agreement.

10.16. SPECIFIC CONDITIONS. Any Sponsor-specific conditions in addition to the terms and conditions listed in this agreement must be fully described in the Attachment, Exhibit D "Specific Conditions."

10.17. NOTICES. Any notice given under this Agreement will be in writing and will be effective upon receipt evidenced by: (a) personal delivery; (b) confirmed facsimile transmission; (c) confirmed receipt of email; (d) return receipt of postage prepaid registered or certified mail; or (e) delivery confirmation by commercial overnight carrier. All communications will be sent to the addresses set forth below or to such other address designated by a Party by written notice to the other Party in accordance with this section:

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UNIVERSITY: *For matters related to the Sponsored Project Agreement:*

University of Illinois at Springfield
Director of Research Administration
One University Plaza MS PAC 525
Springfield, IL 62703-5407
Telephone: (217) 206-7409
Fax: (217) 206-7623
Email: ora@uis.edu

UNIVERSITY: *For matters related to intellectual property and licensing:*

University of Illinois
Director, Office of Technology Management
319 Ceramics Building
105 South Goodwin Avenue
Urbana, IL 61801
Telephone: (217) 333-7862
Fax: (217) 265-5530
Email: otm@illinois.edu

SPONSOR: City of Springfield
300 Municipal Center East, Spfld, IL 62701
Telephone: 217-789-2200
Fax: 217-789-2109
Email: communicationsdirector@springfield.il.us

10.17. AUTHORIZED SIGNATORIES. Each Party represents that the individuals signing this Agreement on its behalf are authorized, and intend, to bind the organization in contract.

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

Paul N. Ellinger

Paul N. Ellinger, Interim Comptroller

Date 10/11/2022

Signature of Comptroller Delegate

Lucia Vazquez Associate Vice Chancellor for Research & Innovation

Printed Name and Title of Comptroller Delegate

SPONSOR

Signature

JAMES O. LANGFELDER

Name and Title of Authorized Signatory

Date 10-25-22

UNDERSTOOD AND AGREED:

Project Director

0005-322

EXHIBIT A

Center for State Policy & Leadership
ILLINOIS SPRINGFIELD

Center for State Policy and Leadership
One University Plaza, MS PAC 451
University of Illinois at Springfield
Springfield, Illinois 62703-5407

October 20, 2021 *Revised July 15, 2022*

Mayor Jim O. Langfelder
City of Springfield, Illinois
800 East Monroe Street
Springfield, IL 62701

Dear Mayor:

Thank you for the productive discussions about the Teen Empowerment Zone project during our meetings recently. As one action step, this proposal is in response to providing you with a high-level outline of what services UIS can provide to assist you in advancing the Teen Empowerment Zone.

UIS can provide the following services/products in support of the project:

(1) A thorough economic development action plan identifying specific steps required for implementing new programs of economic development targeted to teens,
(2) A white paper discussing effective operation of the Teen Empowerment Zone with clear options for governance,
(3) A needs assessment that inventories currently available programs and needs among community teenagers (aged 13 – 21) to identify and understand gaps in programming,
(4) An analysis of evidence-based programming for adoption in the Teen Empowerment Zone, and
(5) A plan for evaluating the future performance of the Teen Empowerment Zone.

Molly Jo Lamb, DrPH, MPH, MPA
Executive Director
217-206-8622
mehle01s@uis.edu

Project Scope

PLANNING, NEEDS ASSESSMENT, GOVERNANCE, PROGRAMMING AND EVALUATION

Needs Assessment and Inventory: UIS will complete a needs assessment to assist the City of Springfield with identification and implementation of programming for the Teen Empowerment Zone (TEZ) and an inventory of current programming opportunities. The needs assessment will research the full range of workforce development, youth opportunity, school-to-work, and recreational programs available to teens who live near the TEZ project area to identify capacity (funding, resources, and personnel), needs, and gaps.

Community and Teen Project Area Plan: UIS will summarize information from the needs assessment and other sources (e.g., 2021 Sangamon County Citizens Survey, Community Health Improvement Plan (CHIP), Sangamon Success (specifically recommendations 21-25), City of Springfield broadband access survey, etc.) to increase understanding of need and opportunity, and recommend concrete action steps for moving from plan to project. UIS would also facilitate a visioning process that involves identified youth-serving community organizations. This plan will also include workforce development and education that UIS can supply to the TEZ.

Governance: UIS will conduct a literature review and environmental scan on governance options for managing and operating the TEZ. A white paper will present the findings and identify tangible options with steps for moving forward.

Programming: UIS will actively work with Better Life Better Living 4 Kids (BLBL4K), One in a Million, and other youth-serving organizations who serve the East side and neighboring anchors like Boys and Girls Club and the Salvation Army to identify teen programming options and opportunities. These will also be considered along with the review of evidence-based programming and input from these key community groups.

Evaluation Plan: In conjunction with the City of Springfield, UIS will design a plan for evaluating the future performance of the TEZ and develop the processes for measuring its progress and its economic, social, health and educational impact indicating progress in our youth to learn, work and succeed. UIS will create a data platform to track and share progress.

Project Timeline and Budget

The project timeline will be August 16 through December 31, 2022. The budget is based on the project components, estimated hours for completion and personnel tasked for the project component.

City of Springfield Team Empowerment Zone Center for State Policy and Leadership Project Dates - August 16, 2022 - December 31, 2022				
				FY23
PERSONNEL	**Annual**	**Daily**	**Days/Hrs**	**Budget**
Bunch, Beverely	$129515/9 month	$664.00	8 Days	$5,312.00
Bymes, Patricia	$83611/9 month	$429.00	8 Days	$3,432.00
Gilliam, Jay	$80072/9 month	$411.00	16 Days	$6,576.00
Lamb, Molly	$142520/12 month	$548.00	5 Days	$2,740.00
Student Hourly	$20.00/hrly		320 hrs	$6,400.00
Total Personnel Expenses				$24,460.00
FRINGE BENEFITS	**Est. Rate**	**Est. Rate**		
Bunch, Beverely	35.65%	Subject to Change		$1,894.00
Bymes, Patricia	40.37%	Subject to Change		$1,385.00
Gilliam, Jay	40.37%	Subject to Change		$2,655.00
Lamb, Molly	40.37%	Subject to Change		$1,106.00
Student Hourly	0.01%	Subject to Change		$1.00
Total Fringe Benefit Expenses				$7,041.00
	Federal	Federal		
DIRECT COSTS	On-Campus Rate	Off-Campus Rate		$31,501.00
MTDC				$31,501.00
INDIRECT COSTS - MTDC	38.6%	16.60%		$12,159.00
PROJECT TOTAL BUDGET				$43,660.00

Note: see Excel attachment.

Other

To assist UIS with the project plan, UIS suggests that the City of Springfield:

1. Assigns a representative of the City of Springfield to serve as a resource for UIS during the planning process and project tasks.
2. Contracts with a consultant to design the computer labs and makerspace/tech lab, along with other key areas of the building aligned with the recommended programming, pending completion of the identified programming options UIS will collaborate with this consultant as warranted in relation to the programming needs.

ACCEPTED:

James O. Hargfelder JN

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City of Springfield Team Empowerment Zone
Center for State Policy and Leadership
Project Dates - August 16, 2022 - December 31, 2022

				FY23
PERSONNEL	**Annual**	**Daily**	**Days/Hrs**	**Budget**
Bunch, Beverely	$129515/9 month	$664.00	8 Days	$ 5,312.00
Byrnes, Patricia	$83611/9 month	$429.00	8 Days	$ 3,432.00
Gilliam, Jay	$80072/9 month	$411.00	16 Days	$ 6,576.00
Lamb, Molly	$142520/12 month	$548.00	5 Days	$ 2,740.00
Student Hourly	$20.00/hrly		320 hrs	$ 6,400.00
Total Personnel Expenses				$ 24,460.00
FRINGE BENEFITS	**Est. Rate**	**Est. Rate**		
Bunch, Beverely	35.65%	Subject to Change		$ 1,894.00
Byrnes, Patricia	40.37%	Subject to Change		$ 1,385.00
Gilliam, Jay	40.37%	Subject to Change		$ 2,655.00
Lamb, Molly	40.37%	Subject to Change		$ 1,106.00
Student Hourly	0.01%	Subject to Change		$ 1.00
Total Fringe Benefit Expenses				$ 7,041.00
	Federal	Federal		
DIRECT COSTS	On-Campus Rate	Off-Campus Rate		$ 31,501.00
MTDC				$ 31,501.00
INDIRECT COSTS - MTDC	38.6%	16.60%		$ 12,159.00
PROJECT TOTAL BUDGET				$ 43,660.00

ORDINANCE FACT SHEET

REQUEST FORM NO:
DATE OF 1ST READING: July 22, 2025

OFFICE REQUESTING: Office of the Mayor
CONTACT PERSON:
PHONE NUMBER: 217 789-2200

EMERGENCY PASSAGE: No [x] Yes [ ] If yes, explain justification.

TYPE OF ORDINANCE: Supplemental Appropriation **FISCAL IMPACT:** $43,660.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING SUPPLEMENTAL APPROPRIATION TO PAY AN OUTSTANDING PAYMENT FOR A SERVICE CONTRACT EXECUTED OCTOBER 1, 2022 WITH THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS FOR THE CENTER FOR STATE POLICY AND LEADERSHIP AT THE UNIVERSITY OF ILLINOIS AT SPRINGFIELD FOR SERVICES IN RELATION TO A NEEDS ASSESSMENT FOR THE TEEN EMPOWERMENT ZONE (TEZ) IN AN AMOUNT NOT TO EXCEED $43,660

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)
EXECUTED SERVICE CONTRACT, EXTENSION ADDENDUM, ORIGINAL DRAFT ORDINANCE, DRAFT FACT SHEET, FINAL REPORT

CONTRACTOR / VENDOR NAME University of Illinois Springfield **VENDOR NO:** VC*2788
CONTRACT TERM: Oct 22 - Jun23 **CONTRACT #** **Change in Scope** Yes [x] No [ ]

CONTRACT AMOUNT:	Change Order #	Additional Amount
$43,660 (Original amount if change order)		

Method of Purchase (check one)

[ ] Low Bid
[x] Other: former Mayor executed
[ ] Low Bid Meeting Specs
[ ] Exception:
[ ] Low Evaluated Bid
Code Provision:

Previous Ord #'s
Is Purchasing Agent approval required? No [ ] Yes [x]
Is Purchasing Agent approval attached? No [x] Yes [ ]

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

REVENUE

	Fund	Agency	Org	Activity	Source	Amount
1	from unapproriated corporate (001) fund balance					
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	111	DEVL	DEVL	12-18	$43,660.00
2						
3						
4						

FUNDS CHECK BY: Justin Winchester	Date: 7/10/25
DIRECTOR / SUPERVISOR SIGNATURE	Date: 7/11/25
CITY PURCHASING AGENT: Michael Yoder	Date: 7-11-25

COMMENTS

The Board of Trustees of the University of Illinois for the Center for State Policy and Leadership at the University of Illinois at Springfield executed a contract with former Mayor Langfelder in October 2022. The service contract exceeds procurement level thresholds and required an ordinace for execution and payment. During FY26, UIS contacted OBM to advise of an open receivable for the TEZ serv. No previous invoicing or billing had been received.

SIGN OFF:

(Mayor's Signature) GEM (Director of OBM)

C:\Users\RMetzger\AppData\Local\Microsoft\Olk\Attachments\ooa-5185b152-3d3c-4a32-99fc-b36b3d3a7787\3f404b89795c3367e585374143ef1350532bb4756d0a3243588ee7696f9cf425\UIS Teen Empowerment ZoneUIS Teen Empowerment Zone

AN ORDINANCE APPROVING THE APPOINTMENT OF SARAH B. KINK AS DIRECTOR OF THE OFFICE OF HUMAN RESOURCES

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, a vacancy exists for the position of Director of the Office of Human Resources; and

WHEREAS, Mayor Misty Buscher has appointed Sarah B. Kink, to be the Director of the Office of Human Resources for the City of Springfield; and

WHEREAS, pursuant to Chapter 32, Sec. 32.10 of the 1988 Springfield City Code of Ordinances, as amended, the appointment of the Director of the Office of Human Resources is subject to the advice and consent of the City Council.

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

Section 1: The City Council of the City of Springfield hereby approves the appointment of Sarah B. Kink, of Springfield, IL as Director of the Office of Human Resources for the City of Springfield.

Section 2: 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:

8-1-25
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

S:\WPDOCS\ORDINANC\APPOINT\Human Resources\Sarah Kink - Human Resource Director.docx F.R. 08.06.25 ~ NF

2025-323

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
DATE OF 1ST READING: 8/6/2025

OFFICE REQUESTING: Mayor's Office
CONTACT PERSON: Greg Moredock
PHONE NUMBER: 217-789-2393

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

TYPE OF ORDINANCE: Appointment
FISCAL IMPACT: $ _____

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

SUGGESTED TITLE:

AN ORDINANCE APPROVING THE APPOINTMENT OF SARAH B KINK AS DIRECTOR OF THE OFFICE OF HUMAN RESOURCES FOR THE CITY OF 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
☐ 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						
2						
3						
4						

FUNDS CHECK BY: **Date:**

DIRECTOR / SUPERVISOR SIGNATURE **Date:**

CITY PURCHASING AGENT: **Date:**

COMMENTS

Pursuant to the Springfield City Code of Ordinances, Chapter 32, Section 32.10, this Ordinance is to appoint Sarah B Kink as Director of the Office of Human Resources.

SIGN OFF:

_____ (Mayor's Signature) GEM

_____ (Director of OBM)

2025-229

AN ORDINANCE AUTHORIZING EXECUTION OF A REDEVELOPMENT AGREEMENT AND THE ALLOCATION OF UP TO $182,979.00 IN REDEVELOPMENT ASSISTANCE FROM THE CENTRAL AREA TIF FOR THE REHABILITATION LOCATED AT 302 E. ADAMS STREET, SPRINGFIELD, ILLINOIS FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT

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

WHEREAS, the City has adopted a program for the Redevelopment Project Area (as hereinafter defined) known as the Central Area Tax Increment Redevelopment Plan, in the City of Springfield, pursuant to "The Tax Increment Allocation Redevelopment Act, as amended" 65 ILCS 5/11-74.4-1, et seq. (hereinafter referred to as the "Act,"); and

WHEREAS, pursuant to the provisions of the Act, the City, has adopted a Tax Increment Redevelopment Plan (hereinafter referred to as the "Plan") pertaining to the redevelopment of the downtown area, a copy of which Plan is on file with the City Clerk; and

WHEREAS, Michael Alwood ("Redeveloper") has acquired certain real property located at 302 E. Adams Street and desires to construct a foundation and rehabilitate the building thereon; and

WHEREAS, in order to enable the City to achieve the objectives of the Plan in accordance with the uses set forth therein, the City intends to assist the Redeveloper with rehabilitation of the aforesaid property; and

WHEREAS, the City believes that the project is in the best interest of the City and the health, safety, morals and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state, and local laws; and

WHEREAS, the Redeveloper has represented that he possesses the experience and qualifications to undertake this project and the City, therefore, deems it appropriate to enter into this Agreement with Redeveloper; and

WHEREAS, it is contemplated that pursuant to this Agreement, the City shall provide the Redeveloper financial assistance in a total amount not to exceed One Hundred and Eight-Two Thousand, Nine Hundred and Seventy-Nine Dollars ($182,979.00) to assist Redeveloper with construction of a foundation and rehabilitation of the property located at 302 E. Adams Street on the aforementioned property utilizing tax increment financing in accordance with the Act; and

WHEREAS, the Redeveloper is willing to redevelop the property upon the terms of a Redevelopment Agreement; and

WHEREAS, a copy of the Redevelopment 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 execution of a Redevelopment Agreement with Michael Alwood for assistance with construction of a foundation and rehabilitation of the property located at 302 E. Adams Street utilizing the City's central area tax increment financing funds in an amount not to exceed $182,979.00. The Mayor and City Clerk are hereby authorized to execute the Redevelopment Agreement and any other necessary documents on behalf of the City.

Section 2: That the Office of Budget and Management is authorized to make payment to Michael Alwood in an amount not to exceed $182,979.00 from account number 084-111-DEVL-SPAL-2110 upon satisfactory completion of the Redevelopment Agreement.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

_____
Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

7-31-25
Office of Corporation Counsel / Date

REDEVELOPER AGREEMENT

BETWEEN

THE CITY OF SPRINGFIELD, ILLINOIS AND ATOLLETC, LLC

THIS AGREEMENT, entered into on or as of the _____day of_____, 2024 by and between **CITY OF SPRINGFIELD, ILLINOIS,** a municipal corporation, by and through the Office of Planning and Economic Development (which together with any successor municipal corporation or public body hereinafter designated by or pursuant to law, is hereinafter called "City" or "Office of Planning and Economic Development"), exercising its governmental powers pursuant to the 1970 Constitution of the State of Illinois, and having its office at 800 East Monroe Street, Springfield, Illinois 62701, and **ATOLLETC, LLC** an Illinois limited liability company located at 15 S. Old State Capital Plz, 2nd Floor, Springfield, Illinois 62701, hereinafter called "Redeveloper".

WITNESSETH

WHEREAS, the City has adopted a program for the Redevelopment Project Area (as hereinafter defined) known as the Central Area Tax Increment Redevelopment Plan, in the City of Springfield, pursuant to "The Tax Increment Allocation Redevelopment Act, as amended" 65 ILCS 5/11-74.4-1, et seq. (hereinafter referred to as the "Act,"); and

WHEREAS, pursuant to the provisions of the Act, the City, has adopted a Tax Increment Redevelopment Plan and Project (hereinafter referred to as the "Plan") pertaining to the redevelopment of the Central Area Tax Increment Redevelopment Plan, a copy of which Plan is on file with the City Clerk of the City of Springfield; and

WHEREAS, the Redeveloper is a Limited Liability Company whose intent is to redevelop 302 East Adams Street for office space and 2 residential apartment units; and

WHEREAS, the Redeveloper has assembled financial commitments from private investments and local government, to pay for the purchase and redevelopment to accomplish the redevelopment of 302 East Adams Street; and

WHEREAS, in order to enable the City to achieve the objectives of the Plan in accordance with the uses set forth therein, the City intends to assist the Redeveloper in the rehabilitation of the aforesaid property; and

WHEREAS, the City believes that the project is in the best interest of the City and the health, safety, morals and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state, and local laws; and

WHEREAS, the Redeveloper has represented that it possesses the experience and qualifications to undertake this project and the City, therefore, deems it appropriate to enter into this Agreement with Redeveloper; and

WHEREAS, it is contemplated that pursuant to this Agreement, the City shall provide the

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Redeveloper financial assistance in a total amount not to exceed One Hundred Eighty-Two Thousand Nine Hundred Seventy-Nine dollars ($182,979.00) of incurred cost to assist Redeveloper with the roof replacement of 302 East Adams Street to accomplish these purposes on the aforementioned property utilizing tax increment financing in accordance with the Act; and

WHEREAS, the Redeveloper is willing to develop the Site upon the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual obligations of the parties hereto, each of them does hereby covenant and agree as follows:

SECTION 1: DEFINITIONS

A. Definition of Terms

Certain terms used in this Agreement shall have the following meanings unless their content or use clearly indicates otherwise. Other terms may also be defined elsewhere in this Agreement.

"Act" means the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74 .4-1, et seq., and as it amended and supplemented from time to time.

"Agreement" means this Redeveloper Agreement and all addenda and exhibits hereto.

"Authorized Representative" means such person as from time to time designated to act on behalf of the Redeveloper in a written certificate furnished to the Office of Planning and Economic Development, containing the specimen signature of such person and signed on behalf of the Redeveloper by a corporate officer or partner or other representative, as appropriate. Such certificate may designate an alternate or alternates.

"City" means the City of Springfield, Illinois.

"Plan" or "Development Plan" shall have the meaning set forth in the preamble to this Agreement.

"Project" means: installation of fire protection system and window restoration at 302 East Adams Street, Springfield, Illinois in accordance with the terms and conditions of this Agreement and the law.

"Project costs" means only those costs as specified in the particular provision.

"Redeveloper "means ATOLLETC, LLC, and its successors.

"Redevelopment Assistance", sometimes "Assistance", means any payments to be made to Redeveloper from available tax increment funds for the Project.

"Site" means the real property located at 302 East Adams Street, Springfield, Illinois, at which the Project is to be located.

B. Construction of Words

The words "hereof," "herein," "hereunder," and other words of similar import refer to this Agreement as a whole.

Unless otherwise specified, references to articles, sections and other subdivisions of this Agreement are to the designated articles, sections and other subdivisions of this Agreement as originally executed.

The headings of this Agreement are for the convenience of reference only and shall not define or limit the provisions hereof.

SECTION 2: PURPOSE OF AGREEMENT AND ASSISTANCE

A. Purpose of Agreement

The purpose of this Agreement is to provide funds to the Redeveloper in order to complete the Project at the Site consistent with the terms and conditions of this Agreement. Only work that is reimbursed with the Redevelopment Assistance shall be governed by this Agreement.

B. Redevelopment Assistance to the Redeveloper

1. The City agrees, upon the terms and conditions in this Agreement, to provide Redevelopment Assistance in an amount not to exceed One Hundred Eighty-Two Thousand Nine Hundred Seventy-Nine dollars ($182,979.00) or 28.39% of incurred costs, whichever is less, to assist the Redeveloper with the Project. Redevelopment Assistance shall only be used by the Redeveloper for eligible expenses as proscribed in the Central Area Tax Increment Redevelopment Plan and the Tax Increment Allocation Redevelopment Act, as amended 65 ILCS 5/11-74.4-1, et seq.

2. The Redevelopment Assistance to be provided to the Redeveloper shall be as follows:

Reimbursement costs for installation of fire protection system and window restoration at 302 East Adams Street, in Springfield, Illinois.

3. All Assistance to the Redeveloper Parties shall only be provided upon City approval of cost receipts, other supporting information and lien waivers submitted to City by the Redeveloper. Redeveloper shall submit requests for reimbursement, (i) upon 33% completion of the Project, (ii) upon 66% completion of the Project, and (iii) after the completion of the Project and with a certificate of occupancy, in requisitions containing verified bills or statements of suppliers, contractors, or professionals together with appropriate lien waivers for the work for which reimbursement is being requested. Periodic requests for reimbursement shall contain verified bills or statements of suppliers, contractors, or professionals together with appropriate lien waivers for the work for which reimbursement is being requested. Within 30 days of receipt of a requisition, City shall either (i) approve the bills for reimbursement, or (ii) notify Redeveloper in writing of any bills disapproved for reimbursement with an explanation provided to Redeveloper so that Redeveloper may cure any defects and resubmit disapproved bills for reimbursement. In the event the City determines Tax Increment Available Funds are insufficient to reimburse all approved projects from the Central Area TIF Special Allocation Fund due to funds not yet received from

expected tax increments, all reimbursements will resume at such time, in a chronological sequence payable to specific project submission requests that meet the required conditions of each specific applicable redevelopment agreement (such as lien waivers, certified payroll, etc.), as the Central Area TIF Special Allocation Fund accumulates fund sufficient to enable reimbursement as determined by the City. Redeveloper shall fulfill all contingencies and request reimbursement within 6 months of the date this Agreement is signed by the City. An extension may be granted upon mutual agreement of the Parties. If funds are not accessed within the 6 month period, or mutually agreed upon extension, the City has the right to terminate or suspend the Assistance and the ordinance. This Agreement does not authorize an expenditure of City funds in excess of the amount authorized by the City Council unless the City Council specifically approves an additional expenditure. Redeveloper agrees and acknowledges that absent such prior approval, it proceeds at its own risk with no guarantee of payment if the amount billed to the City exceeds the amount authorized by the City Council.

C. Undertaking of Redeveloper

The Redeveloper agrees to rehabilitate 302 East Adams Street in accordance with the law and this Agreement. The Redeveloper further agrees to invest gross funds in sufficient amounts to complete the Project.

SECTION 3: CONDITIONS PRECEDENT TO RECEIVING TIF ASSISTANCE

Prior to receiving Redevelopment Assistance, the Redeveloper shall furnish to the Office of Planning and Economic Development, the following, all to be satisfactory to the Office of Planning and Economic Development in both form and substance:

A. All applicable organization documents and filings for the Redeveloper and all resolutions necessary to effect the obligations of the Redeveloper pursuant to this Agreement;

B. Plans, including an updated Site Development Cost Analysis, including bids and estimates for work to be performed, showing all projected costs incidental to completion of the work along with a proposed completion schedule shall be submitted to the Office of Planning and Economic Development no later than sixty (60) days after the signing of this Agreement, unless an extension is granted by mutual agreement. All work to be performed shall be let by sealed competitive bidding and shall follow the procedures outlined in Chapter 38 of the City of Springfield, Illinois Code of Ordinances, 1988, as amended. In the event that Redeveloper desires to perform the work itself, it shall obtain three (3) estimates from the other contractors. Redeveloper then shall charge its total costs in an amount not to exceed the lowest bid. In the event Redeveloper performs the work pursuant to this paragraph, Redeveloper shall still be required to submit to the City all invoices, timesheets, and receipts verifying performance of the work. In all cases, Redeveloper shall retain a copy of all bids and/or estimates received for a period of five (5) years from completion of the Project. The City shall be allowed reasonable access to all such bids and/or estimates.

C. Firm commitments for financing necessary to complete the Project, from sources and in the form acceptable to the Office of Planning and Economic Development, or a demonstration of financial capacity sufficient to complete the Project;

D. Internal Revenue Service taxpayer identification number for the Redeveloper;

E. If applicable, a Certificate of Authority to do business in the State of Illinois;

F. Registration of Redeveloper, contractors and subcontractors through EPrism software for the reporting of Prevailing Wage.

G. Documentation and verification that Redeveloper has paid State Prevailing Wage;

H. Copies of all contracts, itemized invoices and paid receipts to verify expenses for the project. All receipts must be separated by specific project;

I. No debts or money owed to the City, no outstanding City violations, and no City liens against the Site In the event there is debt or money owed to the City, or there are City liens against the Site, the Redeveloper shall have a valid repayment agreement with the City in writing, which is current on all payments and not past due or in arrears of any payments owed pursuant to the terms of said repayment agreement. Any new repayment agreement entered into as a result of this Agreement, shall be made in equal installments for a period not to exceed six (6) months after the expiration of this Agreement. Any such new repayment agreement which exceeds $5,000 shall be approved by the Office of Corporation Counsel; and

J. Such other documents, resolutions and other items reasonably required by the City, including copies of all project labor agreements for the Project (if applicable).

Redeveloper shall be entitled to make periodic requests for reimbursement, as long as all conditions precedent are met and Redeveloper is not in breach of any of the terms of this Agreement.

SECTION 4: REDEVELOPER'S OBLIGATIONS AND RIGHTS

A. Conformance to Federal, State and Local Requirement

All work shall conform with all applicable Federal, State and local laws, regulations, and ordinances including but not limited to building codes, prevailing wage laws, subdivision, zoning and life safety codes.

B. Changes Project

If, during the course of initial rehabilitation, the Redeveloper desires to make any changes in any portion of the Project which materially affects the appearance, function, or implementation of the Project, the Redeveloper shall submit the proposed change to the City Council for its approval. All other changes must be submitted to the Office of Planning and Economic Development for approval under this Agreement, and a response to such changes shall be given to Redeveloper within ten (10) days. Any approval in changes by the City Council or Office of Planning and Economic Development shall not constitute approval of any plans that are already or are required to be approved by the Building and Zoning Department for compliance with life, health, safety, building, and zoning regulations.

C. Time Limitations

The Project shall commence no later than thirty (30) days after receipt of a building permit

from Building and Zoning, and it shall be completed no later than June 30, 2025, unless otherwise mutually agreed to in writing by the Parties. All invoices and paid receipts shall be submitted to the City within 3 months after completion of the Project, unless otherwise mutually agreed to in writing by the Parties.

D. Commencement and Completion Requirements

The Redeveloper agrees for itself, and its successors, that it shall promptly begin and diligently prosecute the completion of the Project.

E. Progress Reports

Until completion of the Project has been made, the Redeveloper shall make progress reports to the Office of Planning and Economic Development on a bi-monthly basis in such detail as may be reasonably requested by the Office of Planning and Economic Development. Such progress reports may take the form of an AIA Contractor's Affidavit or by any other means approved by the Office of Planning and Economic Development.

F. Redeveloper's Responsibility

It is expressly understood that the Redeveloper shall bear the sole responsibility of completing the Project in an appropriate manner consistent with the Development Plans and consistent with all other requirements of this Agreement. Redeveloper agrees that all work must be completed in conformity with applicable building and zoning laws of the City.

G. No Obligations of City of Springfield

The Redeveloper acknowledges and understands that the City shall not have any obligation to complete the Project, expressly including any environmental clean-up which may be required under any environmental laws or regulations. The Redeveloper also acknowledges and understands that this Agreement does not result in any contractual obligation by the City for approval of permits, licenses, plans, etc. that may be necessary for completion of the Project. The Redeveloper further acknowledges and understands that the City is not responsible or liable for any potential tax implications which may arise as a result of receiving grant funds. To the extent you are concerned about tax implications, you should consult a tax professional.

H. Certificate of Completion

Promptly after completion of the Project, Redeveloper shall provide to the Office of Planning and Economic Development a Certificate of Final Completion executed by Redeveloper, certifying that the Project has been completed in accordance with the approved plans and specifications, and has been performed in a good and workmanlike manner and in accordance will all applicable governmental requirements. Said Certificate may be executed by Redeveloper's designated project architect only if Redeveloper provides to the City written authorization of such designation. If the Office of Planning and Economic Development disputes the sufficiency or accuracy of the Certificate of Final Completion, the Office of Planning and Economic Development shall, within thirty (30) days after receipt of such Certificate, provide Redeveloper with a written statement indicating in what respects Redeveloper has failed to perform the relevant work in accordance with the provisions of

this paragraph.

I. Recapture of Grant Funds

If the Redeveloper does not comply with this Agreement, the Redeveloper shall, within thirty (30) days of notice of default by the City, repay to the City the amount of any funds disbursed. The City shall have the right to enforce this Agreement by an action at law or in equity, for any form of relief that may be available under Federal, State or local law including recapture of all grant proceeds disbursed.

J. Lien Waivers & Prevailing Wage

1. This Agreement calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* ("the Prevailing Wage Act"). The Prevailing Wage Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For more information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: http:// www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Prevailing Wage Act, including but not limited to, all wage, notice and record keeping duties. Redeveloper expressly agrees that any construction or rehabilitation work performed using TIF funds shall be performed at a rate of employee pay (whether the Project is contracted or subcontracted to third parties) equal to and consistent with the rates established for Sangamon County under the Illinois prevailing wage law. All contracts issued for such work shall expressly contain the requirements of this provision. All contracts for construction pursuant to the construction work shall provide that all contractors and subcontractors furnish contractor's affidavits in the form provided by state statute and that the waivers of lien be required for all payments made, and Redeveloper agrees to require all contractors and subcontractors to comply with the requirements of the Prevailing Wage Act, this Agreement and the state Prevailing Wage Act.

2. All requests for interpretations of or determinations concerning the applicability of the Prevailing Wage Act must be directed to the Illinois Department of Labor.

4. 3. Redeveloper, contractors and subcontractors who are parties to contracts involving public works projects must submit certified payroll records on a monthly basis to the City pursuant to 820 ILCS 130/5 *et seq.*, as amended. Redeveloper, contractors and subcontractors must also submit a certification of the following with each submission: (1) the records are true and accurate, (2) The hourly rate paid is not less than the general prevailing rate in Sangamon County, Illinois, and (3) s/he is aware that filing a certified payroll knowing such to be false is unlawful. At the same time as submitting the certified payroll records as described above, Redeveloper, contractors and subcontractors shall also submit a second set of certified payroll records where the following information has been redacted/blackened out/removed: social security number, driver's license number, employee identification number, biometric identifiers, personal financial information, passwords or other access codes, medical records, home and personal telephone numbers, personal email addresses, home address and personal license plates. All certified payroll records and certifications shall be submitted and reported through EPrism software. Redeveloper,

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contractors and subcontractors must register and report Prevailing Wage through EPrism in order to receive reimbursement.

5. If the information provided reasonably shows a violation of the Prevailing Wage Act, then the City shall notify the bidder of the possible violation by certified mail. If the Redeveloper does not cure the violation, or provide the City with sufficient information demonstrating compliance with the Prevailing Wage Act within five business days of receipt of the written notice of possible violation, then the City, after consulting with the Office of Corporation Counsel, shall refer this matter to the Illinois Department of Labor for the purpose of conducting an investigation and hearing to determine whether a violation has occurred.

6. It is a mandatory requirement upon the Redeveloper or its Construction Manager to post the applicable Prevailing Wage Rates for each craft or type of work or mechanic needed to execute the contract, project, or work to be performed, (820 ILCS 130/4 *et. seq.*).

7. Pursuant to section 38.15 of the City Code, public works projects in excess of $50,000 require a project labor agreement.

K. Disclosure of Information

Redeveloper shall provide the City the following:

1. A complete, accurate and truthful listing and description of all citations, complaints, summons, decisions, determinations, judgments, or other allegations or findings relating to any violation of state or federal laws, which protect the health, safety, or welfare of workers, including but not limited to the Occupational Health and Safety Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the National Labor Relations Act, the Federal Civil Rights Act, the Illinois Human Rights Act, the Illinois Wage and Hour Law, and the Prevailing Wage Act, filed against it or any entity, including joint ventures and partners, and also including parent and subsidiary corporations or entities; and

2. A statement that the Redeveloper and each contractor (including sub-contractors) performing work for the Project are a participant in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.

3. A statement that the Redeveloper and each contractor (including sub-contractors) performing work for the Project have not been found by the Illinois Department of Labor to be in violation of the Prevailing Wage Act within the two year period.

4. If any of the information above is found to be inaccurate, then the City may, at its sole option and in its sole discretion, terminate this Agreement. Under such circumstances, any and all TIF Assistance provided shall be immediately returned to the City.

L. Outstanding Violations and Debts to the City

The Redeveloper agrees during the term of this Agreement to remain current on any valid repayment agreement with the City and not past due or in arrears of any payments owed pursuant to the terms of said repayment agreement; maintain the Site in good condition, free from any new or addition City violations; and free from any new or additional City liens against the Site.

In the event the Redeveloper breaches a valid repayment agreement with the City and becomes past due or in arrears of any payments owed pursuant to the terms of said repayment agreement, or otherwise incurs any new or additional debt to the City during the term of this Agreement, the City shall be entitled to withhold any payment of funds pursuant to Section 37.17 of the City Code.

SECTION 5: REPRESENTATIONS OF THE REDEVELOPER

The Redeveloper represents, warrants and agrees as the basis for the undertakings on its part herein contained as follows:

A. Organization and Authorization

The Redeveloper represents and warrants that it is qualified to do business in the State of Illinois and has power to enter into and by proper action have been duly authorized to execute and deliver this Agreement.

B. Non-Conflict or Breach

The Redeveloper represents and warrants that the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement, do not conflict with or result in a breach of any of the terms, conditions, or provisions of any restrictions, agreement or instrument to which it is now a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon the Site or upon any assets of it under the terms of any instrument or agreement to which it is now a party or by which it is bound.

C. Restriction on Redevelopment Assistance Funds

None of the funds will be used to provide working capital for the Redeveloper within the meaning of Section 103(b) of the Internal Revenue Code and the Regulations promulgated thereunder.

D. Non-Impairment of Federal Income Tax Exemption

The Redeveloper will not cause the funds to be utilized in such a manner as to, or take any action which would impair the exemption from federal income taxation of the interest on outstanding bonds, issued, or to be issued by the City.

E. Certifications

The Redeveloper certifies that no person directly associated with the Project has been

convicted of a felony, or, if so convicted, at least five years have passed since completion of sentence as of the effective date of this Agreement, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the Redeveloper. 30 ILCS 500/50-10.

The Redeveloper certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the Redeveloper has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five years prior to the date of the bid contract. The Redeveloper acknowledges that the City shall declare this Agreement void if this certification is false.

The Redeveloper certifies that they are not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If Redeveloper has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and are in compliance with that agreement, Redeveloper shall so state.

SECTION 6: ADDITIONAL COVENANTS OF THE REDEVELOPER

A. Redeveloper's Existence; Operation of the Site

The Redeveloper and its successors and assigns will at all times operate or continue the operation of the Site so that it constitutes a "redevelopment project" within the meaning of the Act and in accordance with the Central Area Tax Increment Redevelopment Plan.

B. Indemnification Covenants

The Redeveloper agrees for themselves, successors and assigns, to indemnify defend and hold the City and its officers and employees harmless against all claims by or on behalf of any person, firm or corporation, arising (i) from the conduct or management of, or from any work or thing done on, or any work or activity connected to the Site; (ii) any breach or default on the part of the Redeveloper or its successors or assigns in the performance of any of its obligations under or in respect of this Agreement; (iii) any act or omission, including negligence, of the Redeveloper or any of its agents, contractors, servants, employees or licensees; (iv) any violation by the Redeveloper or its successors or assigns of any laws, statutes, easements, conditions, restrictions, building regulations, zoning ordinances, environmental statutes and regulations or land use regulations affecting the Site or the Project; (v) any act or omission, including negligence, of any assignee, lessee or sublessee of the Redeveloper, or any agents, contractors, servants, employees or licensees of any assignee, lessee, or sublessee of the Redeveloper; (vi) any violation by the Redeveloper of state or federal securities law in connection with the offer and sale of shares, memberships or partnerships in the Redeveloper or any part of the Site; or (vii) any performance by the City of any act requested by the Redeveloper or its successors and assigns other than willful misconduct of the City. The Redeveloper agrees to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made or action brought based upon any such claim in respect of which indemnity may be sought against the Redeveloper, upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Redeveloper shall assume the defense thereof including the employment

of counsel and the payment of all costs and expenses. The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the City unless the employment of the counsel has been specifically authorized by the Redeveloper.

C. Fees

The Redeveloper will pay and keep current all City fees in the nature of sewer user fees, permit fees and the like, that may from time to time apply to the Site, provided, however, said party may, after giving notice to the City, and after posting bond or other security satisfactory to the City in its reasonable judgment, at its own expense, contest in good faith such fees in which event it may permit such fees to remain unpaid during the period of such contest and any appeal therefrom.

D. Use Maintenance

Redeveloper will use the Site consistent with the Plan. The Redeveloper shall also maintain the Project as provided herein.

E. Taxes

During the existence of the Tax Increment Financing District, the Redeveloper will not protest any real estate assessments or real estate taxes on the Site without the express written consent of the Mayor or their designee. It is expressly intended that the covenant made in this Section shall be a covenant remaining with the land for the benefit of and enforceable by the city.

F. Participate in Hearing

The Redeveloper will participate in any public hearing(s) necessary for the implementation of the Plan as related to this Project.

G. Payment of Taxes

During the term of this Agreement, the Redeveloper shall promptly pay all real estate taxes and sales taxes.

H. Record Memorandum

The Redeveloper will execute a memorandum of this Agreement to be recorded in the records of the Office of the Recorder of Deeds, Sangamon, County, Illinois, indicating in substance that the Site is subject to the terms and conditions of this Agreement.

I. Conveyances

1. The Redeveloper will not transfer or assign all or any part of its interest, except for collateral purposes when and if required by Redeveloper's commercial lender, in this Agreement without the express written consent of the City's mayor or his/her designee, such consent shall not be unreasonably withheld.

2. During the existence of the Tax Increment Financing District, the Redeveloper agrees that all conveyances shall be to persons and/or legal entities, which are not exempt from ad valorem taxes levied against taxable real property located at the Site.

J. Insurance

The Redeveloper agrees to maintain all necessary insurance with respect to the site in sufficient amount to protect both the interests of the City and Redeveloper to and on the site. Redeveloper and his insurer shall weigh the risks and determine an amount sufficient to meet this obligation.

K. Maintenance and Repair

The Redeveloper agrees that it shall keep, maintain and repair in good fashion the improvements to be constructed on the Site.

L. No Damages for Delay

The Redeveloper agrees to make no claim for damages for delay in the performance of this Agreement occasioned by any act or omission to act of the City or any of its representatives, or because of any injunction which may be brought against the City or its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the Project as provided herein.

SECTION 7: COMMENCEMENT AND COMPLETION

A. Commencement and Completion

The Redeveloper shall cause the Project to be commenced and to be completed with due diligence and in good faith, and without delay. Redeveloper shall cause the Project to be completed in a good and workmanlike manner in accordance with, and in all respects compliant with, all applicable laws, rules, permits, requirements, and regulations of any governmental agency or authorities having or exercising jurisdiction over the Site including all environmental statutes and regulations.

B. Contract Prohibitions

Unless otherwise previously agreed by the City in writing, all contracts let by Redeveloper or Redeveloper contractor in connection with the Project shall contain a prohibition against any material change in the plans without the Office of Planning and Economic Development's prior written consent being had thereto, which consent shall not be unreasonably withheld.

SECTION 8: LIABILITY INSURANCE

Prior to any disbursement from the TIF Assistance, Redeveloper or Redeveloper's contractor shall procure and deliver to the City and shall maintain in full force and effect until each and every one of the obligations of Redeveloper contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and during any period of construction, demolition and/or rehabilitation, contractor's liability insurance under the comprehensive liability insurance to be not

less than One Million Dollars ($1,000,000) each occurrence and Five Million Dollars ($5,000,000) total, and worker's compensation insurance with employer's liability coverage, all such policies to be in such form and issued by such companies as shall have been approved in writing by City (which approval shall not be unreasonably withheld) to protect City and Redeveloper against any liability incidental to the use of or resulting from any accident occurring in or about the Site or the demolition and site preparation work, the improvements or the construction and improvements thereof. Each such policy shall contain an affirmative statement by the issuer to give written notice to City at least thirty (30) days prior to any cancellation or amendment of its policy and shall name the City as an additional insured.

SECTION 9: RIGHTS OF INSPECTION: AGENCY

The City or its designee shall have the right at any time and from time to time during business hours upon prior reasonable notice to enter upon the Site for the purposes of inspection provided that the City and its agents shall not interfere with the Project and shall abide by the rules of the Redeveloper or its contractor or subcontractors for the protection of workers or visitors, and to ensure compliance with applicable laws. If the City, in its reasonable judgment, determines that any work and materials are not in conformity with the Plans as the same were theretofore approved in writing by City, or with any applicable laws, regulations, permits, requirements or rules of any governmental authority having or exercising jurisdiction thereover or not otherwise in conformity with sound building practice, City shall promptly notify Redeveloper in writing of same and the Redeveloper shall cause such deficiency to be corrected.

SECTION 10: EVENTS OF DEFAULT AND REMEDIES

A. Events of Default

The following shall constitute Events of Defaults with respect to this Agreement:

1. Representations

If any material representation made by the Redeveloper or the City in this Agreement, or in any certificate, notice, demand or request made by a party hereto, in writing and delivered to another party hereto pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or

2. Breach

Default in the performance or breach of any covenant, warranty or obligation of a party in this Agreement or in any other instrument executed by the Redeveloper to the benefit of City and continuance of such default or breach for a period of thirty (30) days after another party hereto has given written notice thereof to such defaulting party hereto unless the other parties hereto shall agree to an extension of such time; or

3. Involuntary Bankruptcy

The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of a party hereto in an involuntary case under the federal bankruptcy laws, as now or

hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of a party hereto for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days; or

4. Voluntary Bankruptcy

The commencement by a party hereto of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by any such entity to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of the Redeveloper or of any substantial part of such entity's property, or the making by an such entity of any assignment for the benefit of creditors or the failure of the Redeveloper in furtherance of any of the foregoing.

B. Remedies on Default

1. Specific Performance or Damages

Upon the occurrence of any Event of Default, the City may institute such proceedings as may be necessary or desirable at its option to cure or remedy such default or breach, including but not limited to, proceedings to compel specific performance by the Redeveloper in default or breach of its obligations. Redeveloper hereby waives any right to claim: consequential, exemplary, equitable, loss of profits, punitive or tort damages.

2. Restore Positions

In case any party hereto shall have proceeded to enforce its right under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the said moving party, then and in every such cause the Redeveloper and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Redeveloper and the City shall continue as though no such proceeding have been taken.

C. Agreement to Pay Attorney's Fees and Expenses

In the event Redeveloper should default under any of the provisions of this Agreement and City incurs expenses for the collection of payments due under this Agreement or the enforcement of any obligation under this Agreement, the Redeveloper agrees that the City will be entitled to attorney fees and it will on demand therefore pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

D. Non-Payment of Real Estate Taxes or Sales Taxes

In the event that real estate taxes or sales and use taxes owed by the Redeveloper is not paid within thirty (30) days from the date that said taxes are due and owing during the term of this Agreement, the City, may, at its option, (a) make payment to the special tax allocation fund pertaining to the Redevelopment Project Area in which the Site is located a sum in the amount equal

to the sum which the special tax allocation fund would have received from the real property taxes or sales and use taxes had the real estate taxes or sales and use taxes been paid, or (b) make payment of the real property taxes due and owing on the Site. The amounts so advanced by the City shall be immediately due and owing from the Redeveloper to the City and shall bear interest from the date of payment at the rate of local prime as stated by Bank of Springfield on a per annum basis until paid. The City shall have a lien against the Site for all amounts paid together with interest and all expenses incurred in the recovery of said amounts. The City may bring such actions as it may deem appropriate to enforce payment and/or foreclose the lien against the Site.

SECTION 11: OTHER RIGHTS AND REMEDIES OF CITY: NO WAIVER BY DELAY

A. No Waiver by Delay

Any delay by either Party in instituting or prosecuting any actions or proceedings or otherwise asserting its right under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that neither Party shall be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default involved; nor shall any waiver in fact made by either Party hereto with respect to any specific default under this Section be considered or treated as a waiver of the rights of that Party, with respect to any other defaults under this Section or with respect to any defaults under any Section in this Agreement or with respect to the particular default, except to the extent specifically waived in writing.

For the purposes of any of the provisions of this Agreement neither the City nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the completion of the Project for redevelopment or progress in respect thereof, in the event of forced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state, or local government, acts of the other party, fires, floods, epidemics, quarantine restrictions, labor disturbances (including strikes or lockouts or concerted activities), embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Redeveloper with respect to completion of work, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section within thirty (30) days after the beginning of any such forced delay, shall have first notified the other party therefore in writing, of the cause or causes thereof, and requested an extension of the period of enforced delay. Such extensions of schedule shall be agreed in writing by the parties hereto.

B. Rights and Remedies Cumulative

The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same default or breach by the defaulting party.

SECTION 12: DELAY IN PERFORMANCE

For the purposes of any of the provisions of this Agreement neither the City nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the completion of the Project for redevelopment or progress in respect thereof, in the event of enforced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state, or local government, acts of the other party, fires, floods, epidemics, quarantine restrictions, labor disturbances (including strikes or lockouts or concerted activities), embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Redeveloper with respect to completion of work, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section within thirty (30) days after the beginning of any such forced delay, shall have first notified the other party therefore in writing, of the cause or causes thereof, and requested an extension of the period of enforced delay. Such extensions of schedule shall be agreed in writing by the parties hereto.

SECTION 13: EQUAL EMPLOYMENT OPPORTUNITY

The Redeveloper, for itself and its successors and assigns, agree that during the completion of work provided for in this agreement that the following will apply:

A. Non-Discrimination

The Redeveloper and its contractor and subcontractors shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, ancestry, marital status, sexual orientation, or handicap unrelated to ability or national origin. The Redeveloper and its contractor and subcontractors shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, ancestry, marital status, sexual orientation, or handicap unrelated to ability or natural origin. Such action shall include but not limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship, the Redeveloper and/or its contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non- discrimination clause.

B. Advertising

The Redeveloper and its contractor and subcontractors shall in all solicitation or advertisements for employees placed by or on behalf of the Redeveloper or its contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, ancestry, marital status, sexual orientation, or handicap unrelated to ability or national origin.

C. Non-Compliance

In the event of the Redeveloper non-compliance with the non-discrimination clause of this Section, the City may cancel, terminate or suspend this Agreement in whole or in part.

D. Mandatory Inclusions of Provisions

The Redeveloper shall include the provisions of Subsections "A" and "B" of this Section in every contract or purchase order, and will require the inclusions of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor, subcontractor, or vendor as the case may be.

SECTION 14: TITLES OF ARTICLES AND SECTIONS

Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of references only and shall be disregarded in construing or interpreting any of its provisions.

SECTION 15: CONFLICT OF INTEREST

Unless otherwise specifically authorized by the City Council, no member, officer, or employee of the City or its designees or agents and no member of the governing body of the City during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, with the respect to which this Agreement shall apply.

SECTION 16: DRAFTS NOT OFFER

No draft of or negotiations regarding this Agreement shall be construed to constitute an offer any party hereto, and no party shall be obligated in connection with the matters stated herein until this Agreement has been executed and delivered by all parties hereto.

SECTION 17: SEVERABILITY

If any provisions of this Agreement are found to be illegal, invalid or unenforceable, the remainder of this Agreement shall not be affected by such finding, and the parties shall negotiate in good faith to agree upon a substitute provision, which substitute provision shall provide to the extent possible under applicable law, the benefits expected to be derived by the parties under this Agreement.

SECTION 18: WRITTEN AMENDMENT REQUIRED: ENTIRE AGREEMENT

No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the party or parties to be bound by such change. This Agreement and the Exhibit (s) hereto contain the entire agreement between the parties.

SECTION 19: NOTICES

Any notice, request, demand, consent, approval or other communication required or permitted under this Agreement must be in writing and will be deemed to have been given when personally delivered or deposited in any depository regularly maintained by the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to the party for whom it is intended at the following address:

0006-924

If to City to:	Office of Planning and Economic Development 800 East Monroe Street, Room 107 Springfield, Illinois 62701
With a copy to:	City's Corporation Counsel at: Office of Corporation Counsel Room 313 Municipal Center East 800 East Monroe Street Springfield, Illinois 62701
If to Redeveloper:	ATOLLETC, LLC c/o Michael Alwood, Registered Agent 411 E. Monroe St., Unit 454 Springfield, Il 62705

Any party may add additional addresses or changes its address for purposes of receipt of any such communication by giving five (5) days written notice of such change to the other parties in the manner prescribed in this Article.

SECTION 20: BINDING EFFECT

The covenants, conditions, representations, warranties and agreements contained in this Agreement will bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

SECTION 21: GOVERNING LAW

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

SECTION 22: COUNTERPARTS

If this Agreement is executed in two or more counterparts, each shall constitute one and the same instrument and shall be recognized as an original instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused their respective seals to be affixed and attested thereto as of the date first written above in this Agreement.

2025-324

ATTEST:

CITY OF SPRINGFIELD, ILLINOIS
A Municipal Corporation

By:_____

Charles L. Redpath Sr., City Clerk

Misty Buscher, Mayor

REDEVELOPER:

ATOLLETC, LLC

By:_____
Michael Alwood, Manager

STATE OF ILLINOIS)
)
COUNTY OF SANGAMON)

On this_____day of_____, 2025, before me personally appeared Michael Alwood, known to me to be the person who executed the above and foregoing TIF Agreement and who this day represented to me that he is duly authorized to execute this Redevelopment Agreement and executed this TIF Agreement as his free act and deed, in his representative capacity, for the uses and purposes therein set forth.

_____
Notary Public

2025-324

CITY OF SPRINGFIELD TIF PROJECT APPLICATION

Section 1: Applicant Information

*Attach Certificate of Good Standing issued in the last six months

Is the applicant the property owner or a developer? (check one)

☑ Property Owner ☐ Developer

Applicant Name:	Michael Alwood
Co-Applicant:	Kathleen Alcorn
Mailing Address:	411 E Monroe St Unit 454 Springfield IL 62705
Business Name:	ATOLLetc LLC
Business Address:	302 E Adams Street Springfield IL 62701
State of Organization:	Illinois
Phone Number:	(217) 306-7308 c.
Email:	malwood@atolletc.com
FEIN:	84-3549183

Type of business:

☐ Sole Proprietorship
☐ Partnership
☐ For-Profit Corporation
☐ Nonprofit Corporation
☑ Limited Liability Company
☐ Other _____

Section 2: Property Information

*Attach current interior and exterior photos

PIN(s):	14-34-106-002
Project Address:	302 East Adams Springfield IL 62701
Parcel Current Use:	Unoccupied renovation construction

At project completion, who will occupy the site:

ATOLLetc LLC will occupy 51% of the overall space on the first floor and basement;
the second floor will be (1) residential apartment;
the third floor will be (1) residential apartment

Completion of this application does not entitle the applicant to financial assistance. Any such assistance must be approved by City Council.

2025-324

CITY OF SPRINGFIELD TIF PROJECT APPLICATION

This application packet will provide guidance to those seeking development assistance form the City of Springfield Tax Increment Financing (TIF) districts. *A pre-application meeting is required prior to the submittal of any application to discuss the scope of the project and City program details.*

TIF Overview and Minimum Requirements

The purpose of Tax Increment Financing assistance is to encourage development projects that would not otherwise occur but for the assistance provided through TIF. As a matter of policy, the City will consider using TIF to assist private development only in circumstances in which the proposed private project shows a demonstrated financing gap. Applicants must demonstrate to the satisfaction of the City sufficient private financing and owner equity are present in the project.

All terms and conditions related to a TIF project will be formalized in a redevelopment agreement, which must be approved by City Council.

Minimum requirements:

1) The property is located within the designated TIF boundary. (See map online)
2) The project is consistent with the TIF Plan for the specific TIF District (Plans available online)
3) The project will meet all applicable building, life safety, and zoning codes upon completion.
4) Any debts owed to the City by the applicant and property owner are paid.
5) The applicant is the owner of the property, or has a contract to purchase the property.

Approval Process

The applicant must submit a complete application packet to the Office of Planning and Economic Development (OPED) for review. After internal review, the project will be presented to the Economic and Community Development Commission. With a positive recommendation from this body, the City's legal department will draft the redevelopment agreement and ordinance to present to City Council.

1. Submit complete application to OPED.
2. Presentation to the Economic and Community Development Commission. The commission meets bi-monthly on the second Tuesday of the month.
3. City Council, First Read. City Council meets on the 1st and 3rd Tuesdays of each month. The developer/applicant is not required to attend the first read.
4. Committee of the Whole. COW meets the 2nd and 4th Tuesdays of each month. The developer/applicant shall attend this meeting to address any concerns or questions from the aldermen. The aldermen may vote to place the ordinance on the consent agenda, the debate agenda, or table the ordinance.
5. City Council, Final Passage. The developer/applicant should attend this meeting as well. The ordinance may be passed, tabled, or sent back to committee at this point.

After Council Approval and Throughout Project

- Redeveloper must file a copy of the agreement with County Recorder and return a copy of the recorded agreement for our files.
- All workers shall be paid the Sangamon County prevailing wage rate. Contractors and subcontractors are required to use the city's ePrismsoft software to upload payroll information. This software will track compliance with the local labor requirement (50% or more).

Completion of this application does not entitle the applicant to financial assistance. Any such assistance must be approved by City Council.

9025-324

CITY OF SPRINGFIELD TIF PROJECT APPLICATION

Section 3: Evidence of Site Control

A. If the applicant owns the project site, attach a copy of the deed.

Also include:
Mortgage Holder(s): Petefish, Skiles & Co. Bank

Annual Mortgage Payment (P&I): $1800 / mo
Outstanding Balance of Mortgage: $246,568.49 (Commercial Construction Loan)

Name, address, and phone numbers of other persons or entities having an ownership interest in the property to be redeveloped

None

B. If the applicant has a contract or option to purchase the project site, attach a copy of the purchase/option contract.

Also include:
Date contract was signed: 29 May 2025
Closing / expiration date: 29 May 2025

Section 4: Project Information

*Attach project description that includes detailed scope of work and architectural renderings
*Attach detailed construction budget, as applicable

Current Fair Market Value: $137,232
Current EAV: $45,744
Current Property Tax: $3842.28
Anticipated Future Tax: $4000.00

General Contractor: Michael Alwood
Address & Phone: 302 E Adams St
Springfield IL 62701
(217) 306-7308

Architect: N/A
Address and Phone:

Projected start and end dates: 01 June 2025 - 15 May 2026

Completion of this application does not entitle the applicant to financial assistance. Any such assistance must be approved by City Council.

2025-324

Section 5: Financing

*Attach letter of support or other documentation demonstrating financial capacity

Total Project Cost:

Financing: ☑ Bank ☐ Private ☐ Other

(1) Bank Contact: Petefish, Skiles & Co. Bank

Address & Phone: 1342 S. Main Street
Jacksonville, IL 62650

(2) Bank Contact: Michael Langdon

Address & Phone: 1342 S Main Street
Jacksonville, IL 62650
(217) 243-9505

Upon request, the applicant shall provide any market and financial feasibility studies, appraisals, environmental reports, or other information provided to private lenders for the project.

Identify the total TIF assistance requested and financial gap:

Has any other government assistance been provided to the applicant or property (grants, tax incentives, or other economic benefits)?

☐ Yes ☑ No

If yes, describe the type and amount of assistance provided:

We are working with DNR on continuing the application process for Historic Tax Credits that the prior owner has initiated.

Section 6: Housing (If Applicable)

Number of units: Two total. One on each floor; floor two and floor three

Total square footage: 1980 sq ft per floor

Anticipated Rents: $4000 combined; $2000 each floor

Target Market: Business professionals, lobbyists, legislators.

Completion of this application does not entitle the applicant to financial assistance. Any such assistance must be approved by City Council.

2025-324

Section 7: New Business (If Applicable)

*Attach business plan, including expertise of key management personnel

Business Name: _____

Jobs Created: Full Time: _____ Part Time: _____

Description: _____

_____

_____

_____

Section 8: Conflict of Interest Disclosure

Is any owner of the business, land or building, or any tenant, or any of the project developers:

- an elected or appointed official of the City of Springfield;
- related to an elected or appointed official of the City of Springfield; or
- routinely contracts with the City of Springfield to provide goods or services?

☑ No

☐ Yes (Explain): _____

_____

_____

_____

_____

_____

Application Checklist

- ☑ Pre-application meeting with OPED staff
- ☑ Complete application form
- ☑ Certificate of Good Standing
- ☑ Interior & exterior photographs
- ☑ Proof of site control (deed or contract)
- ☑ Project Description
- ☑ Architectural Renderings
- ☑ Detailed Project Budget
- ☑ Financial Capacity Demonstration
- ☑ Business Plan

Completion of this application does not entitle the applicant to financial assistance. Any such assistance must be approved by City Council.

2025-324

ORDINANCE FACT SHEET

DATE OF 1st READING: 08.06.2025

CONTACT PERSON: Julia Griffin

OFFICE REQUESTING: OPED

PHONE NUMBER: 217.789.2377x5455

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

FISCAL IMPACT: 182,979

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT AND THE ALLOCATION OF UP TO $182,979 IN REDEVELOPMENT ASSISTANCE FROM THE CENTRAL DOWNTOWN TIF FOR THE REHABILITATION OF 302 E ADAMS STREET, SPRINGFIELD, ILLINOIS

CONTRACTOR / VENDOR NAME: Michael Alwood **VENDOR NO:** Applied For

CONTRACT TERM: May 15, 2026 **Change in Scope Yes** ☐ **No** ☑

CONTRACT AMOUNT: $182,979.00 (Original amount if change order) **Change Order #** **Additional Amount**

Method of Purchase (check one)

- ☐ Low Bid
- ☐ Low Bid Meeting Specs
- ☐ Low Evaluated Bid
- ☒ Other: TIF
- ☐ 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	084	111	DEVL	SPAL	2110	$182,979
2						
3						
4						

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

STAFF ANALYSIS

Work is to be completed at 302 E Adams Street located within the Downtown Springfield TIF District. This project will include cost related to the installation of a fire protection system and window restoration.

The total price for the scope of work is $644,343.00. The TIF request is $182,979 (28.39% of project cost).

FUNDS CHECK BY: Justin Wingerter **Date:** 7/24/25

DIRECTOR / SUPERVISOR: [signature] **Date:** 7/23/25

CITY PURCHASING AGENT: J Michael Lesko **Date:** 07/24/2025

SIGN OFF: [signature] (Mayor's Signature) GEM [signature] (Director of OBM)

The information supplied on this form is not confidential information.

2025-324

AN ORDINANCE APPROVING ADDENDUM II TO THE AGREEMENT WITH HEARTLAND HOUSED FOR THE PURPOSE OF ADDRESSING HOMELESSNESS IN AN AMOUNT NOT TO EXCEED $250,000.00, FOR THE PERIOD BEGINNING MARCH 1, 2025 AND ENDING FEBRUARY 28, 2026, FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT

WHEREAS, the City of Springfield, Illinois ("the City") 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, ordinances 379-08-23 and 313-08-24 authorized an Agreement with Heartland Housed to develop and implement programs designed to reduce and/or eliminate the problem of homelessness in Springfield and Sangamon County; and

WHEREAS, it is in best interest of the City to approve Addendum II for an amount not to exceed $250,000.00 for the period beginning March 1, 2025, and ending February 28, 2026; and

WHEREAS, all other terms and conditions of the agreement and ordinances 379-08-23 and 313-08-24 are not in conflict with this Addendum and the ordinances shall remain in full force and effect; and

WHEREAS, a copy Addendum 1 shall be on file in the Office of the City Clerk.

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

Section 1: That the City Council hereby approves Addendum II to an agreement with Heartland Housed to provide $250,000.00 to develop and implement programs designed to reduce and/or eliminate the problem of homelessness in Springfield and Sangamon County for the period beginning on March 1, 2025 and ending February 28, 2026. The Mayor and City Clerk are authorized to execute the agreement and any necessary documents on behalf of the City.

Section 2: That the Office of Budget Management is hereby authorized to make payments to Heartland Housed in quarterly payments from corporate fund account number 001-111-DEVL-DEVL-2110 in an amount not to exceed $250,000.00.

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

PASSED: _____, **2025**

RECORDED: _____, **2025**

ATTEST: _____
City Clerk Charles L. Redpath Sr.

SIGNED: _____, **2025**

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

7-31-25
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

Heartland HOUSED

Heartland HOUSED
217 E Monroe St, Suite 204
Springfield, IL 62701
(217) 801-9033

Invoice

Submitted on 06/26/2025

BILL TO

City of Springfield
800 E Monroe St
Springfield, IL 62701

PAYABLE TO

Heartland HOUSED
217 E Monroe St, Suite 204
Springfield, IL 62701

Description	Qty	Unit price	Total price
March, April, and May 2025 Quarterly Support for Heartland HOUSED	1	$62,500.00	$62,500.00
			$0.00
			$0.00
			$0.00

Notes:

Subtotal **$62,500.00**

Balance Due **$62,500.00**

2025 025

2023-368 379-08-23

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH HEARTLAND HOUSED FOR THE PURPOSE OF ADDRESSING HOMELESSNESS IN AN AMOUNT NOT TO EXCEED $250,000.00, FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT

WHEREAS, the City of Springfield, Illinois ("the City") 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, homelessness is a serious problem throughout Springfield and Sangamon County; and

WHEREAS, a broad cross section of local government, charitable, medical, and religious organizations recently developed a comprehensive plan to eliminate homelessness in Springfield and Sangamon County (the "Heartland Plan" or the "Study"); and

WHEREAS, the Study concluded that a successful solution to homelessness will require the assistance and cooperation of various governmental, educational, medical, charitable, and religious institutions; and

WHEREAS, Heartland shall develop and implement programs designed to reduce and/or eliminate the problem of homelessness in Springfield and Sangamon County; and

WHEREAS, as set forth in the Heartland Plan, the City, Capitol Township, and Sangamon County have agreed enter into agreements to provide initial annual funding for Heartland in the aggregate amount of $625,000; and

WHEREAS, as set forth in the Heartland Plan, the initial annual contribution to core staff expenses shall be contributed as follows: City of Springfield $250,000, Capital Township $125,000, and Sangamon County $250,000; and

WHEREAS, a copy of the agreement shall be located in the office of the City Clerk.

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

Section 1: That the City Council hereby approves the agreement with HEARTLAND HOUSED to develop and implement programs designed to reduce and/or eliminate the problem of homelessness in Springfield and Sangamon County in an amount not to exceed $250,000.00. The Mayor and City Clerk are authorized to execute the agreement and any necessary documents on behalf of the City.

Section 2: That the Office of Budget Management is hereby authorized to make payments to HEARTLAND HOUSED in quarterly payments from the corporate fund in an amount not to exceed $250,000.00.

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

PASSED: August 15, **2023**

RECORDED: August 16, **2023**

ATTEST: _____
City Clerk Frank J. Lesko

Requested by: Mayor Misty Buscher

SIGNED: Aug. 16, **2023**

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

_____ 7/31/2023
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

REQUEST FORM NO:
DATE OF 1ST READING: 8/1/23

OFFICE REQUESTING: OPED
CONTACT PERSON:
PHONE NUMBER:

EMERGENCY PASSAGE: No [X] Yes [ ] If yes, explain justification.

TYPE OF ORDINANCE:
FISCAL IMPACT: $ -

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH HEARTLAND HOUSED FOR THE PURPOSE OF ADDRESSING HOMELESSNESS IN AN THE AMOUNT NOT TO EXCEED $250,000.00, FOR THE OFFICE OF ECONOMIC DEVELOPMENT

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

CONTRACTOR / VENDOR NAME: **VENDOR NO:**

CONTRACT TERM: **CONTRACT #** **Change in Scope** Yes [ ] No [ ]

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

Method of Purchase (check one)

[ ] 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	Source	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	111	DEVL	DEVL	2110	250000.00
2						
3						
4						

FUNDS CHECK BY:	**Date:**
DIRECTOR / SUPERVISOR SIGNATURE	**Date:**
CITY PURCHASING AGENT:	**Date:**

COMMENTS

agreement with HEARTLAND HOUSED to develop and implement programs designed to reduce and/or eliminate the problem of homelessness in Springfield and Sangamon County in an amount not to exceed $250,000.00

SIGN OFF:

(Mayor's Signature) GEM (Director of OBM)

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The information supplied on this form is not confidential information.

Revised 5/26/04

2022-368

379-08

313-08-24

2024-303

AN ORDINANCE APPROVING ADDENDUM 1 TO THE AGREEMENT WITH HEARTLAND HOUSED FOR THE PURPOSE OF ADDRESSING HOMELESSNESS IN AN AMOUNT NOT TO EXCEED $250,000.00, FOR THE PERIOD BEGINNING MARCH 1, 2024 AND ENDING FEBRUARY 28, 2025, FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT

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

WHEREAS, ordinance 379-08-23 authorized an Agreement with Heartland Housed to develop and implement programs designed to reduce and/or eliminate the problem of homelessness in Springfield and Sangamon County; and

WHEREAS, it is in best interest of the City to approve Addendum 1 for an additional $250,000.00 for a total not to exceed $500,000.00 for the period beginning March 1, 2024 and ending February 28, 2025; and

WHEREAS, all other terms and conditions of the agreement and ordinance 379-08-23, not in conflict with this Addendum and ordinance shall remain in full force and effect; and

WHEREAS, a copy Addendum 1 shall be on file in the Office of the City Clerk.

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

Section 1: That the City Council hereby approves Addendum 1 to an agreement with Heartland Housed to provide an additional $250,000.00 for a total not to exceed $500,000.00 to develop and implement programs designed to reduce and/or eliminate the problem of homelessness in Springfield and Sangamon County for the period beginning on March 1, 2024 and ending February 28, 2025. The Mayor and City Clerk are authorized to execute the agreement and any necessary documents on behalf of the City.

Section 2: That the Office of Budget Management is hereby authorized to make payments to Heartland Housed in quarterly payments from the corporate fund in an amount not to exceed $250,000.00.

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

PASSED: August 20, 2024

RECORDED: August 23, 2024

ATTEST: _____
City Clerk Frank J. Lesko

SIGNED: Aug 21, 2024

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

_____ 8/2/24
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

S:\WPDOCS\Ordinances\OPED\2024\Agreement\heartland housed homelessness addendum 1.docx

313-08-24

2024-303

AGREEMENT
BETWEEN CITY OF SPRINGFIELD AND HEARTLAND HOUSED
FOR THE PURPOSE OF ADDRESSING HOMELESSNESS

THIS AGREEMENT by and between CITY OF SPRINGFIELD, hereinafter called "the City," and HEARTLAND HOUSED, hereinafter called "Heartland", an Illinois not-for-profit corporation.

WHEREAS, homelessness is a serious problem throughout Springfield and Sangamon County;

WHEREAS, a broad cross section of local government, charitable, medical, and religious organizations recently developed a comprehensive plan to eliminate homelessness in Springfield and Sangamon County (the "Heartland Study" or the "Study"); and

WHEREAS, the Study concluded that a successful solution to homelessness will require the assistance and cooperation of various governmental, educational, medical, charitable, and religious institutions.

NOW, THEREFORE, it is agreed as follows:

ARTICLE I
SCOPE OF WORK

Heartland shall develop and implement programs designed to reduce and/or eliminate the problem of homelessness in Springfield and Sangamon County. These initiatives are outlined further in the "Program of Work," attached hereto as Exhibit I.

Toward the performance of this program of work, Heartland agrees to provide technical, professional, and administrative assistance and support services as set forth below:

A. With the advice and consent of Heartland's Board of Directors, prepare annual objectives and regular performance reports to the City based upon the Program of Work and mutually agreeable performance measurements.

B. Maintain financial records (books, records, and supporting documents) its operations, all of which shall be available for review and audit by the City at all reasonable times.

C. Heartland must be audited annually by an independent CPA, licensed in the State of Illinois, in accordance with auditing standards generally accepted in the United States. Heartland must provide to the City copies of its annual audit, along with any associated management letters and corrective actions for any reported findings or control weaknesses. Heartland must also respond to any questions the City may have regarding the audit and management letter.

D. Heartland is required to establish a system of fiscal and administrative internal controls to ensure that its funds, property and other assets and resources are safeguarded against waste, loss, unauthorized use and misappropriation. The internal controls must ensure that Heartland's financial and administrative reports are reliable and its operations are efficient and effective. The City has the right to review and evaluate Heartland's system of internal and administrative controls.

2024-303

313-08-24

Heartland shall work with the City to resolve any potential weaknesses identified in such evaluations in a mutually agreeable manner.

ARTICLE II
PUBLIC COMMUNICATION

It is recognized by the City that Heartland's work will, on occasion, need to be done in a private and confidential manner and can involve sensitive and confidential information about private businesses and private individuals. Heartland respects the inclusion of public funds in Heartland's effort and also recognizes that an informed public is in Heartland's best interests. As such, Heartland will adopt a formal plan for regularly providing public information, including public input, and will seek to engage the broad cross section of the community in its work.

ARTICLE III
COMPENSATION TO HEARTLAND

As set forth in the Heartland Plan, the City, Capitol Township, and Sangamon County have agreed to provide initial annual funding for Heartland in the aggregate amount of $625,000 and that these entities intend to continue funding at appropriate levels in the future years, adjusted for inflation and for normal staff compensation increases. As set forth in the Heartland Plan, the initial annual contribution to core staff expenses shall be contributed as follows: City of Springfield $250,000, Capital Township $125,000, and Sangamon County $250,000. The City's $250,000 share of such initial funding shall be paid to Heartland in four (4) equal payments no later than the fifteenth (15th) day of the calendar quarter.

ARTICLE IV
NOTICES

Any notice, approval, acceptance, request, bill, demand or statement under the Agreement from either party to the other shall be in writing and shall be deemed to have been given when either delivered personally or deposited in a mailbox in a postage-prepaid envelope, addressed to the other party at the below address. Either party may, at any time, change that address by delivering or mailing, as mentioned, to the other party a notice stating the change and the changed address.

To the City:

Hon. Misty Buscher, Mayor
Room 300 Municipal Center East
00 E. Monroe Street
Springfield, IL 62701

To Heartland:

Josh Sabo, Executive Director
217 E. Monroe Suite 204
Springfield, IL 62701

with cc to:

Kim Luz
Chair, Board of Directors
Hospital Sisters
4936 Laverne Road
Springfield, IL 62707

2024-303

313-08-24

ARTICLE V

TERM AND TERMINATION

The term of this Agreement shall be for the time period commencing March 1, 2023, and ending February 29, 2024. Either party in its sole discretion may suspend or terminate either party's performance under this Agreement upon ninety (90) days' written notice. Notwithstanding the foregoing, the City may suspend or terminate this Agreement on thirty (30) days' notice if the City notifies Heartland of a breach of this Agreement, and Heartland fails to cure said breach within fifteen (15) days of Heartland's receipt of said notice. In the event of such suspension or termination, Heartland is entitled to payment for any costs, expenses or damages other than that for work actually performed by Heartland prior to the effective date of the suspension or termination but shall refund any remaining funds from the quarterly payments previously paid by the City.

ARTICLE VI
NON-DISCRIMINATION

Heartland agrees to adhere to the provisions in the City's collective administrative rules relating to non-discrimination in employment, which shall constitute the affirmative action program of this Agreement.

ARTICLE VII
RELATIONSHIPS

The performance of Heartland's services under this Agreement shall be in the capacity of an independent contractor and not as an officer, agent or employee of the City.

ARTICLE VIII
APPLICABLE LAWS AND POLICIES

In the performance of this Agreement, Heartland shall abide by and conform to any and all laws of the United States and the State of Illinois.

ARTICLE IX
ASSIGNMENT

Heartland shall not assign this Agreement to any person, firm or corporation without the written consent of the City, nor shall this Agreement be assignable by any process or proceeding in court or by judgment execution, receivership, proceedings in insolvency or bankruptcy, either voluntary or involuntary.

ARTICLE X
CERTIFICATION

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

B. Heartland certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue. Heartland has not entered into any agreement with the Department of Revenue for the payment of any taxes that are past due.

ARTICLE XI
ENTIRE AGREEMENT

This Agreement represents the entire agreement of the parties and does not authorize an expenditure of City funds in excess of the amount authorized by the Springfield City Council as described in Article III hereof.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on August 16, 2023.

ATTEST:

CITY OF SPRINGFIELD

Valera Yazell Director
Office of Planning and Economic Development

Hon. Misty Buscher, Mayor
City of Springfield

HEARTLAND HOUSED

Kim Lutz, Chairman of the Board

Valera Yazell, Secretary of the Board

EXHIBIT I

PROGRAM OF WORK

To promote and benefit the common good and general welfare of people experiencing homelessness in Springfield and Sangamon County, Heartland shall:

(a) provide leadership and coordination for a system to address homelessness in Springfield and Sangamon County;

(b) provide staff support for the Heartland Continuum of Care and Crisis Response System Task Groups;

(c) develop community wide standards for operating shelter, transitional housing, rapid rehousing, and permanent supportive housing;

(d) build diversion strategies and resources and link to existing programs to support returning household to housing immediately;

(e) develop practices to identify and link unsheltered Sangamon County residents to crisis and permanent housing and other needed resources;

(f) ensure the community has access to data and analysis to ensure accountability for efforts to address homelessness;

(g) serve as a resource for the City of Springfield, Sangamon County, and Capital Township for initiatives connected to addressing homelessness;

(h) fulfill mandates of the Department of Housing and Urban Development through the CoC program and ensure successful grant applications for the NOFO process and other applicable available grants;

(i) support the development of stable, effective, community-wide crisis housing that serves all homeless subpopulations and supports movement into housing;

(j) provide community wide, strategically focused and prioritize supports for recently housed individuals to ensure housing stability; and

(k) perform such other activities as determined by Heartland's the Board of Directors consistent with the foregoing.

2024-303

313-08-24

2023-368

379-08-23

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH HEARTLAND HOUSED FOR THE PURPOSE OF ADDRESSING HOMELESSNESS IN AN AMOUNT NOT TO EXCEED $250,000.00, FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT

WHEREAS, the City of Springfield, Illinois ("the City") 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, homelessness is a serious problem throughout Springfield and Sangamon County; and

WHEREAS, a broad cross section of local government, charitable, medical, and religious organizations recently developed a comprehensive plan to eliminate homelessness in Springfield and Sangamon County (the "Heartland Plan" or the "Study"); and

WHEREAS, the Study concluded that a successful solution to homelessness will require the assistance and cooperation of various governmental, educational, medical, charitable, and religious institutions; and

WHEREAS, Heartland shall develop and implement programs designed to reduce and/or eliminate the problem of homelessness in Springfield and Sangamon County; and

WHEREAS, as set forth in the Heartland Plan, the City, Capitol Township, and Sangamon County have agreed enter into agreements to provide initial annual funding for Heartland in the aggregate amount of $625,000; and

WHEREAS, as set forth in the Heartland Plan, the initial annual contribution to core staff expenses shall be contributed as follows: City of Springfield $250,000, Capital Township $125,000, and Sangamon County $250,000; and

WHEREAS, a copy of the agreement shall be located in the office of the City Clerk.

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

Section 1: That the City Council hereby approves the agreement with HEARTLAND HOUSED to develop and implement programs designed to reduce and/or eliminate the problem of homelessness in Springfield and Sangamon County in an amount not to exceed $250,000.00. The Mayor and City Clerk are authorized to execute the agreement and any necessary documents on behalf of the City.

379-08-23

2023-368

2005-325

313-08-24

Section 2: That the Office of Budget Management is hereby authorized to make payments to HEARTLAND HOUSED in quarterly payments from the corporate fund in an amount not to exceed $250,000.00.

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

PASSED: August 15, **2023**

RECORDED: August 16, **2023**

ATTEST: _____
City Clerk Frank J. Lesko

SIGNED: Aug. 16, **2023**

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

_____ 7/31/2023
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

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Tracking No. 17736

2023-368

379-08-23

2025-325

313-08-24

ORDINANCE FACT SHEET

REQUEST FORM NO:
DATE OF 1ST READING: 8/1/23

OFFICE REQUESTING: OPED
CONTACT PERSON:
PHONE NUMBER:

EMERGENCY PASSAGE: No [X] Yes [ ] If yes, explain justification.

TYPE OF ORDINANCE:
FISCAL IMPACT: $ -

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH HEARTLAND HOUSED FOR THE PURPOSE OF ADDRESSING HOMELESSNESS IN AN THE AMOUNT NOT TO EXCEED $250,000.00, FOR THE OFFICE OF ECONOMIC DEVELOPMENT

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

CONTRACTOR / VENDOR NAME: **VENDOR NO:**

CONTRACT TERM: **CONTRACT #** **Change in Scope** Yes [ ] No [ ]

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

Method of Purchase (check one)

[ ] 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	Source	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	111	DEVL	DEVL	2110	250000.00
2						
3						
4						

FUNDS CHECK BY:	**Date:**
DIRECTOR / SUPERVISOR SIGNATURE	**Date:**
CITY PURCHASING AGENT:	**Date:**

COMMENTS

agreement with HEARTLAND HOUSED to develop and implement programs designed to reduce and/or eliminate the problem of homelessness in Springfield and Sangamon County in an amount not to exceed $250,000.00

SIGN OFF:

(Mayor's Signature) GEM (Director of OBM)

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The information supplied on this form is not confidential information.

Revised 5/26/04

2023-368

379-08

2005-325

313-08-24

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
DATE OF 1ST READING: _____

OFFICE REQUESTING: OPED **CONTACT PERSON:** Stacey Wilkerson
PHONE NUMBER: 217-789-2377 X 5477

EMERGENCY PASSAGE: No [X] Yes [ ] If yes, explain justification.

TYPE OF ORDINANCE: Ordinance **FISCAL IMPACT:** $250,000.00

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

SUGGESTED TITLE:

An Ordinance approving Addendum I to the agreement with Heartland Housed for the purpose of addressing homelessness in an amount not to exceed $250,000.00, for the period beginning March 1, 2024 and ending February 28, 2025 for the Office of Economic Development.

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

Agreement

CONTRACTOR / VENDOR NAME: Heartland Housed **VENDOR NO:** VC*8157

CONTRACT TERM: 03/01/2024-02/28/2025 **Change in Scope** Yes [ ] No [ ]

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

Method of Purchase (check one)

[ ] Low Bid
[ ] Low Bid Meeting Specs
[ ] Low Evaluated Bid
[ ] Other: _____
[ ] Exception: _____
Code Provision: _____

Previous Ord #'s 379-08-23

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
001	111	DEVL	DEVL	2110	$250,000

FUNDS CHECK BY: _____ **Date:** 7-16-2024
DIRECTOR / SUPERVISOR SIGNATURE _____ **Date:** 7/15/24
CITY PURCHASING AGENT: Michael Pardo **Date:** 7-16-24

COMMENTS

Addendum 1 to the Agreement with Heartland Housed for developing and implementing programs designed to reduce and/or eliminate the problem of homelessness in Springfield and Sangamon County in an amount not to exceed $250,000.00

SIGN OFF: _____ (Mayor's Signature) GEH _____ (Director of OBM) 7/18/24

S\Excel\Forms\Blank Ordinance Form

The information supplied on this form is not confidential information.

Revised 5/10/04

2024-303

313-08-24

ORDINANCE FACT SHEET

DATE OF 1st READING: 08/06/2025

CONTACT PERSON: Courtney Heinzel

OFFICE REQUESTING: OPED

PHONE NUMBER: 217-789-2377 x6203

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

FISCAL IMPACT: $250,000

SUGGESTED TITLE: AN ORDINANCE APPROVING ADDENDUM II TO THE AGREEMENT WITH HEARTLAND HOUSED FOR THE PURPOSE OF ADDRESSING HOMELESSNESS IN AN AMOUNT NOT TO EXCEED $250,000.00 , FOR THE PERIOD OF MARCH 1, 2025 AND ENDING FEBRUARY 28, 2026,FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT

CONTRACTOR / VENDOR NAME: Heartland Housed **VENDOR NO:** VC*8157

CONTRACT TERM: 03/01/2025-02/28/2026 **Change in Scope Yes** ☐ **No** ☐

CONTRACT AMOUNT: $250,000.00 (Original amount if change order) **Change Order #** **Additional Amount**

Method of Purchase (check one)

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

Previous Ord #'s 379-08-23, 313-08-24

Is Purchasing Agent approval required? No ☐ Yes ☐

Is Purchasing Agent approval attached? No ☐ Yes ☐

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	111	DEVL	DEVL	2110	$250,000.00
2						
3						
4						

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

Agreement

STAFF ANALYSIS

Addendum II to the Agreement with Heartland Housed for developing and implementing programs designed to reduce and/or eliminated the problem of homelessness in Springfield and Sangamon County in an amount not to exceed $250,000.00.

FUNDS CHECK BY: Wingerter, Justin G. Digitally signed by Wingerter, Justin G. DN: dc=local, dc=cosmd, dc=intranet, ou=City Departments, ou=OBM, ou=Staff, ou=Users, cn=Wingerter, Justin G., email=Justin.Wingerter@springfield.il.us Date: 2025.07.01 12:04:58 -05'00' **Date:** 7/1/25

DIRECTOR / SUPERVISOR: Rasing, Amy A. Digitally signed by Rasing, Amy A. Date: 2025.07.01 10:18:18 -05'00' **Date:** _____

CITY PURCHASING AGENT: Lesko, Mike Digitally signed by Lesko, Mike Date: 2025.07.01 12:57:48 -05'00' **Date:** _____

SIGN OFF: _____ (Mayor's Signature) GEM

Ramona Metzger Digitally signed by Ramona Metzger Date: 2025.07.17 13:51:50 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

AN ORDINANCE AUTHORIZING SUBRECIPIENT GRANT AGREEMENT NO. 23-44301 WITH MOVING PILLSBURY FORWARD, NFP FOR AN AMOUNT NOT TO EXCEED $108,636.00 UTILIZING ENERGY TRANSITION COMMUNITY GRANT FUNDS THROUGH THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT FOR THE DEMOLITION OF 2 ABANDONED BUILDINGS LOCATED ON THE PILLSBURY SITE

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, Moving Pillsbury Forward, NFP is requesting the use of Energy Transition Community Grant funds in the amount of $108,636.00 for the demolition of 2 abandoned buildings as outlined in the scope of work attached herein; and

WHEREAS, it is in the best interest of the City of Springfield to authorize Sub-recipient Grant Agreement 23-44301 with Moving Pillsbury Forward, NFP; and

WHEREAS, the proposed Subrecipient Agreement shall be located in the Office of the City Clerk.

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

Section 1: That the City Council hereby approves the agreement with Moving Pillsbury Forward, NFP for use of the Energy Transition Community Grant to demolish the 2 abandoned buildings located on the Pillsbury Site as outlined in Exhibit A.

Section 2: That the Office of Budget and Management is hereby authorized to make payment in an amount not to exceed $108,636.00 to Moving Pillsbury Forward, NFP from account number 001-111-DEVL-ETCG-2110 pursuant to the terms and conditions of Sub-recipient Grant Agreement 23-44301.

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

PASSED:_____**, 2025**

RECORDED:_____**, 2025**

ATTEST: _____
City Clerk Charles L. Redpath Sr.

SIGNED:_____**, 2025**

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

7-30-25
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

G702 # APPLICATION and CERTIFICATE for PAYMENT

To: MPF C/O Anthony DelGiorno Law
2160 S Sixth St Suite D-1
Springfield, IL 62703

From: GreenTrac, LLC
300 W. Morgan
Bunker Hill, IL 62014

Contract For: Moving Pillsbury Forward

Project: Former Pillsbury Plant Site Cleanup and Redevelopment Building Demolition

Via Architect: Fehr Graham

Application No: 1
App. Date: May 22, 2025
Period to: May 31, 2025
Project No: 23-1550-MPF
Contract Date:

Distribution to:
☐ OWNER
☐ CONSTRUCTION MGR.
☐ ARCHITECT
☐ CONTRACTOR
☐ OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, G703, is attached.

1. ORIGINAL CONTRACT SUM			4,379,000.00
2. Net Change By Change Orders			0.00
3. CONTRACT SUM TO DATE			4,379,000.00
4. TOTAL COMPLETED AND STORED TO DATE			234,160.00
5. RETAINAGE:			
a.	10% of Completed Work	23,416.00	
b.	of Stored Material	0.00	
TOTAL RETAINAGE			23,416.00
6. TOTAL EARNED LESS RETAINAGE			210,744.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT			0.00
8. CURRENT PAYMENT DUE			210,744.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE			4,168,256.00

06/09/2025

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approval this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: GreenTrac, LLC
By: _____ Date: 5/22/25

State of: Illinois County of: Macoupin

Subscribed and sworn before me this 22 day of May, 2025

The above personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public: Theresa Ann Bruegger My Commission expires: 4-2-2028

OFFICIAL
THERESA ANN BRUEGGER
Notary Public, State of Illinois
Commission No. 989...
My Commission Expires
April 02, 2028

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

ORGO SOFTWARE www.TorgoSoftware.com ©1996-2014 ALL RIGHTS RESERVED

CONTINUATION SHEET G703

PROJECT: Former Pillsbury Plant Site Cleanup GreenTrac, LLC

Application No: 1
App. Date: May 22, 2025
Period to: May 31, 2025
Project No: 23-1550-MPF

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Use Column I on Contracts where variable retainage for line items may apply.

A	B	C	D	E	F	G		H	I
Item #	Description of Work	Schedule of Values	Work Completed: From Previous Application(s)	Work Completed: This Period	Materials Stored & Used Prior + Current	Total Completed and Stored To Date	%	Balance to Finish	Retainage
1	Demo Building B,C,D & G	1,444,000.00		0.00		0.00	0.00	1,444,000.00	0.00
2	Demo Buildings A,E,F H I,K,L,M R,S,V & Z	2,927,000.00		234,160.00		234,160.00	8.00	2,692,840.00	23,416.00
3	Railroad Coordination	8,000.00		0.00		0.00	0.00	8,000.00	0.00
4									
5									
6									
7									
8									
9									
10									
GRAND TOTAL:		4,379,000.00		234,160.00		234,160.00	5.35	4,144,840.00	23,416.00

A=Line Item Number B=Brief Item Description C=Total Value of Item D=Total of D and E From Previous Application(s) (If Any) E=Total Work Completed For This Application
F=Materials Purchased and Stored for Project G=Total of All Work Completed and Materials Stored for Project H=Remaining Balance of Amount to Finish I=Amount Withheld from G

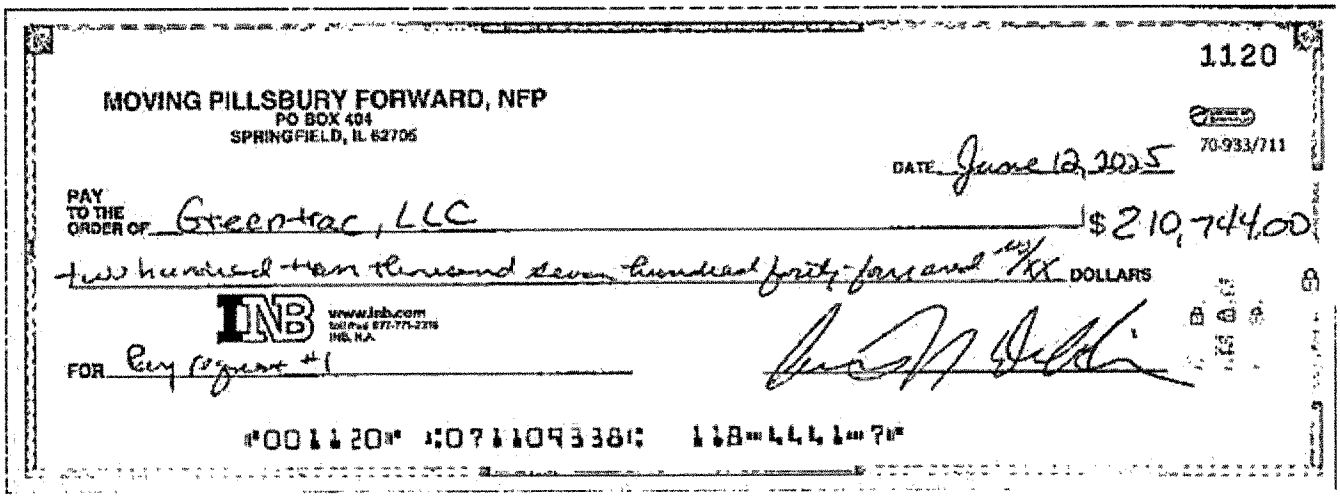
...2014 ALL RIGHTS RESERVED

ACCOUNT	CATEGORY	TRANSACTION DATE	AMOUNT
Checking *4417		06/17/2025	-$210,744.00

DESCRIPTION	NOTE
CK # 1120	

ATTACHED IMAGES

FRONT



1120

MOVING PILLSBURY FORWARD, NFP
PO BOX 404
SPRINGFIELD, IL 62705

70-933/711

DATE June 12, 2025

PAY TO THE ORDER OF Greentrac, LLC $210,744.00

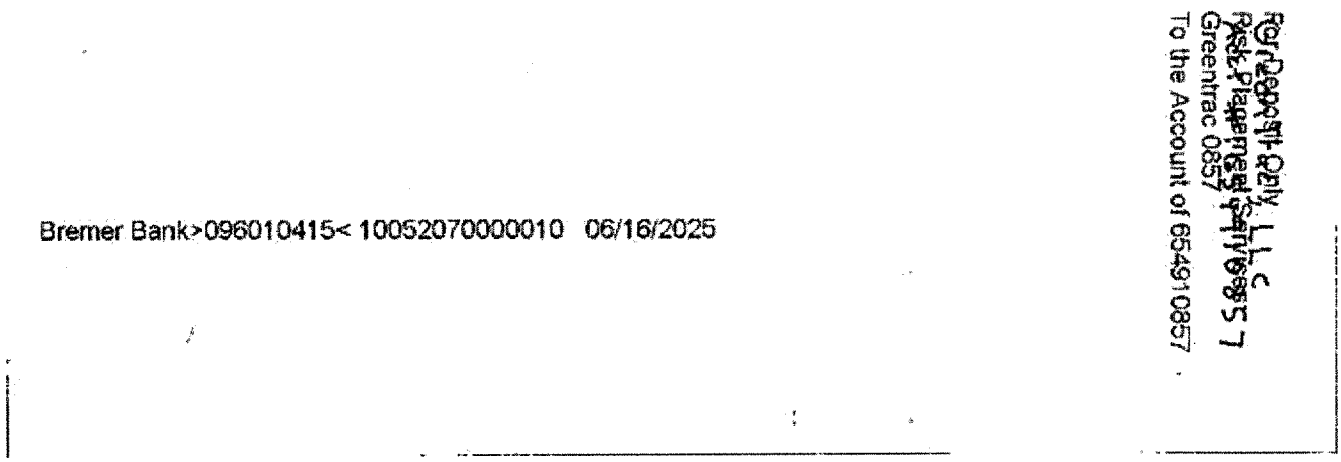
two hundred ten thousand seven hundred forty-four and 00/XX DOLLARS

INB www.inb.com Toll-free 877-771-2216 INB, N.A.

FOR Pay Request #1

⑈001120⑈ ⑆071109338⑆ 118▪444▪1▪7⑈

BACK



For Deposit Only, LLC
Pass Placement Only
Greentrac 0857
To the Account of 654910857

Bremer Bank>096010415< 10052070000010 06/16/2025

Amendment No. 001
Agreement No. 23-443011

AMENDMENT TO THE GRANT AGREEMENT

BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
City of Springfield

The State of Illinois (State), acting through the undersigned agency (Grantor) and **City of Springfield** (Grantee) (collectively, the "Parties" and individually, a "Party") agree that this Amendment (Amendment) will amend the Grant Agreement (Agreement) referenced herein. All terms and conditions set forth in the original Agreement and any subsequent amendment, but not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this Amendment shall prevail.

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

ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

By: Kristin A Richards by Blaire Montgomery, Program Accounting Manager
Digitally signed by Kristin A Richards by Blaire Montgomery, Program Accounting Manager
Date: 2025.04.25 09:20:37 -05'00'
Signature of Kristin A. Richards, Director

Date: _____

By: _____
Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____
Designee

By: _____
Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantor Approver

City of Springfield

By: _____
Signature of Authorized Representative GEM

Date: 4/11/25

Printed Name: Misty Buscher

Printed Title: Mayor

Email: misty.buscher@springfield.il.us

By: _____
Signature of Second Grantee Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantee Approver
(optional at Grantee's discretion)

2025-326

By:_____
Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Third Grantor Approver

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

2025-326

ARTICLE I
AWARD AND AMENDMENT INFORMATION AND CERTIFICATION

1.1. Original Agreement. The Agreement, numbered **23-443011**, has an original term from **07/01/2023** to **06/30/2025**.

1.2. Prior Amendments. Below is the list of all prior amendments to the Agreement (mark N/A if none):

Amendment Number	Effective Date (MM/DD/YYYY)
N/A	

1.3. Current Agreement Term. The Agreement expires on **06/30/2025**, unless terminated pursuant to the Agreement.

1.4. Item(s) Altered. Identify which of the following Agreement elements are amended herein (check all that apply):

- ☐ Exhibit A (Project Description)
- ☐ Exhibit B (Deliverables/Milestones)
- ☐ Exhibit C (Contact Information)
- ☐ Exhibit D (Performance Measures/Stds.)
- ☐ Exhibit E (Specific Conditions)
- ☒ Award Term
- ☐ Award Amount
- ☐ PART TWO (Grantor-Specific Terms)
- ☐ PART THREE (Project-Specific Terms)
- ☐ Budget
- ☐ Budget (Unilateral)
- ☐ Funding Source
- ☐ Other (specify):

1.5. Effective Date. This Amendment shall be effective on ____N/A_____. If an effective date is not identified in this Paragraph, the Amendment shall be effective upon the last dated signature of the Parties.

1.6. Certification. Grantee certifies under oath that (1) all representations made in this Amendment are true and correct and (2) all Grant Funds awarded pursuant to the Agreement shall be used only for the purpose(s) described therein, including all subsequent amendments. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of the Agreement and repayment of all Grant Funds.

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2025-326

ARTICLE II
AMENDMENTS

2.1. **Date Extension**: Award Term Changes. Paragraph 2.1 of the Agreement is amended to expire on 06/30/2026, unless terminated pursuant to the Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

2025-326

Office of Planning & Economic Development
City of Springfield, Illinois

Misty Buscher
Mayor

March 17, 2025

Connie Denney
Office of Grants Management
Illinois Department of Commerce & Economic Opportunity

Dear Ms Denney,

Due to unforeseen circumstances, we require more time in which to complete the Grant-funded activities and are hereby requesting an end date extension to 06-30-2026 for DCEO Grant # 23-443011.

On behalf of the Grantee, I affirm that all grant funds for DCEO Grant #23-443011 have been legally obligated during the existing grant period for activities to be covered by the grant.

Thank you,

Misty Buscher
Mayor GEM

800 East Monroe • Springfield, Il 62701 • (217) 789-2377 • Fax (217) 789-2380

0025-928

Illinois
Department of Commerce
& Economic Opportunity
JB Pritzker, Governor

Grant Number 23-443011

Revised Report Deliverable Schedule

Grantee Name: City of Springfield
Revision Date: April 9, 2025
Effective Date: April 9, 2025

Program Name: Energy Transition Community Grant Program
Bureau: State Grants Management

Grant Begin Date: 07/01/2023
Grant End Date: 06/30/2026

The Report Deliverable Schedule has been revised with new requirements due to the following:

You are required to comply with this revised schedule and due dates for all upcoming reports, deliverables, milestones, and/or events.

Revised Report and Deliverable Schedule

April 2024
- Quarterly Periodic Financial Report (04/30/2024) - Covering Period of 07/01/2023 - 03/31/2024; Status: Received
- Quarterly Periodic Performance Report (04/30/2024) - Covering Period of 07/01/2023 - 03/31/2024; Status: Received

July 2024
- Quarterly Periodic Financial Report (07/30/2024) - Covering Period of 04/01/2024 - 06/30/2024; Status: Received
- Quarterly Periodic Performance Report (07/30/2024) - Covering Period of 04/01/2024 - 06/30/2024; Status: Received

October 2024
- Quarterly Periodic Financial Report (10/30/2024) - Covering Period of 07/01/2024 - 09/30/2024; Status: Received
- Quarterly Periodic Performance Report (10/30/2024) - Covering Period of 07/01/2024 - 09/30/2024; Status: Received

January 2025
- Quarterly Periodic Financial Report (01/30/2025) - Covering Period of 10/01/2024 - 12/31/2024; Status: Received
- Quarterly Periodic Performance Report (01/30/2025) - Covering Period of 10/01/2024 - 12/31/2024; Status: Received

April 2025
- Quarterly Periodic Financial Report (04/30/2025) - Covering Period of 01/01/2025 - 03/31/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2025) - Covering Period of 01/01/2025 - 03/31/2025; Send To: Grant Manager

July 2025
- Quarterly Periodic Financial Report (07/30/2025) - Covering Period of 04/01/2025 - 06/30/2025; Send To: Grant Manager

• Quarterly Periodic Performance Report (07/30/2025) - Covering Period of 04/01/2025 - 06/30/2025; Send To: Grant Manager

October 2025

• Quarterly Periodic Financial Report (10/30/2025) - Covering Period of 07/01/2025 - 09/30/2025; Send To: Grant Manager

• Quarterly Periodic Performance Report (10/30/2025) - Covering Period of 07/01/2025 - 09/30/2025; Send To: Grant Manager

January 2026

• Quarterly Periodic Financial Report (01/30/2026) - Covering Period of 10/01/2025 - 12/31/2025; Send To: Grant Manager

• Quarterly Periodic Performance Report (01/30/2026) - Covering Period of 10/01/2025 - 12/31/2025; Send To: Grant Manager

April 2026

• Quarterly Periodic Financial Report (04/30/2026) - Covering Period of 01/01/2026 - 03/31/2026; Send To: Grant Manager

• Quarterly Periodic Performance Report (04/30/2026) - Covering Period of 01/01/2026 - 03/31/2026; Send To: Grant Manager

July 2026

• Quarterly Periodic Financial Report (07/30/2026) - Covering Period of 04/01/2026 - 06/30/2026; Send To: Grant Manager

• Quarterly Periodic Performance Report (07/30/2026) - Covering Period of 04/01/2026 - 06/30/2026; Send To: Grant Manager

August 2026

• End of grant Closeout Financial Report (08/14/2026) - Covering Period of 07/01/2023 - 06/30/2026; Send To: Grant Manager

• End of grant Closeout Performance Report (08/14/2026) - Covering Period of 07/01/2023 - 06/30/2026; Send To: Grant Manager

2025-326

GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
City of Springfield

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

PART ONE – The Uniform Terms

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

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

0095-326

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

ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

By: _____
Signature of Kristin A. Richards, Director

Date: _____

By: _____
Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____
Designee

By: _____
Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantor Approver

By: _____
Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Third Grantor Approver

CITY OF SPRINGFIELD

By: _____
Signature of Authorized Representative

Date: _____

Printed Name: Misty Buscher

Printed Title: Mayor

Email: misty.buscher@springfield.il.us

By: _____
Signature of Second Grantee Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantee Approver
(optional at Grantee's discretion)

2025-326

PART ONE – THE UNIFORM TERMS

ARTICLE I
DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2025-326

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II
AWARD INFORMATION

2.1. Term. This Agreement is effective on **07/01/2023** and expires on **06/30/2025** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **$108,636.00**, of which **$0.00** are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

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

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

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

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Assistance Listing Program Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-35-3071 and the CSFA Name is Energy Transition Community Grant Program. If applicable, the State Award Identification Number (SAIN) is 3071-44724.

ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV
PAYMENT REQUIREMENTS

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

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

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**.

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

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

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

4.7. Interest.

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

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

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

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

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

ARTICLE V
SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

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

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

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

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ARTICLE VI
BUDGET

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

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

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

ARTICLE VII
ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

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

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

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

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

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

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

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

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(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of Modified Total Direct Cost which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII
LOBBYING

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

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

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

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

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

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ARTICLE IX
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

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

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

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

ARTICLE X
FINANCIAL REPORTING REQUIREMENTS

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

10.2. Financial Close-out Report.

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

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

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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 **PART TWO**, **PART THREE**, or **Exhibit E** pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

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

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

ARTICLE XII
AUDIT REQUIREMENTS

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

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

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

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(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 $750,000 or more in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $750,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends $500,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than $500,000 in State-issued Awards, but expends $300,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

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

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

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

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 $750,000 or more in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and

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must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $750,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

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

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

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

ARTICLE XIII
TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

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

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

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

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

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

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in **Exhibit A**, **PART TWO** or **PART THREE**.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If

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suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

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

13.5. Effects of Suspension and Termination.

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

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

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

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

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

ARTICLE XIV
SUBCONTRACTS/SUBAWARDS

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

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

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

ARTICLE XV
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

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

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

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

ARTICLE XVIII
EQUIPMENT OR PROPERTY

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

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

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

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

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a

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preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XIX
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

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

ARTICLE XX
INSURANCE

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

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

ARTICLE XXI
LAWSUITS AND INDEMNIFICATION

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

21.2. Indemnification and Liability.

(a) Non-governmental entities. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost

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

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).

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22.10. Precedence.

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

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

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

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

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

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

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

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EXHIBIT A

PROJECT DESCRIPTION

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

AUTHORITY: The Grantor is authorized to make this Award pursuant to 20 ILCS 605/605-55 & 30, 20 ILCS 605/605-1075.

The purpose of this authority is as follows:

To make & enter into contracts, including grants, as authorized pursuant to appropriations by the General Assembly &/or to use State & federal programs, grants, & subsidies available to assist in discharge of provisions of the Civil Administrative Code of Illinois, and per other acts to foster and promote industrial development & economic welfare.

PROJECT DESCRIPTION:

The Energy Transition Community (ETC) Grant Program was created by the Climate and Equitable Jobs Act (CEJA) signed into law by the Illinois Governor on September 15, 2021. The Department's role in CEJA is to help Illinois' workforce prepare for and train for jobs in the clean energy industry, and to provide support to workers and communities facing plant and mine closures. Specifically, the ETC Grant Program will provide grants to support economic development in communities impacted by a closure or reduced operation of a fossil fuel power plant, coal mine, or nuclear plant. Pre-Award costs for this ETC Grant Program can be retroactive to cover activities conducted on or after May 1, 2023.

The Grantee is a governmental entity providing essential public services to the City of Springfield in Sangamon County where a significant reduction in power plant operations will occur in the next several years.

The Grantee is partnering with a local 501c3 not-for-profit, Moving Pillsbury Forward, to prepare the site of a former Pillsbury Mill Plant for redevelopment. The 18-acre site is well situated for development once the site is remediated and the existing blighted structures have been removed. The Pillsbury Plant closed in 2001 and has become a significant health and public safety hazard for the surrounding neighborhood for over 22 years.

Grant Funds will be used for costs associated with demolition of structures at the property located at 1525 E. Phillips Street in Springfield, Illinois. Grant Funds will be utilized to demolish two buildings at the former Pillsbury Plant, the first is an existing building labeled, "Building M." The second building will utilize remaining Grant Funds to be used in conjunction with other funding sources for demolition of the adjacent "locker room" building both located at 1525 E Phillips Street.

Specifically, Grant funds will include operating costs associated with the project as follows:

Contractual Services – to include the costs associated with the demolition of approximately two existing structures at the former Pillsbury Plant located at 1525 E Phillips Street.

This project will benefit the public by allowing the site to become a prime location for redevelopment and revitalization and will provide economic vitality to the area.

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EXHIBIT B

DELIVERABLES OR MILESTONES

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will provide a detailed task list of projected deliverables, which must be approved by Grantor. These tasks and associated due dates, and any subsequent revisions, shall be incorporated by reference into this Agreement. These tasks will be used to measure performance throughout the life of the Award and can be updated and reported on each PPR reporting due date.

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EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

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

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Kristin A. Richards

Title: Director

Address: 607 E. Adams St.
Springfield, IL 62701

GRANTEE CONTACT

Name: Misty Buscher

Title: Mayor

Address: 800 East Monroe Street RM 300
Springfield, IL 62701-1699

GRANTEE PAYMENT ADDRESS
(If different than the address above)

Address: N/A

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Caitlyn Walker
Title: Grant Manager
Address: 607 E. Adams St.
Springfield, IL 62701
Phone: 217-558-2418
TTY#: (800) 785-6055
Email Address: caitlyn.t.walker@illinois.gov

GRANTEE CONTACT

Name: Ebony Richardson-Landrum
Title:
Address: 800 East Monroe Street RM 300
Springfield, IL 62701-1699
Phone: 217-789-2377
TTY#: N/A
Email Address:

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GRANTEE DESIGNEES

The following are designated as Authorized Designee(s) for the Grantee (*See* **PART TWO**, ARTICLE XXIII):

Authorized Designee: Amy Rasing
Authorized Designee Title: Operations Coordinator- Grants
Authorized Designee Phone: 217-789-2377 x5470
Authorized Designee Email: amy.rasing@springfiel.il.us

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

GRANTOR CONTACT FOR AUDIT OR CONSOLIDATED YEAR-END FINANCIAL REPORTS QUESTIONS—AUDIT UNIT

Email: externalauditunit@illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Caleb Jones
Email: caleb.j.jones2@illinois.gov
Phone: 000-000-0000
Fax#: N/A

Address: 607 E. Adams St.
Springfield, IL 62701

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EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will incorporate project specific performance measures within the corresponding section of the PPR. The project specific performance measures will encompass the following standardized performance measures listed below.

- Did the deliverables specified in the task list submitted pursuant to Exhibit B lead to the completion of the project described in Exhibit A?
- Given the total amount of Grant Funds available, does the percent currently drawn and expended directly correlate to the percent of the completion of the project to date?
- At the time of Award closeout, has the Grantee fulfilled the public purpose of the project stated in Exhibit A?

The Grantor reserves the right to deny any voucher request(s) at its discretion, based on lack of progress toward meeting completion goals. If the Grantee fails to meet any of the performance measures/goals, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased by an amount proportionate to the size of the shortfall, and/or the Grantee may be responsible for the return of the Grant Funds in the amount specified by the Grantor. Grantor may initiate a grant modification(s) to de-obligate Grant Funds based on non-performance. The Grantee will submit grant modification requests as necessary in a timely manner, including a request to de-obligate Grant Funds in an amount that the Grantee determines will be unspent by the end of the Grant Agreement Term.

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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.

There were no conditions resulting from the Internal Control Questionnaire (ICQ).

There were no conditions resulting from the Merit-Based Review.

Programmatic Risk Assessment (PRA)

Specific Conditions:

1. PRA Section:	**Ability to effectively implement requirements:**
1a. Conditions:	Technical assistance required plus more frequent project monitoring.
2. Reason Imposed:	Medium or High Risk increases likelihood of compliance/performance issues.
3. Action Needed to Remove:	Entity must demonstrate adequate Grant performance.
4. Timeframe:	Agency re-examines annually.
5. Method for reconsideration:	Written Request.

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PART TWO – GRANTOR-SPECIFIC TERMS

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

ARTICLE XXIII
AUTHORIZED SIGNATORY

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

ARTICLE XXIV
ADDITIONAL AUDIT PROVISIONS

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

ARTICLE XXV
ADDITIONAL MONTORING PROVISIONS

25.1. Access to Documentation. The Award will be monitored for compliance in accordance with the terms and conditions of this Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Grantor promulgates or implements. The Grantee must permit any agent authorized by the Grantor, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the Grantee involving transactions relating to this Award.

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

ARTICLE XXVI
ADDITIONAL INTEREST PROVISIONS

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26.1. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to $500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above $500 per year must be returned to the Grantor pursuant to Paragraphs 4.3 and 29.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in Paragraphs 4.3 and 29.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE X herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this Paragraph are inapplicable to the extent any statute, rule or program requirement provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

ARTICLE XXVII
ADDITIONAL BUDGET PROVISIONS

27.1. Restrictions on Line Item Transfers. Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.2 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 44 Ill. Admin. Code 7000.370(b).

ARTICLE XXVIII
ADDITIONAL REPRESENTATIONS AND WARRANTIES

28.1. Grantee Representations and Warranties. In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:

(a) That it has no public or private interest, direct or indirect, and will not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;

(b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;

(c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;

(d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:

(i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of 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; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this subparagraph (d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to ARTICLE XIII herein and any applicable rules.

ARTICLE XXIX
ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS

29.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to ARTICLE XIII herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement; and

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses.

29.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of that date.

29.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee Funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.* (GFRA), for the recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA will apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

29.4. Grantee Responsibility. Grantee will be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may

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seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.339 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

29.5. Billing Schedule. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or Paragraph 2.3. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee must 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 cannot be unreasonably withheld. The payment requirements of this Paragraph supersede those set forth in Paragraph 4.8.

ARTICLE XXX
ADDITIONAL MODIFICATION PROVISIONS

30.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor will initiate such modifications, and Grantee will be required to agree to the modification in writing as a condition of continuing the Award. Any such required modification will be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor will timely notify the Grantee of any pending implementation of or proposed amendment to any laws or regulations of which it has notice.

30.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in ARTICLES V and VI and Paragraphs 30.1 and 30.3, written notice of the proposed modification must be given to the other Party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the Grantor may commence a process to suspend or terminate this Award. In making an objection to the proposed modification, the Grantee must specify the reasons for the objection and the Grantor will consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee must contain the Grantee name, Agreement number, Amendment number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee must submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (**Exhibits A**, **B** and **D**).

30.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

30.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific provisions that the Grantor determines are necessary to place the Grantee in administrative compliance with the requirements of this Agreement. A management waiver issued after the Term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this Paragraph.

30.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (**Exhibits A**, **B** and **D**) must be completed during the Term of the Agreement. Extensions of the Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be

extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

ARTICLE XXXI
ADDITIONAL CONFLICT OF INTEREST PROVISIONS

31.1. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.

31.2. Hiring State Employees Prohibited. No State officer or employee may be hired to perform services under this Agreement on behalf of the Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor unless Grantee is a State agency.

ARTICLE XXXII
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS

32.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials must be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate law enforcement authorities.

32.2. Purchase of Real Property. If permitted by the Award Budget and scope of activities provided in this Agreement, a Grantee may use the Grant Funds during the Award Term for the costs associated with the purchase of real property (as defined by 2 CFR 200.1) either through the use of reimbursement or advanced funds as permitted in Paragraph 2.3 of this Agreement for the following purposes and consistent with the Grantor's bondability guidelines and 2 CFR 200:

(a) Cash payment of the entirety or a portion of the real property acquisition;

(b) Cash Payment of a down payment for the acquisition;

(c) Standard and commercially reasonable costs required to be paid at the acquisition closing (*i.e.*, closing costs); or

(d) Payments to reduce the debt incurred by Grantee to purchase the real property.

32.3. Bonding Requirements. If Grant Funds through this Award are used for construction or facility improvement projects that exceed the Simplified Acquisition Threshold, the Grantee must comply with the minimum bonding requirements listed in 2 CFR 200.326(a) – (c). Grantor will not accept the Grantee's own bonding policy and requirements.

32.4. Lien Requirements. Grantor may direct Grantee in writing to record a lien or notice of State or federal interest on the property purchased or improved with Grant Funds. 2 CFR 200.316. If Grantor makes this direction and the Grantee does not comply, the Grantor may: (a) record the lien or notice of State or federal interest and reduce the amount of the Grant Funds by the cost of recording the lien or notice of State or federal interest, or (b) suspend this Award until Grantee complies with Grantor's direction.

ARTICLE XXXIII
APPLICABLE STATUTES

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To the extent applicable, Grantor and Grantee shall comply with the following:

33.1. Grantee Responsibility. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Grantor shall not be responsible for monitoring Grantee's compliance.

33.2. Land Trust Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds will be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein. This affidavit must be filed with the Illinois Office of the Comptroller as an attachment to this Agreement.

33.3. Historic Preservation Act (20 ILCS 3420/1 *et seq.*). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee must not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

33.4. Victims' Economic Security and Safety Act (820 ILCS 180 *et seq.*). If the Grantee has one (1) or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to the allowable amount of leave from work to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. 820 ILCS 180/20(a)(2). The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.5. Equal Pay Act of 2003 (820 ILCS 112 *et seq.*). If the Grantee has one (1) or more employees, it is prohibited by the Equal Pay Act of 2003 from: (a) discriminating between employees by paying unequal wages on the basis of sex for doing the same or substantially similar work; (b) discriminating between employees by paying wages to an African-American employee at a rate less than the rate at which the Grantee pays wages to another employee who is not African-American for the same or substantially similar work; (c) remedying violations of the Equal Pay Act of 2003 by reducing the wages of other employees or discriminating against any employee exercising their rights under the Equal Pay Act of 2003; and (d) screening job applicants based on their current or prior wages or salary histories, or requesting or requiring a wage or salary history from an individual as a condition of employment or consideration for employment. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.6. Steel Products Procurement Act (30 ILCS 565/1 *et seq.*). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be

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manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*).

33.7. Business Enterprise for Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award activities to be performed under this Agreement.

33.8. Identity Protection Act (5 ILCS 179/1 *et seq.*) and Personal Information Protection Act (815 ILCS 530/1 *et seq.*). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Award activities, the Grantee must maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(a) Personal Information Defined. As used herein, "Personal Information" shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 ("PIPA").

(b) Protection of Personal Information. The Grantee must use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award activities and (i) not use any Personal Information for any purpose outside the scope of the Award activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it must require the contractor or agent to comply with the provisions of this Paragraph.

(c) Security Assurances. Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. These safeguards must be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) Breach Response. In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it will promptly, at its own expense: (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in

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all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10, 815 ILCS 530/12 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

(e) Injunctive Relief. Grantee acknowledges that, in the event of a breach of this Paragraph, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(f) Compelled Access or Disclosure. The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.

ARTICLE XXXIV
ADDITIONAL MISCELLANEOUS PROVISIONS

34.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee must provide Workers' Compensation insurance where the same is required and accepts full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

34.2. Required Notice. Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (a) a Termination or Suspension (ARTICLE XIII), (b) Modifications, Management Waivers or Term Extensions (ARTICLE XXX) or (c) Assignments (Paragraph 22.2) must be executed by the Director of the Grantor or her or his authorized designee.

ARTICLE XXXV
ADDITIONAL REQUIRED CERTIFICATIONS

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

35.1. Sexual Harassment. The Grantee certifies that it has written sexual harassment policies that must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Sections 6-101 and 6-101.5 of the Illinois Human Rights Act. 775 ILCS 5/2-105(A)(4). A copy of the policies must be provided to the Grantor upon request.

35.2. Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies. The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. If Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor will disburse

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Grant Funds only if the Grantee enters into an installment payment agreement with the applicable tax authority and remains in good standing with that authority. Grantee is required to tender a copy of all relevant installment payment agreements to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that: (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

35.3. Lien Waivers. If applicable, the Grantee must monitor construction to assure that necessary contractors' affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

35.4. Grant for the Construction of Fixed Works. Grantee certifies that all Projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement will be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Projects, Grantee must comply with the requirements of the Prevailing Wage Act including, but not limited to: (a) paying the prevailing rate of wages required by the Illinois Department of Labor, or a court on review, to all laborers, workers and mechanics performing work with Grant Funds provided through this Agreement, (b) inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Project must be paid to all laborers, workers, and mechanics performing work under this Award; and (c) requiring all bonds of contractors to include a provision as will guarantee the faithful performance of the prevailing wage clause as provided by contract.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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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 XXXVI
REPORT DELIVERABLE SCHEDULE

36.1. External Audit Reports. External Audit Reports may be required. Refer to ARTICLE XII of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

36.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to Paragraph 12.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

36.3. Required Periodic Reports. Below is the required periodic reporting schedule for this Award.

October 2023

- Quarterly Periodic Financial Report (10/30/2023) - Covering Period of 07/01/2023 - 09/30/2023; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/30/2023) - Covering Period of 07/01/2023 - 09/30/2023; Send To: Grant Manager

January 2024

- Quarterly Periodic Financial Report (01/30/2024) - Covering Period of 10/01/2023 - 12/31/2023; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2024) - Covering Period of 10/01/2023 - 12/31/2023; Send To: Grant Manager

April 2024

- Quarterly Periodic Financial Report (04/30/2024) - Covering Period of 01/01/2024 - 03/31/2024; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2024) - Covering Period of 01/01/2024 - 03/31/2024; Send To: Grant Manager

July 2024

- Quarterly Periodic Financial Report (07/30/2024) - Covering Period of 04/01/2024 - 06/30/2024; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2024) - Covering Period of 04/01/2024 - 06/30/2024; Send To: Grant Manager

October 2024

- Quarterly Periodic Financial Report (10/30/2024) - Covering Period of 07/01/2024 - 09/30/2024; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/30/2024) - Covering Period of 07/01/2024 - 09/30/2024; Send To: Grant Manager

January 2025

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- Quarterly Periodic Financial Report (01/30/2025) - Covering Period of 10/01/2024 - 12/31/2024; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2025) - Covering Period of 10/01/2024 - 12/31/2024; Send To: Grant Manager

April 2025

- Quarterly Periodic Financial Report (04/30/2025) - Covering Period of 01/01/2025 - 03/31/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2025) - Covering Period of 01/01/2025 - 03/31/2025; Send To: Grant Manager

July 2025

- Quarterly Periodic Financial Report (07/30/2025) - Covering Period of 04/01/2025 - 06/30/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2025) - Covering Period of 04/01/2025 - 06/30/2025; Send To: Grant Manager

August 2025

- End of grant Closeout Financial Report (08/14/2025) - Covering Period of 07/01/2023 - 06/30/2025; Send To: Grant Manager
- End of grant Closeout Performance Report (08/14/2025) - Covering Period of 07/01/2023 - 06/30/2025; Send To: Grant Manager

36.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to Paragraph 22.4 and ARTICLE XXX, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in ARTICLES X, XI, XII and XXXVI unilaterally, and must obtain prior written approval from Grantor or the Grant Accountability and Transparency Unit of the Governor's Office of Management and Budget, if applicable, to change any reporting deadlines.

ARTICLE XXXVII
GRANT-SPECIFIC TERMS/CONDITIONS

37.1. Funding. If this Award is bond-funded, all expenditures shall be in accordance with all applicable bondability guidelines.

37.2. Use of Real Property. Grantee shall use any real property acquired, constructed or improved with Grant Funds pursuant to this Agreement to provide the programs and services specified herein for at least the Award Term stated in Paragraph 2.1. Grantee shall comply with the real property use and disposition requirements set forth in 2 CFR 200.311.

37.3. Projects Requiring External Sign-offs.

(1) Pursuant to applicable statute(s), this Award requires sign-off by the following State agency(ies). **The status of the sign-off is indicated as of the date the Award is sent to the Grantee for execution:**

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	AGENCY	SIGN-OFF RECEIVED	SIGN-OFF OUTSTANDING
	Illinois State Historic Preservation Office		X
____	Illinois Dept. of Agriculture	____	____
____	Illinois Dept. of Natural Resources	____	____
____	Illinois Environmental Protection Agency	____	____
____	NONE APPLICABLE	____	____
____			

While **any** external sign-off is outstanding, the provisions of Item (3), immediately below apply with respect to the disbursement of funds under this Award.

NOTE: The fact that a sign-off has been received in no way relieves the Grantee of its obligation to comply with any conditions or requirements conveyed by the applicable agency(ies) in conjunction with the issuance of the sign-off for the project funded under this Agreement.

(2) For projects subject to review by the Illinois Environmental Protection Agency (IEPA), the Grantee must, prior to construction, obtain a construction permit or "authorization to construct" from the IEPA pursuant to the provisions of the Environmental Protection Act, 415 ILCS 5/1 *et seq*.

(3) External Sign-Off Provisions:

a.) The Project described in Exhibit A and funded under this Agreement is subject to review by the external agency(ies) indicated in Item (1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Grantor shall be incorporated into this Agreement as follows: as an attachment to this Agreement (immediately following PART THREE) at the time of the Agreement execution.** The Grantee is contractually obligated to comply with such requirements.

b.) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Grantor's obligation to disburse funds under this Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the project described in this Agreement have been satisfied. Upon receipt of said notification, disbursement of the Grant Funds shall be authorized in accordance with the provisions of Paragraph 2.3 herein.

c.) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY**

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WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE GRANTOR OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.

d.) If external sign-offs are indicated in this paragraph 37.3, disbursement of Grant Funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this paragraph 37.3. Upon receipt of all required sign-offs, the Grantor's Accounting Division will be notified of authorization to disburse Grant Funds in accordance with the disbursement method indicated herein.

37.4. Prevailing Wage Act Compliance. The work to be performed under this Agreement is subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*). Grantee shall comply with all requirements of the Prevailing Wage Act, including but not limited to: (a) inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract and (b) all required reporting and documentation.

37.5. Compliance with Illinois Works Jobs Program Act. Grantee must comply with requirements in the Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For Awards with an estimated total project cost of $500,000 or more, the Grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (*see* 14 Ill. Admin. Code Part 680). The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Grantee must submit a Budget Supplement Form (available on the Grantor's website) to the Grantor within ninety (90) days of the execution of this Award. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantee is permitted to seek from the Grantor a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Grantee must ensure compliance for the life of the entire project, including during the term of the Award and after the Term ends, if applicable, and will be required to report on and certify its compliance.

37.6. Compliance with Business Enterprise Program. If applicable to this Grant, Grantee acknowledges that it is required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act ("BEP") (30 ILCS 575/0.01 *et seq.*), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. Grantee shall maintain compliance with the BEP Utilization Plan submitted in conjunction with the Agreement and shall comply with all reporting requirements.

37.7. Compliance with the Employment of Illinois Workers on Public Works Act. Grantee acknowledges that it is required to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*) (the "Act"), which provides that whenever there is a period of excessive unemployment in Illinois (as defined by the Act), if the Grantee is using Grant Funds for (1) constructing or building any public works, or (2) performing the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision of the State, then the Grantee shall employ at least 90% Illinois laborers on such project. Illinois laborers refers to any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. Grantee may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the grant manager within the first quarter of the Award Term; (b) provide sufficient support that

demonstrates the exception is met; (c) be signed by an authorized signatory of the Grantee; and (d) be approved by the grant manager. In addition, every contractor on a public works project or improvement or hazardous waste clean-up and on-site disposal project in this State may place on such work no more than 3 (or 6 in the case of a hazardous waste clean-up and on-site disposal project) of the contractor's regularly employed non-resident executive and technical experts.

37.8. Interest on Grant Funds for this Award. Because this Award may be subject to the Grantor's bondability guidelines, Grantee must comply with the interest requirements contained in Paragraph 4.7 and is not permitted to retain interest earned on Grant Funds, as stated in Paragraph 26.1, unless specifically notified by Grantor that Grantee may do so.

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ORDINANCE FACT SHEET

DATE OF 1st READING: 8/6/2025

CONTACT PERSON: Jarred McCormick

OFFICE REQUESTING: OPED

PHONE NUMBER: 217-789-2377

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

FISCAL IMPACT: 108,636.00

SUGGESTED TITLE: An ordinance authorizing the Office of Planning and Economic Development to enter into a subrecipient agreement with Moving Pillsbury Forward in an amount not to exceed $108,636.00 in Energy Transition Community Grant Funds (Grant # 23-44301)

CONTRACTOR / VENDOR NAME: Moving Pillsbury Forward **VENDOR NO:** VC*8374

CONTRACT TERM: 7/1/2023 - 6/30/2026 **Change in Scope Yes** ☐ **No** ☑

CONTRACT AMOUNT: $108,636.00
(Original amount if change order) **Change Order #** **Additional Amount**

Method of Purchase (check one)

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

Previous Ord #'s

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	111	DEVL	ETCG	2110	108,636.00
2						
3						
4						

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

Grant agreement, subrecipient agreement, and grant extension

STAFF ANALYSIS

An ordinance authorizing the Office of Planning and Economic Development to enter into a subrecipient agreement with Moving Pillsbury Forward in an amount not to exceed $108,636.00 in Energy Transition Community Grant funds for the demolition of 2 buildings located on the Pillsbury Site as outlined in the scope of work of the Energy Transition grant agreement. No supplemental appropriation is needed.

FUNDS CHECK BY: Wingerter, Justin G. Digitally signed by Wingerter, Justin G. DN: dc=local, dc=cosnet, dc=intranet, o=City Departments, ou=OBM, ou=Staff, ou=Users, cn=Wingerter, Justin G., email=Justin.Wingerter@springfieldil.us Date: 2025.07.17 10:09:06 -05'00' **Date:**

DIRECTOR / SUPERVISOR: Rasing, Amy A. Digitally signed by Rasing, Amy A. Date: 2025.07.17 10:05:18 -05'00' **Date:**

CITY PURCHASING AGENT: Lesko, Mike Digitally signed by Lesko, Mike Date: 2025.07.17 13:35:19 -05'00' **Date:**

SIGN OFF:

(Mayor's Signature)

Ramona Metzger Digitally signed by Ramona Metzger Date: 2025.07.17 13:49:44 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

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AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH 541 E. BLACK AVENUE PARTNERS, LLC., FOR USE OF PEORIA ROAD TAX INCREMENT FINANCE FUNDS IN AN AMOUNT NOT TO EXCEED $942,051.00 FOR THE ACQUISITION AND REHABILITATION, FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT

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

WHEREAS, the City has adopted a program for the Redevelopment Project Area (as hereinafter defined) known as the Peoria Road TIF, in the City of Springfield, pursuant to "The Tax Increment Allocation Redevelopment Act, as amended" 65 ILCS 5/11-74.4-1, et seq. (hereinafter referred to as the "Act,"); and

WHEREAS, pursuant to the provisions of the Act, the City, has adopted a Tax Increment Redevelopment Plan and Project (hereinafter referred to as the "Plan") pertaining to the redevelopment of Peoria Road, a copy of which Plan is on file with the City Clerk of the City of Springfield; and

WHEREAS, 541 E. Black Avenue Partners, LLC. ("Redeveloper") has acquired certain real property located at 541 E. Black Avenue and desires to construct a foundation and rehabilitate the building thereon; and

WHEREAS, in order to enable the City to achieve the objectives of the Plan in accordance with the uses set forth therein, the City intends to assist the Redeveloper with rehabilitation of the aforesaid property; and

WHEREAS, the City believes that the project is in the best interest of the City and the health, safety, morals and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state, and local laws; and

WHEREAS, the Redeveloper has represented that it possesses the experience and qualifications to undertake this project and the City, therefore, deems it appropriate to enter into this Agreement with Redeveloper; and

WHEREAS, it is contemplated that pursuant to this Agreement, the City shall provide the Redeveloper financial assistance in installments for a total amount not to exceed Nine Hundred and Forty-Two Thousand, Fifty-One Dollars ($942,051.00) to assist Redeveloper as follows: The City will reimburse Three Hundred and forty-two Thousand and Fifty-One Dollars (342,051.00) the first fiscal year. The City will reimburse six equal installments of One Hundred Thousand Dollars ($100,000.00) per year for six years. Fiscal years 2027, 2028, 2029, 2030, 2031, and 2032 for rehabilitation of Peoria Road located at 541 E. Black Avenue on the aforementioned property utilizing tax increment financing in accordance with the Act; and

WHEREAS, the Redeveloper is willing to redevelop the Site upon the terms of a Redevelopment Agreement; and

WHEREAS, a copy of the Redevelopment 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 execution of a Redevelopment Agreement with 541 E. Black Avenue Partners, LLC for assistance with construction of a foundation and rehabilitation of Peoria Road now located at 541 E. Black Avenue utilizing the City's central area tax increment financing funds in an amount not to exceed $942,051.00. The Mayor and City Clerk are hereby authorized to execute the Redevelopment Agreement and any other necessary documents on behalf of the City.

Section 2: That the Office of Budget and Management is authorized to make payment to 541 E. Black Avenue Partners, LLC in an amount not to exceed $942,051.00 from account number 037-111-DEVL-PEOR-2110 upon satisfactory completion of the Redevelopment Agreement.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

_____
Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

8-1-25
Office of Corporation Counsel / Date

CITY OF SPRINGFIELD TIF PROJECT APPLICATION

This application packet will provide guidance to those seeking development assistance form the City of Springfield Tax Increment Financing (TIF) districts. *A pre-application meeting is required prior to the submittal of any application to discuss the scope of the project and City program details.*

TIF Overview and Minimum Requirements

The purpose of Tax Increment Financing assistance is to encourage development projects that would not otherwise occur but for the assistance provided through TIF. As a matter of policy, the City will consider using TIF to assist private development only in circumstances in which the proposed private project shows a demonstrated financing gap. Applicants must demonstrate to the satisfaction of the City sufficient private financing and owner equity are present in the project.

All terms and conditions related to a TIF project will be formalized in a redevelopment agreement, which must be approved by City Council.

Minimum requirements:

1) The property is located within the designated TIF boundary. (See map online)
2) The project is consistent with the TIF Plan for the specific TIF District (Plans available online)
3) The project will meet all applicable building, life safety, and zoning codes upon completion.
4) Any debts owed to the City by the applicant and property owner are paid.
5) The applicant is the owner of the property, or has a contract to purchase the property.

Approval Process

The applicant must submit a complete application packet to the Office of Planning and Economic Development (OPED) for review. After internal review, the project will be presented to the Economic and Community Development Commission. With a positive recommendation from this body, the City's legal department will draft the redevelopment agreement and ordinance to present to City Council.

1. Submit complete application to OPED.
2. Presentation to the Economic and Community Development Commission. The commission meets bi-monthly on the second Tuesday of the month.
3. City Council, First Read. City Council meets on the 1st and 3rd Tuesdays of each month. The developer/applicant is not required to attend the first read.
4. Committee of the Whole. COW meets the 2nd and 4th Tuesdays of each month. The developer/applicant shall attend this meeting to address any concerns or questions from the aldermen. The aldermen may vote to place the ordinance on the consent agenda, the debate agenda, or table the ordinance.
5. City Council, Final Passage. The developer/applicant should attend this meeting as well. The ordinance may be passed, tabled, or sent back to committee at this point.

After Council Approval and Throughout Project

- Redeveloper must file a copy of the agreement with County Recorder and return a copy of the recorded agreement for our files.
- All workers shall be paid the Sangamon County prevailing wage rate. Contractors and subcontractors are required to use the city's ePrismsoft software to upload payroll information. This software will track compliance with the local labor requirement (50% or more).

Completion of this application does not entitle the applicant to financial assistance. Any such assistance must be approved by City Council.

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CITY OF SPRINGFIELD TIF PROJECT APPLICATION

Section 1: Applicant Information

*Attach Certificate of Good Standing issued in the last six months

Is the applicant the property owner or a developer? (check one)

☑ Property Owner ☐ Developer

Applicant Name:	Robert Mitchell
Co-Applicant:	Yolonda Rice
Mailing Address:	
Business Name:	541 E. Black Ave. Partners, LLC
Business Address:	1 Adloff Lane
State of Organization:	IL
Phone Number:	708-397-1198 404-207-2875
Email:	yriceusa@yahoo.com
FEIN:	TBD

Type of business:

☐ Sole Proprietorship
☐ Partnership
☐ For-Profit Corporation
☐ Nonprofit Corporation
☑ Limited Liability Company
☐ Other _____

Section 2: Property Information

*Attach current interior and exterior photos

PIN(s):	14-22-0-326-065
Project Address:	541 E. Black Ave, Springfield , IL 62702
Parcel Current Use:	multi family

At project completion, who will occupy the site:

Individual tenants under annual lease with hospitatily services

Completion of this application does not entitle the applicant to financial assistance. Any such assistance must be approved by City Council.

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Section 3: Evidence of Site Control

A. If the applicant owns the project site, attach a copy of the deed.

Also include:

Mortgage Holder(s): See purchase agreement attached

Annual Mortgage Payment (P&I)

Outstanding Balance of Mortgage:

Name, address, and phone numbers of other persons or entities having an ownership interest in the property to be redeveloped

Yolonda Rice - RE Investor, Property Manager and Financial Consultant = 708-307-1198

Robert Mitchell - General Contractor and RE Investor - 404-207-2875

B. If the applicant has a contract or option to purchase the project site, attach a copy of the purchase/option contract.

Also include:

Date contract was signed: March 2, 2025

Closing / expiration date: May 15, 2025

Section 4: Project Information

*Attach project description that includes detailed scope of work and architectural renderings

*Attach detailed construction budget, as applicable

Current Fair Market Value: $ 485,000.00

Current EAV: $ 1,500,000

Current Property Tax: $ 9,000.00

Anticipated Future Tax: $ 15,000.00

General Contractor: To Be Selected

Address & Phone:

Architect: Martin Engineering / J Petty Associates

Address and Phone: 3695 S 6th Street

Springfield, IL 62703

217-698-8900

Projected start and end dates: May 2025 - Dec 2025

Completion of this application does not entitle the applicant to financial assistance. Any such assistance must be approved by City Council.

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CITY OF SPRINGFIELD TIF PROJECT APPLICATION

Section 5: Financing

*Attach letter of support or other documentation demonstrating financial capacity

Total Project Cost: $3,152,170

Financing: ☐ Bank ☑ Private ☐ Other

(1) Bank Contact: Caryle Capital

Address & Phone: 3 Park Plaza, Suite 780

Irvine, CA 92614

877-700-1914

(2) Bank Contact:

Address & Phone:

Upon request, the applicant shall provide any market and financial feasibility studies, appraisals, environmental reports, or other information provided to private lenders for the project.

Identify the total TIF assistance requested and financial gap:

$2,362,170 financial gap

$945,651 Tif Assistance (30% of budget)

Has any other government assistance been provided to the applicant or property (grants, tax incentives, or other economic benefits)?

☐ Yes ☑ No

If yes, describe the type and amount of assistance provided:

Seeking a grant from the Illinois DECO due April 7, 2025

Seeking potential funds from the Post Foundation in conjuction with the Historical Society

Seeking to setup a OZF to raise capital

Project reviewed and approved by Advantage Illinois financing

Section 6: Housing (If Applicable)

Number of units: 14 to 18

Total square footage: 14,000.00

Anticipated Rents: 1,200 00/unit/month

Target Market: hospital staff, non-campus nursing students, govt. staff

Completion of this application does not entitle the applicant to financial assistance. Any such assistance must be approved by City Council.

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Section 7: New Business (If Applicable)

*Attach business plan, including expertise of key management personnel

Business Name:	Post-O-Tel	
Jobs Created:	Full Time:	Part Time:
	20	10
Description:	Hospitalty and maintenance staff as well as the staffing of the resturant and security	
	Seasonal employment for landscaping	

Section 8: Conflict of Interest Disclosure

Is any owner of the business, land or building, or any tenant, or any of the project developers:

- an elected or appointed official of the City of Springfield;
- related to an elected or appointed official of the City of Springfield; or
- routinely contracts with the City of Springfield to provide goods or services?

☑ No
☐ Yes (Explain):

Application Checklist

- ☑ Pre-application meeting with OPED staff
- ☑ Complete application form
- ☑ Certificate of Good Standing
- ☑ Interior & exterior photographs
- ☑ Proof of site control (deed or contract)
- ☑ Project Description
- ☑ Architectural Renderings
- ☑ Detailed Project Budget
- ☑ Financial Capacity Demonstration
- ☑ Business Plan

Completion of this application does not entitle the applicant to financial assistance. Any such assistance must be approved by City Council.

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REDEVELOPER AGREEMENT

BETWEEN

THE CITY OF SPRINGFIELD, ILLINOIS AND
541 EAST BLACK AVE. PARTNERS, LLC

THIS AGREEMENT, entered into on or as of the _____day of_____, 2025 by and between **CITY OF SPRINGFIELD, ILLINOIS,** a municipal corporation, by and through the Office of Planning and Economic Development (which together with any successor municipal corporation or public body hereinafter designated by or pursuant to law, is hereinafter called "City" or "Office of Planning and Economic Development"), exercising its governmental powers pursuant to the 1970 Constitution of the State of Illinois, and having its office at 800 East Monroe Street, Springfield, Illinois 62701, and **541 EAST BLACK AVE. PARTNERS, LLC**, an Illinois limited liability company located at 1 Adloff Lane, Springfield, Illinois 62703, hereinafter called "Redeveloper".

WITNESSETH

WHEREAS, the City has adopted a program for the Redevelopment Project Area (as hereinafter defined) known as the Peoria Road Area Tax Increment Redevelopment Plan, in the City of Springfield, pursuant to "The Tax Increment Allocation Redevelopment Act, as amended" 65 ILCS 5/11-74.4-1, et seq. (hereinafter referred to as the "Act,");and

WHEREAS, pursuant to the provisions of the Act, the City, has adopted a Tax Increment Redevelopment Plan and Project (hereinafter referred to as the "Plan") pertaining to the redevelopment of the Peoria Road Area Tax Increment Redevelopment Plan, a copy of which Plan is on file with the City Clerk of the City of Springfield; and

WHEREAS, the Redeveloper is a Corporation whose intent is to redevelop 541 E. Black Ave. for rental housing and hospitality services; and

WHEREAS, the Redeveloper has assembled financial commitments from private investments and local government, to accomplish the redevelopment of 541 E. Black Ave.; and

WHEREAS, in order to enable the City to achieve the objectives of the Plan in accordance with the uses set forth therein, the City intends to assist the Redeveloper in the rehabilitation of the aforesaid property; and

WHEREAS, the City believes that the project is in the best interest of the City and the health, safety, morals and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state, and local laws; and

WHEREAS, the Redeveloper has represented that it possesses the experience and qualifications to undertake this project and the City, therefore, deems it appropriate to enter into this Agreement with Redeveloper; and

WHEREAS, it is contemplated that pursuant to this Agreement, the City shall provide the

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Redeveloper financial assistance in a total amount not to exceed Nine Hundred Forty-Two Thousand Fifty-One dollars ($942,051.00) of incurred cost to assist Redeveloper with the rehabilitation of 541 E. Black Ave. to accomplish these purposes on the aforementioned property utilizing tax increment financing in accordance with the Act; and

WHEREAS, the Redeveloper is willing to develop the Site upon the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual obligations of the parties hereto, each of them does hereby covenant and agree as follows:

SECTION 1: DEFINITIONS

A. Definition of Terms

Certain terms used in this Agreement shall have the following meanings unless their content or use clearly indicates otherwise. Other terms may also be defined elsewhere in this Agreement.

"Act" means the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74 .4-1, et seq., and as it amended and supplemented from time to time.

"Agreement" means this Redeveloper Agreement and all addenda and exhibits hereto.

"Authorized Representative" means such person as from time to time designated to act on behalf of the Redeveloper in a written certificate furnished to the Office of Planning and Economic Development, containing the specimen signature of such person and signed on behalf of the Redeveloper by a corporate officer or partner or other representative, as appropriate. Such certificate may designate an alternate or alternates.

"City" means the City of Springfield, Illinois.

"Plan" or "Development Plan" shall have the meaning set forth in the preamble to this Agreement.

"Project" means: redevelopment of 541 E. Black Ave., Springfield, Illinois in accordance with the terms and conditions of this Agreement and the law.

"Project costs" means only those costs as specified in the particular provision.

"Redeveloper "means 541 EAST BLACK AVE. PARTNERS, LLC, and its successors.

"Redevelopment Assistance", sometimes "Assistance", means any payments to be made to Redeveloper from available tax increment funds for the Project.

"Site" means the real property located at 541 E. Black Ave., Springfield, Illinois, at which the Project is to be located.

B. Construction of Words

The words "hereof," "herein," "hereunder," and other words of similar import refer to this

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Agreement as a whole.

Unless otherwise specified, references to articles, sections and other subdivisions of this Agreement are to the designated articles, sections and other subdivisions of this Agreement as originally executed.

The headings of this Agreement are for the convenience of reference only and shall not define or limit the provisions hereof.

SECTION 2: PURPOSE OF AGREEMENT AND ASSISTANCE

A. Purpose of Agreement

The purpose of this Agreement is to provide funds to the Redeveloper in order to complete the Project at the Site consistent with the terms and conditions of this Agreement. Only work that is reimbursed with the Redevelopment Assistance shall be governed by this Agreement.

B. Redevelopment Assistance to the Redeveloper

1. The City agrees, upon the terms and conditions in this Agreement, to provide Redevelopment Assistance in an amount not to exceed Nine Hundred Forty-Two Thousand Fifty-One dollars ($942,051.00) or 14.4% of incurred costs, whichever is less, to assist the Redeveloper with the Project. Redevelopment Assistance shall only be used by the Redeveloper for eligible expenses as proscribed in the Peoria Road Area Tax Increment Redevelopment Plan and the Tax Increment Allocation Redevelopment Act, as amended 65 ILCS 5/11-74.4-1, et seq.

2. The Redevelopment Assistance to be provided to the Redeveloper shall be as follows:

Reimbursement for acquisition and costs of rehabilitation of building at 541 E. Black Ave., in Springfield, Illinois, including Site acquisition, permitting, interior demolition, mold remediation, site surveys, architectural drawings and renderings, and full interior/exterior rehabilitation (plumbing, framing, electrical, HVAC (including water heaters and furnaces), roofing, insulation, wall repair, painting, windows, siding, gutters, doors, trim, kitchen and bathroom upgrades (cabinets, vanities, tile), flooring, shelving, stair and walkway improvements, parking/driveway work, landscaping, and overall construction management).

3. All Assistance to the Redeveloper Parties shall only be provided upon City approval of cost receipts, other supporting information and lien waivers submitted to City by the Redeveloper. City shall provide Assistance in 7 installments not to exceed the following amounts and in accordance with the following schedule:

$342,051.00 in City fiscal year 2026
$100,000.00 in City fiscal year 2027
$100,000.00 in City fiscal year 2028
$100,000.00 in City fiscal year 2029
$100,000.00 in City fiscal year 2030
$100,000.00 in City fiscal year 2031
$100,000.00 in City fiscal year 2032

Redeveloper shall submit requests for reimbursement in requisitions containing verified bills or statements of suppliers, contractors, or professionals together with appropriate lien waivers for the work for which reimbursement is being requested. Within 30 days of receipt of a requisition, City shall either (i) approve the bills for reimbursement, or (ii) notify Redeveloper in writing of any bills disapproved for reimbursement with an explanation provided to Redeveloper so that Redeveloper may cure any defects and resubmit disapproved bills for reimbursement. In the event the City determines Tax Increment Available Funds are insufficient to reimburse all approved projects from the Peoria Road Area TIF Special Allocation Fund due to funds not yet received from expected tax increments, all reimbursements will resume at such time, in a chronological sequence payable to specific project submission requests that meet the required conditions of each specific applicable redevelopment agreement (such as lien waivers, certified payroll, etc.), as the Peoria Road Area TIF Special Allocation Fund accumulates fund sufficient to enable reimbursement as determined by the City. Redeveloper shall fulfill all contingencies and request initial reimbursement within 12 months of the date this Agreement is signed by the City. An extension may be granted upon mutual agreement of the Parties. If funds are not accessed within the 12 month period, or mutually agreed upon extension, the City has the right to terminate or suspend the Assistance and the ordinance. This Agreement does not authorize an expenditure of City funds in excess of the amount authorized by the City Council unless the City Council specifically approves an additional expenditure. Redeveloper agrees and acknowledges that absent such prior approval, it proceeds at its own risk with no guarantee of payment if the amount billed to the City exceeds the amount authorized by the City Council.

C. Undertaking of Redeveloper

The Redeveloper agrees to rehabilitate 541 E. Black Ave. in accordance with the law and this Agreement. The Redeveloper further agrees to invest gross funds in sufficient amounts to complete the Project.

SECTION 3: CONDITIONS PRECEDENT TO RECEIVING TIF ASSISTANCE

Prior to receiving Redevelopment Assistance, the Redeveloper shall furnish to the Office of Planning and Economic Development, the following, all to be satisfactory to the Office of Planning and Economic Development in both form and substance:

A. All applicable organization documents and filings for the Redeveloper and all resolutions necessary to effect the obligations of the Redeveloper pursuant to this Agreement;

B. Plans, including an updated Site Development Cost Analysis, including bids and estimates for work to be performed, showing all projected costs incidental to completion of the work along with a proposed completion schedule shall be submitted to the Office of Planning and Economic Development no later than sixty (60) days after the signing of this Agreement, unless an extension is granted by mutual agreement. All work to be performed shall be let by sealed competitive bidding and shall follow the procedures outlined in Chapter 38 of the City of Springfield, Illinois Code of Ordinances, 1988, as amended. In the event that Redeveloper desires to perform the work itself, it shall obtain three (3) estimates from the other contractors. Redeveloper then shall charge its total costs in an amount not to exceed the lowest bid. In the event Redeveloper performs the work pursuant to this paragraph, Redeveloper shall still be required to submit to the City all invoices, timesheets, and receipts verifying performance of the work. In all cases, Redeveloper shall retain a copy of all bids and/or estimates received for a period of five (5) years from completion of the Project.

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The City shall be allowed reasonable access to all such bids and/or estimates;

C. Firm commitments for financing necessary to complete the Project, from sources and in the form acceptable to the Office of Planning and Economic Development, or a demonstration of financial capacity sufficient to complete the Project;

D. Internal Revenue Service taxpayer identification number for the Redeveloper;

E. If applicable, a Certificate of Authority to do business in the State of Illinois;

F. Registration of Redeveloper, contractors and subcontractors through EPrism software for the reporting of Prevailing Wage;

G. Documentation and verification that Redeveloper has paid State Prevailing Wage;

H. Copies of all contracts, itemized invoices and paid receipts to verify expenses for the project. All receipts must be separated by specific project;

I. No debts or money owed to the City, no outstanding City violations, and no City liens against the Site In the event there is debt or money owed to the City, or there are City liens against the Site, the Redeveloper shall have a valid repayment agreement with the City in writing, which is current on all payments and not past due or in arrears of any payments owed pursuant to the terms of said repayment agreement. Any new repayment agreement entered into as a result of this Agreement, shall be made in equal installments for a period not to exceed six (6) months after the expiration of this Agreement. Any such new repayment agreement which exceeds $5,000 shall be approved by the Office of Corporation Counsel; and

J. Such other documents, resolutions and other items reasonably required by the City, including copies of all project labor agreements for the Project.

Redeveloper shall be entitled to make periodic requests for reimbursement, as long as all conditions precedent are met and Redeveloper is not in breach of any of the terms of this Agreement.

SECTION 4: REDEVELOPER'S OBLIGATIONS AND RIGHTS

A. Conformance to Federal, State and Local Requirement

All work shall conform with all applicable Federal, State and local laws, regulations, and ordinances including but not limited to building codes, prevailing wage laws, subdivision, zoning and life safety codes.

B. Changes Project

If, during the course of initial rehabilitation, the Redeveloper desires to make any changes in any portion of the Project which materially affects the appearance, function, or implementation of the Project, the Redeveloper shall submit the proposed change to the City Council for its approval. All other changes must be submitted to the Office of Planning and Economic Development for approval under this Agreement, and a response to such changes shall be given to

Redeveloper within ten (10) days. Any approval in changes by the City Council or Office of Planning and Economic Development shall not constitute approval of any plans that are already or are required to be approved by the Building and Zoning Department for compliance with life, health, safety, building, and zoning regulations.

C. Time Limitations

The Project shall commence no later than thirty (30) days after receipt of a building permit from Building and Zoning, and it shall be completed no later than June 30, 2026, unless otherwise mutually agreed to in writing by the Parties. All invoices and paid receipts shall be submitted to the City within 3 months after completion of the Project, unless otherwise mutually agreed to in writing by the Parties.

D. Commencement and Completion Requirements

The Redeveloper agrees for itself, and its successors, that it shall promptly begin and diligently prosecute the completion of the Project.

E. Progress Reports

Until completion of the Project has been made, the Redeveloper shall make progress reports to the Office of Planning and Economic Development on a bi-monthly basis in such detail as may be reasonably requested by the Office of Planning and Economic Development. Such progress reports may take the form of an AIA Contractor's Affidavit or by any other means approved by the Office of Planning and Economic Development.

F. Redeveloper's Responsibility

It is expressly understood that the Redeveloper shall bear the sole responsibility of completing the Project in an appropriate manner consistent with the Development Plans and consistent with all other requirements of this Agreement. Redeveloper agrees that all work must be completed in conformity with applicable building and zoning laws of the City.

G. No Obligations of City of Springfield

The Redeveloper acknowledges and understands that the City shall not have any obligation to complete the Project, expressly including any environmental clean-up which may be required under any environmental laws or regulations. The Redeveloper also acknowledges and understands that this Agreement does not result in any contractual obligation by the City for approval of permits, licenses, plans, etc. that may be necessary for completion of the Project. The Redeveloper further acknowledges and understands that the City is not responsible or liable for any potential tax implications which may arise as a result of receiving TIF funds. To the extent you are concerned about tax implications, you should consult a tax professional.

H. Certificate of Completion

Promptly after completion of the Project, Redeveloper shall provide to the Office of Planning and Economic Development a Certificate of Final Completion executed by Redeveloper, certifying

that the Project has been completed in accordance with the approved plans and specifications, and has been performed in a good and workmanlike manner and in accordance will all applicable governmental requirements. Said Certificate may be executed by Redeveloper's designated project architect only if Redeveloper provides to the City written authorization of such designation. If the Office of Planning and Economic Development disputes the sufficiency or accuracy of the Certificate of Final Completion, the Office of Planning and Economic Development shall, within thirty (30) days after receipt of such Certificate, provide Redeveloper with a written statement indicating in what respects Redeveloper has failed to perform the relevant work in accordance with the provisions of this paragraph.

I. Recapture of Grant Funds

If the Redeveloper does not comply with this Agreement, the Redeveloper shall, within thirty (30) days of notice of default by the City, repay to the City the amount of any funds disbursed. The City shall have the right to enforce this Agreement by an action at law or in equity, for any form of relief that may be available under Federal, State or local law including recapture of all grant proceeds disbursed.

J. Lien Waivers & Prevailing Wage

1. This Agreement calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* ("the Prevailing Wage Act"). The Prevailing Wage Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For more information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: http:// www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Prevailing Wage Act, including but not limited to, all wage, notice and record keeping duties. Redeveloper expressly agrees that any construction or rehabilitation work performed using TIF funds shall be performed at a rate of employee pay (whether the Project is contracted or subcontracted to third parties) equal to and consistent with the rates established for Sangamon County under the Illinois prevailing wage law. All contracts issued for such work shall expressly contain the requirements of this provision. All contracts for construction pursuant to the construction work shall provide that all contractors and subcontractors furnish contractor's affidavits in the form provided by state statute and that the waivers of lien be required for all payments made, and Redeveloper agrees to require all contractors and subcontractors to comply with the requirements of the Prevailing Wage Act, this Agreement and the state Prevailing Wage Act.

2. All requests for interpretations of or determinations concerning the applicability of the Prevailing Wage Act must be directed to the Illinois Department of Labor.

3. Redeveloper, contractors and subcontractors who are parties to contracts involving public works projects must submit certified payroll records on a monthly basis to the City pursuant to 820 ILCS 130/5 *et seq.*, as amended. Redeveloper, contractors and subcontractors must also submit a certification of the following with each submission: (1) the records are true and accurate, (2) The hourly rate paid is not less than the general prevailing rate in Sangamon County, Illinois,

and (3) s/he is aware that filing a certified payroll knowing such to be false is unlawful. At the same time as submitting the certified payroll records as described above, Redeveloper, contractors and subcontractors shall also submit a second set of certified payroll records where the following information has been redacted/blackened out/removed: social security number, driver's license number, employee identification number, biometric identifiers, personal financial information, passwords or other access codes, medical records, home and personal telephone numbers, personal email addresses, home address and personal license plates. All certified payroll records and certifications shall be submitted and reported through EPrism software. Redeveloper, contractors and subcontractors must register and report Prevailing Wage through EPrism in order to receive reimbursement.

4. If the information provided reasonably shows a violation of the Prevailing Wage Act, then the City shall notify the bidder of the possible violation by certified mail. If the Redeveloper does not cure the violation, or provide the City with sufficient information demonstrating compliance with the Prevailing Wage Act within five business days of receipt of the written notice of possible violation, then the City, after consulting with the Office of Corporation Counsel, shall refer this matter to the Illinois Department of Labor for the purpose of conducting an investigation and hearing to determine whether a violation has occurred.

5. It is a mandatory requirement upon the Redeveloper or its Construction Manager to post the applicable Prevailing Wage Rates for each craft or type of work or mechanic needed to execute the contract, project, or work to be performed, (820 ILCS 130/4 *et. seq.*).

6. Pursuant to section 38.15 of the City Code, public works projects in excess of $50,000 require a project labor agreement. This Agreement calls for the construction of a "public works project" within the meaning of section 38.15 of the City Code, and Redeveloper and its contractors and subcontractors shall comply with the terms thereof.

K. Disclosure of Information

Redeveloper shall provide the City the following:

1. A complete, accurate and truthful listing and description of all citations, complaints, summons, decisions, determinations, judgments, or other allegations or findings relating to any violation of state or federal laws, which protect the health, safety, or welfare of workers, including but not limited to the Occupational Health and Safety Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the National Labor Relations Act, the Federal Civil Rights Act, the Illinois Human Rights Act, the Illinois Wage and Hour Law, and the Prevailing Wage Act, filed against it or any entity, including joint ventures and partners, and also including parent and subsidiary corporations or entities; and

2. A statement that the Redeveloper and each contractor (including sub-contractors) performing work for the Project are a participant in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.

3. A statement that the Redeveloper and each contractor (including sub-contractors) performing work for the Project have not been found by the Illinois Department of Labor to be in violation of the Prevailing Wage Act within the two year period.

4. If any of the information above is found to be inaccurate, then the City may, at its sole option and in its sole discretion, terminate this Agreement. Under such circumstances, any and all TIF Assistance provided shall be immediately returned to the City.

L. Outstanding Violations and Debts to the City

The Redeveloper agrees during the term of this Agreement to remain current on any valid repayment agreement with the City and not past due or in arrears of any payments owed pursuant to the terms of said repayment agreement; maintain the Site in good condition, free from any new or addition City violations; and free from any new or additional City liens against the Site.

In the event the Redeveloper breaches a valid repayment agreement with the City and becomes past due or in arrears of any payments owed pursuant to the terms of said repayment agreement, or otherwise incurs any new or additional debt to the City during the term of this Agreement, the City shall be entitled to withhold any payment of funds pursuant to Section 37.17 of the City Code.

SECTION 5: REPRESENTATIONS OF THE REDEVELOPER

The Redeveloper represents, warrants and agrees as the basis for the undertakings on its part herein contained as follows:

A. Organization and Authorization

The Redeveloper represents and warrants that it is qualified to do business in the State of Illinois and has power to enter into and by proper action have been duly authorized to execute and deliver this Agreement.

B. Non-Conflict or Breach

The Redeveloper represents and warrants that the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement, do not conflict with or result in a breach of any of the terms, conditions, or provisions of any restrictions, agreement or instrument to which it is now a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon the Site or upon any assets of it under the terms of any instrument or agreement to which it is now a party or by which it is bound.

C. Restriction on Redevelopment Assistance Funds

None of the funds will be used to provide working capital for the Redeveloper within the meaning of Section 103(b) of the Internal Revenue Code and the Regulations promulgated thereunder.

D. Non-Impairment of Federal Income Tax Exemption

The Redeveloper will not cause the funds to be utilized in such a manner as to, or take any action which would impair the exemption from federal income taxation of the interest on outstanding bonds, issued, or to be issued by the City.

E. Certifications

The Redeveloper certifies that no person directly associated with the Project has been convicted of a felony, or, if so convicted, at least five years have passed since completion of sentence as of the effective date of this Agreement, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the Redeveloper. 30 ILCS 500/50-10.

The Redeveloper certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the Redeveloper has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five years prior to the date of the bid contract. The Redeveloper acknowledges that the City shall declare this Agreement void if this certification is false.

The Redeveloper certifies that they are not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If Redeveloper has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and are in compliance with that agreement, Redeveloper shall so state.

SECTION 6: ADDITIONAL COVENANTS OF THE REDEVELOPER

A. Redeveloper's Existence; Operation of the Site

The Redeveloper and its successors and assigns will at all times operate or continue the operation of the Site so that it constitutes a "redevelopment project" within the meaning of the Act and in accordance with the Peoria Road Area Tax Increment Redevelopment Plan.

B. Indemnification Covenants

The Redeveloper agrees for themselves, successors and assigns, to indemnify defend and hold the City and its officers and employees harmless against all claims by or on behalf of any person, firm or corporation, arising (i) from the conduct or management of, or from any work or thing done on, or any work or activity connected to the Site; (ii) any breach or default on the part of the Redeveloper or its successors or assigns in the performance of any of its obligations under or in respect of this Agreement; (iii) any act or omission, including negligence, of the Redeveloper or any of its agents, contractors, servants, employees or licensees; (iv) any violation by the Redeveloper or its successors or assigns of any laws, statutes, easements, conditions, restrictions, building regulations, zoning ordinances, environmental statutes and regulations or land use regulations affecting the Site or the Project; (v) any act or omission, including negligence, of any assignee, lessee or sublessee of the Redeveloper, or any agents, contractors, servants, employees or licensees of any assignee, lessee, or sublessee of the Redeveloper; (vi) any violation by the Redeveloper of state or federal securities law in connection with the offer and sale of shares, memberships or partnerships in the Redeveloper or any part of the Site; or (vii) any performance

by the City of any act requested by the Redeveloper or its successors and assigns other than willful misconduct of the City. The Redeveloper agrees to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made or action brought based upon any such claim in respect of which indemnity may be sought against the Redeveloper, upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Redeveloper shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the City unless the employment of the counsel has been specifically authorized by the Redeveloper.

C. Fees

The Redeveloper will pay and keep current all City fees in the nature of sewer user fees, permit fees and the like, that may from time to time apply to the Site, provided, however, said party may, after giving notice to the City, and after posting bond or other security satisfactory to the City in its reasonable judgment, at its own expense, contest in good faith such fees in which event it may permit such fees to remain unpaid during the period of such contest and any appeal therefrom.

D. Use Maintenance

Redeveloper will use the Site consistent with the Plan. The Redeveloper shall also maintain the Project as provided herein.

E. Taxes

During the existence of the Tax Increment Financing District, the Redeveloper will not protest any real estate assessments or real estate taxes on the Site without the express written consent of the Mayor or their designee. It is expressly intended that the covenant made in this Section shall be a covenant remaining with the land for the benefit of and enforceable by the city.

F. Participate in Hearing

The Redeveloper will participate in any public hearing(s) necessary for the implementation of the Plan as related to this Project.

G. Payment of Taxes

During the term of this Agreement, the Redeveloper shall promptly pay all real estate taxes and sales taxes.

H. Record Memorandum

The Redeveloper will execute a memorandum of this Agreement to be recorded in the records of the Office of the Recorder of Deeds, Sangamon, County, Illinois, indicating in substance that the Site is subject to the terms and conditions of this Agreement.

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I. Conveyances

1. The Redeveloper will not transfer or assign all or any part of its interest, except for collateral purposes when and if required by Redeveloper's commercial lender, in this Agreement without the express written consent of the City's mayor or his/her designee, such consent shall not be unreasonably withheld.

2. During the existence of the Tax Increment Financing District, the Redeveloper agrees that all conveyances shall be to persons and/or legal entities, which are not exempt from ad valorem taxes levied against taxable real property located at the Site.

J. Insurance

The Redeveloper agrees to maintain all necessary insurance with respect to the site in sufficient amount to protect both the interests of the City and Redeveloper to and on the site. Redeveloper and his insurer shall weigh the risks and determine an amount sufficient to meet this obligation.

K. Maintenance and Repair

The Redeveloper agrees that it shall keep, maintain and repair in good fashion the improvements to be constructed on the Site.

L. No Damages for Delay

The Redeveloper agrees to make no claim for damages for delay in the performance of this Agreement occasioned by any act or omission to act of the City or any of its representatives, or because of any injunction which may be brought against the City or its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the Project as provided herein.

SECTION 7: COMMENCEMENT AND COMPLETION

A. Commencement and Completion

The Redeveloper shall cause the Project to be commenced and to be completed with due diligence and in good faith, and without delay. Redeveloper shall cause the Project to be completed in a good and workmanlike manner in accordance with, and in all respects compliant with, all applicable laws, rules, permits, requirements, and regulations of any governmental agency or authorities having or exercising jurisdiction over the Site including all environmental statutes and regulations.

B. Contract Prohibitions

Unless otherwise previously agreed by the City in writing, all contracts let by Redeveloper or Redeveloper contractor in connection with the Project shall contain a prohibition against any material change in the plans without the Office of Planning and Economic Development's prior written consent being had thereto, which consent shall not be unreasonably withheld.

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SECTION 8: LIABILITY INSURANCE

Prior to any disbursement from the TIF Assistance, Redeveloper or Redeveloper's contractor shall procure and deliver to the City and shall maintain in full force and effect until each and every one of the obligations of Redeveloper contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and during any period of construction, demolition and/or rehabilitation, contractor's liability insurance under the comprehensive liability insurance to be not less than One Million Dollars ($1,000,000) each occurrence and Five Million Dollars ($5,000,000) total, and worker's compensation insurance with employer's liability coverage, all such policies to be in such form and issued by such companies as shall have been approved in writing by City (which approval shall not be unreasonably withheld) to protect City and Redeveloper against any liability incidental to the use of or resulting from any accident occurring in or about the Site or the demolition and site preparation work, the improvements or the construction and improvements thereof. Each such policy shall contain an affirmative statement by the issuer to give written notice to City at least thirty (30) days prior to any cancellation or amendment of its policy and shall name the City as an additional insured.

SECTION 9: RIGHTS OF INSPECTION: AGENCY

The City or its designee shall have the right at any time and from time to time during business hours upon prior reasonable notice to enter upon the Site for the purposes of inspection provided that the City and its agents shall not interfere with the Project and shall abide by the rules of the Redeveloper or its contractor or subcontractors for the protection of workers or visitors, and to ensure compliance with applicable laws. If the City, in its reasonable judgment, determines that any work and materials are not in conformity with the Plans as the same were theretofore approved in writing by City, or with any applicable laws, regulations, permits, requirements or rules of any governmental authority having or exercising jurisdiction thereover or not otherwise in conformity with sound building practice, City shall promptly notify Redeveloper in writing of same and the Redeveloper shall cause such deficiency to be corrected.

SECTION 10: EVENTS OF DEFAULT AND REMEDIES

A. Events of Default

The following shall constitute Events of Defaults with respect to this Agreement:

1. Representations

If any material representation made by the Redeveloper or the City in this Agreement, or in any certificate, notice, demand or request made by a party hereto, in writing and delivered to another party hereto pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or

2. Breach

Default in the performance or breach of any covenant, warranty or obligation of a party in this Agreement or in any other instrument executed by the Redeveloper to the benefit of City and continuance of such default or breach for a period of thirty (30) days after another party

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hereto has given written notice thereof to such defaulting party hereto unless the other parties hereto shall agree to an extension of such time; or

3. Involuntary Bankruptcy

The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of a party hereto in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of a party hereto for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days; or

4. Voluntary Bankruptcy

The commencement by a party hereto of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by any such entity to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of the Redeveloper or of any substantial part of such entity's property, or the making by an such entity of any assignment for the benefit of creditors or the failure of the Redeveloper in furtherance of any of the foregoing.

B. Remedies on Default

1. Specific Performance or Damages

Upon the occurrence of any Event of Default, the City may institute such proceedings as may be necessary or desirable at its option to cure or remedy such default or breach, including but not limited to, proceedings to compel specific performance by the Redeveloper in default or breach of its obligations. Redeveloper hereby waives any right to claim: consequential, exemplary, equitable, loss of profits, punitive or tort damages.

2. Restore Positions

In case any party hereto shall have proceeded to enforce its right under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the said moving party, then and in every such cause the Redeveloper and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Redeveloper and the City shall continue as though no such proceeding have been taken.

C. Agreement to Pay Attorney's Fees and Expenses

In the event Redeveloper should default under any of the provisions of this Agreement and City incurs expenses for the collection of payments due under this Agreement or the enforcement of any obligation under this Agreement, the Redeveloper agrees that the City will be entitled to attorney fees and it will on demand therefore pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

D. Non-Payment of Real Estate Taxes or Sales Taxes

In the event that real estate taxes or sales and use taxes owed by the Redeveloper is not paid within thirty (30) days from the date that said taxes are due and owing during the term of this Agreement, the City, may, at its option, (a) make payment to the special tax allocation fund pertaining to the Redevelopment Project Area in which the Site is located a sum in the amount equal to the sum which the special tax allocation fund would have received from the real property taxes or sales and use taxes had the real estate taxes or sales and use taxes been paid, or (b) make payment of the real property taxes due and owing on the Site. The amounts so advanced by the City shall be immediately due and owing from the Redeveloper to the City and shall bear interest from the date of payment at the rate of local prime as stated by Bank of Springfield on a per annum basis until paid. The City shall have a lien against the Site for all amounts paid together with interest and all expenses incurred in the recovery of said amounts. The City may bring such actions as it may deem appropriate to enforce payment and/or foreclose the lien against the Site.

SECTION 11: OTHER RIGHTS AND REMEDIES OF CITY: NO WAIVER BY DELAY

A. No Waiver by Delay

Any delay by either Party in instituting or prosecuting any actions or proceedings or otherwise asserting its right under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that neither Party shall be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default involved; nor shall any waiver in fact made by either Party hereto with respect to any specific default under this Section be considered or treated as a waiver of the rights of that Party, with respect to any other defaults under this Section or with respect to any defaults under any Section in this Agreement or with respect to the particular default, except to the extent specifically waived in writing.

For the purposes of any of the provisions of this Agreement neither the City nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the completion of the Project for redevelopment or progress in respect thereof, in the event of forced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state, or local government, acts of the other party, fires, floods, epidemics, quarantine restrictions, labor disturbances (including strikes or lockouts or concerted activities), embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Redeveloper with respect to completion of work, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section within thirty (30) days after the beginning of any such forced delay, shall have first notified the other party therefore in writing, of the cause or causes thereof, and requested an extension of the period of enforced delay. Such extensions of schedule shall be agreed in writing by the parties hereto.

B. Rights and Remedies Cumulative

The rights and remedies of the parties to this Agreement (or their successors in interest)

whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same default or breach by the defaulting party.

SECTION 12: DELAY IN PERFORMANCE

For the purposes of any of the provisions of this Agreement neither the City nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the completion of the Project for redevelopment or progress in respect thereof, in the event of enforced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state, or local government, acts of the other party, fires, floods, epidemics, quarantine restrictions, labor disturbances (including strikes or lockouts or concerted activities), embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Redeveloper with respect to completion of work, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section within thirty (30) days after the beginning of any such forced delay, shall have first notified the other party therefore in writing, of the cause or causes thereof, and requested an extension of the period of enforced delay. Such extensions of schedule shall be agreed in writing by the parties hereto.

SECTION 13: EQUAL EMPLOYMENT OPPORTUNITY

The Redeveloper, for itself and its successors and assigns, agree that during the completion of work provided for in this agreement that the following will apply:

A. Non-Discrimination

The Redeveloper and its contractor and subcontractors shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, ancestry, marital status, sexual orientation, or handicap unrelated to ability or national origin. The Redeveloper and its contractor and subcontractors shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, ancestry, marital status, sexual orientation, or handicap unrelated to ability or natural origin. Such action shall include but not limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship, the Redeveloper and/or its contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non- discrimination clause.

B. Advertising

The Redeveloper and its contractor and subcontractors shall in all solicitation or advertisements for employees placed by or on behalf of the Redeveloper or its contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, ancestry, marital status, sexual orientation, or handicap unrelated to ability or national origin.

0005-927

C. Non-Compliance

In the event of the Redeveloper non-compliance with the non-discrimination clause ofthis Section, the City may cancel, terminate or suspend this Agreement in whole or in part.

D. Mandatory Inclusions of Provisions

The Redeveloper shall include the provisions of Subsections "A" and "B" of this Section in every contract or purchase order, and will require the inclusions of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor, subcontractor, or vendor as the case may be.

SECTION 14: TITLES OF ARTICLES AND SECTIONS

Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of references only and shall be disregarded in construing or interpreting any of its provisions.

SECTION 15: CONFLICT OF INTEREST

Unless otherwise specifically authorized by the City Council, no member, officer, or employee of the City or its designees or agents and no member of the governing body of the City during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, with the respect to which this Agreement shall apply.

SECTION 16: DRAFTS NOT OFFER

No draft of or negotiations regarding this Agreement shall be construed to constitute an offer any party hereto, and no party shall be obligated in connection with the matters stated herein until this Agreement has been executed and delivered by all parties hereto.

SECTION 17: SEVERABILITY

If any provisions of this Agreement are found to be illegal, invalid or unenforceable, the remainder of this Agreement shall not be affected by such finding, and the parties shall negotiate in good faith to agree upon a substitute provision, which substitute provision shall provide to the extent possible under applicable law, the benefits expected to be derived by the parties under this Agreement.

SECTION 18: WRITTEN AMENDMENT REQUIRED: ENTIRE AGREEMENT

No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the party or parties to be bound by such change. This Agreement and the Exhibit(s) hereto contain the entire agreement between the parties.

SECTION 19: NOTICES

Any notice, request, demand, consent, approval or other communication required or permitted

under this Agreement must be in writing and will be deemed to have been given when personally delivered or deposited in any depository regularly maintained by the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to the party for whom it is intended at the following address:

If to City to:	Office of Planning and Economic Development 800 East Monroe Street, Room 107 Springfield, Illinois 62701
With a copy to:	City's Corporation Counsel at: Office of Corporation Counsel Room 313 Municipal Center East 800 East Monroe Street Springfield, Illinois 62701
If to Redeveloper:	541 East Black Ave. Partners, LLC Attn: Yolonda Rice, Registered Agent 1 Adloff Lane Springfield, IL 62703

Any party may add additional addresses or changes its address for purposes of receipt of any such communication by giving five (5) days written notice of such change to the other parties in the manner prescribed in this Article.

SECTION 20: BINDING EFFECT

The covenants, conditions, representations, warranties and agreements contained in this Agreement will bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

SECTION 21: GOVERNING LAW

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

SECTION 22: COUNTERPARTS

If this Agreement is executed in two or more counterparts, each shall constitute one and the same instrument and shall be recognized as an original instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused their respective seals to be affixed and attested thereto as of the date first written above in this Agreement.

ATTEST:

CITY OF SPRINGFIELD, ILLINOIS
A Municipal Corporation

_____ **By:**_____

Charles L. Redpath, Sr., City Clerk **Misty Buscher, Mayor**

REDEVELOPER:

541 EAST BLACK AVE. PARTNERS, LLC

By:_____
Yolonda Rice, Manager

STATE OF ILLINOIS)
)
COUNTY OF SANGAMON)

On this_____day of_____, 2025, before me personally appeared **Yolonda Rice**, known to me to be the person who executed the above and foregoing TIF Agreement and who this day represented to me that he/she is duly authorized to execute this Redevelopment Agreement and executed this TIF Agreement as his/her free act and deed, in his representative capacity, for the uses and purposes therein set forth.

_____
Notary Public

S:\Agreements\TIF Agreements\Peoria Road TIF\Redevelopment Agreement 541 E. Black (7.23.25).docx

2025-227

ORDINANCE FACT SHEET

DATE OF 1st READING: 08.06.2025

CONTACT PERSON: Julia Griffin

OFFICE REQUESTING: OPED

PHONE NUMBER: 217.789.2377x5455

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

FISCAL IMPACT: $942,051

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT AND THE ALLOCATION OF UP TO $942,051 IN REDEVELOPMENT ASSISTANCE FROM THE PEORIA ROAD TIF FOR THE ACQUISITION AND REHABILITATION OF 541 E. BLACK AVE, SPRINGFIELD, ILLINOIS

CONTRACTOR / VENDOR NAME: 541 E. Black Ave. Partners, LLC **VENDOR NO:** Applied For

CONTRACT TERM: 6/20/2026 **Change in Scope Yes** ☐ **No** ☐

CONTRACT AMOUNT: $942,051 (Original amount if change order) **Change Order #** **Additional Amount**

Method of Purchase (check one)

☐ Low Bid
☐ Low Bid Meeting Specs
☐ Low Evaluated Bid
☑ Other: TIF
☐ 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	037	111	DEVL	PEOR	2110	$942,051
2						
3						
4						

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

STAFF ANALYSIS

The total TIF request is $942,051 (14.4% of the total project cost). The City shall provide assistance in installments. For the first fiscal year, the City will pay out three hundred forty-two thousand fifty-one dollars ($342,051). For the remaining fiscal years, the City will pay out six equal installments of one hundred thousand dollars ($100,000) per year for six years (City fiscal years 2027, 2028, 2029, 2030, 2031, and 2032).

FUNDS CHECK BY: Justin Wingerter **Date:** 7/24/25

DIRECTOR / SUPERVISOR: **Date:** 7/23/25

CITY PURCHASING AGENT: J Michael Lesko **Date:** 07/24/2025

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

The information supplied on this form is not confidential information.

2025-327

AN ORDINANCE AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE SPRINGFIELD-SANGAMON COUNTY REGIONAL PLANNING COMMISSION FOR 2025 PLANNING SERVICES AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED $200,000.00 FROM JANUARY 1, 2025, THROUGH DECEMBER 31, 2025

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

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*,) provide that units of local government may contract or otherwise associate among themselves to obtain or share services; and

WHEREAS, it is in the best interest of the City of Springfield to enter into an agreement with the Springfield-Sangamon County Regional Planning Commission ("SSCRPC") for planning services in areas which are within subdivision jurisdiction of the City, annexation petitions being considered by the City Council, and areas within the comprehensive planning jurisdiction of the City from January 1, 2025, through December 31, 2025; and;

WHEREAS, SSCRPC is willing and able to provide these services in an amount not to exceed $200,000.00; and

WHEREAS, a copy of the 2025 Planning Service Agreement shall be on file in the Office of the City Clerk.

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

Section 1: That the City Council hereby authorizes execution of an Intergovernmental Cooperation Agreement with the Springfield-Sangamon County Regional Planning Commission for planning services in areas which are within subdivision jurisdiction of the City, annexation petitions being considered by the City Council, and areas within the comprehensive planning jurisdiction from January 1, 2025, through December 31, 2025. The Mayor and City Clerk are authorized to execute any necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to the Springfield-Sangamon County Regional Planning Commission (SPR5700) in an amount not to exceed $200,000.00 from account number 001-107-GENC-VARI-1232 in accordance with the terms of the Agreement.

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

PASSED:_____**, 2025**

RECORDED: _____**, 2025**

ATTEST:_____
City Clerk Charles L. Redpath Sr.

SIGNED:_____**, 2025**

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

7-30-25
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

2025-328

2025 PLANNING SERVICE AGREEMENT
BETWEEN THE
SPRINGFIELD-SANGAMON COUNTY REGIONAL PLANNING COMMISSION
AND THE
CITY OF SPRINGFIELD

THIS AGREEMENT is entered into as of the _____ day of _____ 2025 by and between the Springfield-Sangamon County Regional Planning Commission (hereinafter referred to as the "Commission") and the City of Springfield (hereinafter referred to as the "City").

The parties hereto do mutually agree as follows:

A. **PERIOD OF AGREEMENT.** This agreement shall remain in full force and effect for a period of one (1) year, January 1, 2025 through December 31, 2025.

B. **AREA COVERED.** The Commission shall perform planning services in the geographic areas as follows: areas within the corporate limits of the City of Springfield, areas which are the subject of subdivision jurisdiction and of annexation petitions being considered by the Council of the City of Springfield, and areas within the comprehensive planning jurisdiction of the City of Springfield.

C. **STAFF.** The Commission shall maintain a permanent professional planning staff capable of performing, or causing to be performed, the planning services contained hereunder.

D. **PLANNING SERVICES.** The Commission shall perform, in a satisfactory manner, the planning services enumerated in the following paragraphs:

Land Development

(1) Review and evaluate in cooperation with the City departments, proposed zoning, variances, subdivisions, large-scale developments, planned unit developments, and planned experimental development projects being considered by the City. In accordance with City ordinance and regulations, conduct committee meetings and public hearings concerning the proposed projects. Provide technical recommendations, administer and maintain files, maps and records, and provide technical assistance to citizens and developers.

(2) Serve as Plat Officer in accordance with State requirements. Coordinate with the City Engineer to ensure access and road improvement fees are acceptable.

(3) Serve as a technical resource to City staff on other issues reasonably related to land development.

General Planning Services

(1) Monitor population, housing and land use. Review and analyze all Bureau of the Census population estimates for the City and make recommendations accordingly. Census maps will be maintained.

2025-328

(2) Serve as the local A-95 review clearinghouse in accordance with State and Federal requirements. Maintain files and report findings to appropriate Federal agencies.

(3) Prepare and maintain maps for City and public use as requested by the City. Maps may include zoning, subdivisions, annexations, fire protection districts, TIF Districts, Enterprise Zones, and other miscellaneous maps as so requested.

(4) Maintain and provide statistical data, policy reports and other information to assist City departments, businesses, developers, and citizens.

(5) Review all annexations to the City of Springfield and make recommendations of the impact on City services.

(6) Assist City departments in updating development regulations; i.e., subdivision, zoning, large-scale review, planned unit development, storm water management.

(7) Serve as a technical resource related to the implementation of the City's Comprehensive Plan.

Administrative Support

(1) Assist City departments, commissions and elected officials concerning matters of planning as required.

(2) Serve on committees and provide assistance. Committees include Historic Sites Commission, Downtown Springfield Inc., and Chamber of Commerce as required.

(3) Maintain a list of Neighborhood Associations and current officers.

(4) Prepare and distribute agendas and minutes of meetings, financial statements and planning documents.

E. **COMPENSATION.**

(1) **PLANNING SERVICE AGREEMENT**. The City shall reimburse the Commission for the actual costs incurred in performing the planning services under this agreement. Services performed under this agreement shall be performed by employees of the Commission whose work shall be billed at a rate not below twenty-five ($25.00) Dollars per hour and not to exceed eighty ($80.00) dollars per hour plus the Commission's current indirect rate. It is expressly understood and agreed that in no event will compensation exceed the maximum sum of one hundred, eighty-five thousand dollars ($185,000.00).

(2) **SPECIAL PROJECT(S)**. The City shall reimburse the Commission for the actual costs incurred in performing planning services for the completion of Special Project(s) agreed to by the Commission and authorized by the City Council but not included in this Agreement. Services shall be performed by employees of the Commission whose work shall be billed at a rate not below twenty-five ($25.00) dollars per hour and not to exceed eighty ($80.00) Dollars per hour plus the Commission's current indirect rate. It is expressly understood and agreed that in no event will compensation for Special Project(s) exceed the maximum sum of fifteen thousand dollars ($15,000.00).

This agreement does not authorize an expenditure(s) of City funds in excess of the amounts authorized by the City Council unless the City Council specifically approves an expenditure in addition to the expenditures authorized in (1) and (2) above. The Commission agrees and acknowledges that absent such prior approval, it proceeds at its own risk with no guarantee of payment if the amount billed to the City exceeds the amount authorized by the City Council.

F. **METHOD OF PAYMENT.** Such compensation will be paid in every case subject to receipt of a requisition for payment on a quarterly basis from the Commission specifying the costs incurred in performing planning services under this agreement.

G. **PROGRESS AND PARTICIPATION.** The Commission shall submit to the City written quarterly progress reports indicating the status of work. The Commission shall attend meetings of the City upon request. The City shall be notified of and receive minutes of the Commission's meetings.

H. **CHANGES.** The City or Commission may, from time-to- time, request changes in the scope of services of the Commission to be performed hereunder. Such changes, including any increase or decrease in the amount of the Commission's compensation, which are mutually agreed upon by and between the City and the Commission shall be incorporated in written amendments to this agreement.

BY: _____
MAYOR, CITY OF
SPRINGFIELD, ILLINOIS

DATE: _____

BY: _____
ACTING EXECUTIVE DIRECTOR
SPRINGFIELD-SANGAMON COUNTY
REGIONAL PLANNING COMMISSION

DATE: _____

ATTEST: _____
CITY CLERK

2005 200

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
DATE OF 1ST READING: 08-06-2025

OFFICE REQUESTING: Office of Budget and Mngmnt **CONTACT PERSON:** Ramona Metzger
PHONE NUMBER: 217-789-2191

EMERGENCY PASSAGE: No [X] Yes [ ] If yes, explain justification.

TYPE OF ORDINANCE: Intergovernmental Agreement **FISCAL IMPACT:** $200,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE SPRINGFIELD-SANGAMON COUNTY REGIONAL PLANNING COMMISSION FOR THE 2025 PLANNING SERVICES AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED $200,000.00 FROM JANUARY 1, 2025 THROUGH DECEMBER 31, 2025

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)
2025 Service Planning Agreement

CONTRACTOR / VENDOR NAME: Springfield-Sangamon County Regional Planning Commission. **VENDOR NO:** SPR5700

CONTRACT TERM: 01-01-2025 through 12-31-2025 **Change in Scope** Yes [ ] No [X]

CONTRACT AMOUNT: $200,000.00 (Original amount if change order) | **Change Order #** | **Additional Amount**

Method of Purchase (check one)

[ ] Low Bid [X] Other / Exception:
[ ] Low Bid Meeting Specs [ ] Sole Source / OEM
[ ] Low Evaluated Bid [ ] Prof Service [ ] Joint Purchase

Previous Ord #'s _____

Is Purchasing Agent approval required? No [ ] Yes [ ]
Is Purchasing Agent approval attached? No [ ] Yes [ ]
Code Provision: _____

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
001	107	GENC	VARI	1232	$200,000.00

FUNDS CHECK BY: Justin Wingerter **Date:** 7/29/25

DIRECTOR / SUPERVISOR SIGNATURE Ramona Metzger **Date:** 7/29/2025

CITY PURCHASING AGENT: J Michael Lesko **Date:** 07/29/2025

COMMENTS

SIGN OFF: _____ (Mayor's Signature) GEM Ramona Metzger (Director of OBM)

The information supplied on this form is not confidential information.

AN ORDINANCE AUTHORIZING SETTLEMENT OF A WORKERS' COMPENSATION CLAIM FOR KENNETH LOCKHART, AN OFFICE OF PUBLIC WORKS EMPLOYEE, FOR CASE NUMBER 24-WC-022811 IN THE AMOUNT OF $21,938.75

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, Kenneth Lockhart is currently employed at the City of Springfield as an Operating Engineer for the Office of Public Works. He was hired on February 13, 2024; and

WHEREAS, on August 9, 2024, Mr. Lockhart filed a workers compensation claim for case number 24-WC-022811 and is willing to settle his claim in the amount of $21,938.75 representing a permanent partial disability of 5% loss of a man as a whole; and

WHEREAS, Livingstone Mueller, Bima, & Murphy, P.C., the City's workers' compensation advisors have recommended that settlement of Mr. Lockhart's workers' compensation claim for case number 24-WC-022811 in the amount of $21,938.75 would be in the best interest of the City.

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

Section 1: That the City Council hereby approves settlement in the amount of $21,938.75 to Kenneth Lockhart, a current City of Springfield Operating Engineer with the Office of Public Works, for workers compensation case for claim number WC-24-022811, representing permanent partial disability of 5% loss of a man as a whole. The Mayor and the City Clerk are hereby directed to sign the Settlement Agreement on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay a lump sum of $21,938.75 from Account Number 074-107-BMGT-WCMP-2205 as provided in the Settlement Agreement to Kenneth Lockhart and his attorney Ben Sgro.

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

PASSED: _____, **2025**

RECORDED: _____, **2025**

ATTEST: _____
City Clerk Charles L. Redpath Sr.

SIGNED: _____, **2025**

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

7-30-25
Office of Corporation Counsel /Date

Requested by: Mayor J. Misty Buscher

ORDINANCE FACT SHEET FOR WORKERS' COMPENSATION CLAIMS

CASE INFORMATION:

WORKERS' COMPENSATION CASE#: 24WC022811

WORKERS' COMPENSATION CLAIM #: W004396049

WORKERS' COMPENSATION COMMISSION DECISION#:

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

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

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

NAME OF EMPLOYEE: Kenneth Lockhart

ATTORNEY: Ben Sgro

DEPARTMENT: Public Works

JOB TITLE: Operating Engineer

STATUS: X CURRENT EMPLOYEE ☐FORMER EMPLOYEE

DATE OF ACCIDENT: 8/09/24

DESCRIPTION OF ACCIDENT: Driving backhoe back to garage when another driver ran the stoplight at 6th and Monroe striking the backhoe.

% OF LOSS OF USE: 5% MAW - $21,938.75
10 2/7 weeks TTD - $10,029.00

OBM INFORMATION FOR AWARDS ONLY:

AMOUNT OF AWARD: $ INTEREST PAID: $

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

SIGN OFF APPROVAL FOR ORDINANCE

MAYOR'S OFFICE _____ **OBM**_____

2025-329

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
DATE OF 1ST READING: 08/062025

OFFICE REQUESTING: Corporation Counsel **CONTACT PERSON:** Greg Moredock
PHONE NUMBER: 789-2393

EMERGENCY PASSAGE: No [x] [ ] If yes, explain justification.

TYPE OF ORDINANCE: Work Comp Settlement **FISCAL IMPACT:** $21,938.75

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT TO KENNETH LOCKHART, A CURRENT CITY OF SPRINGFIELD OPERATING ENGINEER, TO SETTLE A WORKERS' COMPENSATION CLAIM FOR CASE #24WC022811 IN THE AMOUNT OF $21,938.75.

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

CONTRACTOR / VENDOR NAME: Kenneth Lockhart & Attorney Ben Sgro **VENDOR NO:** _____

CONTRACT TERM: _____ **Change in Scope** Yes [ ] No [x]

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

Method of Purchase (check one)

[ ] Low Bid [x] Other: _____
[ ] Low Bid Meeting Specs [ ] Exception: _____
[ ] Low Evaluated Bid Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No [x] Yes [ ]
Is Purchasing Agent approval attached? No [x] 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	BGMT	WCMP	2205	$21,938.75
2						
3						
4						

FUNDS CHECK BY: Justin Wingerter **Date:** 7/10/25
DIRECTOR / SUPERVISOR SIGNATURE **Date:**
CITY PURCHASING AGENT: J Michael Lesko **Date:** 07/10/2025

COMMENTS

Kenneth Lockhart, re-hired on 02/13/2024, as an Operating Engineer employee reported a work injury on August 9, 2024. Mr. Lockhart filed a workers compensation claim (Case# 24WC022811) and is willing to settle in the amount of $21,938.75. Livingstone, Mueller, Bima & Murphy, also recommend payment in the amount of $21,938.75 to settle (Case# 24WC022811).

SIGN OFF:

(Mayor's Signature) CEM (Director of OBM)

The information supplied on this form is not confidential information.

AN ORDINANCE AMENDING CHAPTER 170, SECTION 170.17.15 OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, PERTAINING TO GRASS AND WEED VIOLATIONS

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

WHEREAS, it is in the best interest of the City to amend Chapter 170, Section 170.17.15 of The 1988 City of Springfield Code of Ordinances, as amended, pertaining to grass and weed violations.

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

Section 1: That the City Council hereby amends Chapter 170, Section 170.17.15 of The 1988 City of Springfield Code of Ordinances, as amended, pertaining to grass and weed violations as shown on attached Exhibit "A".

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

Section 3: That this ordinance shall become effective after its passage, recording and publication in pamphlet form.

PASSED:_____**, 2025**

RECORDED:_____**, 2025**

ATTEST:_____
City Clerk Charles L. Redpath Sr.

SIGNED:_____**, 2025**

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

7-31-25
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher
Alderman Brad Carlson

EXHIBIT A

§ 170.17.15 - Abatement of garbage, solid waste, grass and weeds.

(a) Grass and weeds. The owner, occupant, lessee, or contract for deed buyer of any premises shall remove or have removed from any premises growth of grass and/or weeds ten inches or greater in height. The premises shall include any portion of the public right-of-way not improved by a street or sidewalk which abuts or is adjacent to the premises, including, but not limited to, the areas commonly known as parkways or parkway strips (the area between a sidewalk and street) and boulevards. It shall be the ultimate responsibility of the owner to keep the premises free of any accumulation of growth of grass and/or weeds ten inches or greater in height. Any employee, agent or party doing business on behalf of the City of Springfield may enter upon the land or any part thereof of another for the purpose of abating the growth of grass and/or weeds and shall not be liable for trespassing onto land notwithstanding the presence of any printed or written notice forbidding entry being posted on the land. Notice shall be given in the following manner:

(1) For lots with an occupied structure, the notice to abate the growth of grass and/or weeds ten inches or greater in height may be given to the owner of the property by personal service or by regular mail with postage prepaid. All notices shall state that the removal of the growth of grass and/or weeds shall be performed within the time specified from the date of the notice. The maximum time limit to abate the growth of grass and/or weeds ten inches or greater in height shall be seven days from the date of mailing the ordinance violation notice, or five days after personal delivery of the ordinance violation notice or the posting of notice on the property. The notice shall further inform the owner, occupant, lessee, or contract for deed buyer that should the grass and/or weeds grow to more than ten inches in height during the remaining calendar year, the city may cut the grass and/or weeds without further notice and the owner or person in control shall be liable to the city for its costs.

(2) For vacant lots or lots with an unoccupied structure, the notice to abate the violation of growth of grass and/or weeds ten inches or greater in height shall be published by the city in a newspaper of general circulation within the city limits. The notice shall be posted once a week for two consecutive weeks any time during the months of April through August for each year. Said notice shall inform all owners of any vacant lot or a lot with an unoccupied structure that the growth of grass and/or weeds ten inches or greater and their existence on any such lot is contrary to the ordinances of the city. The notice shall further inform the public that should the grass and/or weeds grow to more than ten inches in height during the remaining calendar year, the city may cut the grass and/or weeds without further

notice and the owner or person in control shall be liable to the city for its costs. This notice shall be a display advertisement.

~~For purposes of this section~~Any notice required by this section shall be given in accordance with Chapter 39 of the City Code. Notwithstanding the foregoing, any requirement for service of notice by mail on a property owner ~~will~~ shall be deemed sufficient if the notice is addressed to the name and address of the entity which is shown by the records of Sangamon County as the entity responsible for paying property taxes on that property.

If the owner of the property has not abated the violation of growth of grass and/or weeds ten inches or greater within the applicable time limits, the director of public works, or his or her designate, shall cause employees or agents of the city to enter onto the property with the unlawful weed growth and shall abate the violation by cutting such grass and/or weeds and performing any other work necessary to cut such grass and/or weeds.

The director of public works shall calculate the cost to the city of the cutting of such growth, which shall include sums paid to any contractor or contractors hired by the city to cut such growth, the hourly wage plus benefits of any city employee or employees who cut such growth, and a reasonable amount which reimburses the city for the overhead costs of the grass/weed abatement process, including the cost of the mailings, notices, office staff, inspectors, and other personnel necessary to notify owners and abate the growth of grass and/or weeds. The calculation of the overhead cost for mailings, notices, office staff, inspectors, and other personnel shall be presumed to be reasonable unless rebutted by clear and convincing evidence. A bill for the cost of the grass/weed abatement shall be mailed to the owner.

The owner of the property shall have 45 days after the date of mailing the bill for the cost of abating the growth of grass and/or weeds to file a written protest with the office of the treasurer of the cost of such grass/weed abatement. If such written protest is not filed within 45 days, the cost of the grass/weed abatement shall not be questioned in any subsequent proceeding. The owner, or his or her attorney, may review the evidence the city uses at the hearing.

The city shall provide an opportunity for the owner to show by clear and convincing evidence that the cost of the grass/weed abatement should not be a debt of the owner by (1) proving that a document was recorded with the Sangamon County Recorder before the date of the notice of ordinance violation which showed either (a) that another entity was the owner of the property or (b) that the property was subject to a contract for sale in which the contract buyer was responsible for maintenance of the property; (2) that the grass/weeds were less than ten inches in height at the time the grass/weeds were cut by agents or employees of the city; (3) that the city did not follow the notice procedure required by this section or (4) that the costs of the grass/weed abatement were not reasonable. No other defenses are relevant and the owner shall have the burden of proof. If the owner has filed a dispute of abatement within 45 days of postmark date of the mailing of the bill, the city shall conduct an appeals hearing. Such hearing shall be recorded and the person conducting the hearing on behalf of the city shall be empowered to administer oaths and to secure by subpoena both the attendance and testimony of witnesses and the production of relevant books and papers. Persons appearing at such appeals hearing may be represented by counsel at their expense.

(b) Garbage and solid waste. For accumulations of garbage and solid waste, the city shall follow the notice requirements set forth in section 170.10.06 of this Code.

For purposes of this section, any requirement for service of notice by mail on a property owner will be sufficient if the notice is addressed to the name and address of the entity which is shown by the records of Sangamon County as the entity responsible for paying property taxes on that property.

If the owner of the property has not abated the accumulation of garbage or solid waste within the applicable time limits, the director of public works, or his or her designate, shall cause employees or agents of the city to enter onto the property shall abate the violation.

The director of public works shall calculate the cost to the city of the cost of abating the accumulation of garbage or solid waste, which shall include sums paid to any contractor or contractors hired by the city to abate such accumulation, the hourly wage plus benefits of any city employee or employees who abated the accumulation, and a reasonable amount which reimburses the city for the overhead costs of the abatement process, including the cost of the mailings, notices, office staff, inspectors, and other personnel necessary to notify owners and abate the growth of grass and/or weeds. The calculation of the overhead cost for mailings, notices, office staff, inspectors, and other personnel shall be presumed to be reasonable unless rebutted by clear and convincing evidence. A bill for the cost of the abatement shall be mailed to the owner.

The owner of the property shall have 45 days after the date of mailing the bill for the cost of abating the accumulation of garbage or solid waste to file a written protest with the office of treasurer of the cost of such abatement. If such written protest is not filed within 45 days, the cost of the abatement shall not be questioned in any subsequent proceeding. The owner, or his or her attorney, may review the evidence the city uses at the hearing.

The city shall provide an opportunity for the owner to show by clear and convincing evidence that the cost of the abatement should not be a debt of the owner by (1) proving that a document was recorded with the Sangamon County Recorder before the date of the notice of ordinance violation which showed either (a) that another entity was the owner of the property or (b) that the property was subject to a contract for sale in which the contract buyer was responsible for maintenance of the property; (2) that the city did not follow the notice procedure required by this section; (3) that the costs of the abatement were not reasonable; or (4) that a person with no relationship to an owner, tenant or contract purchaser of the property unlawfully deposited garbage or solid waste on the owner's property. No other defenses are relevant and the owner shall have the burden of proof. If the owner has filed a dispute of abatement within 45 days of postmark date of the mailing of the bill, the city shall conduct an appeals hearing. Such hearing shall be recorded and the person conducting the hearing on behalf of the city shall be empowered to administer oaths and to secure by subpoena both the attendance and testimony of witnesses and the production of relevant books and papers. Persons appearing at such appeals hearing may be represented by counsel at their expense.

(c) In the event the costs for abatement of any nuisances described in this section are not paid and the city must resort to collection by the initiation of a collection action in circuit court, a minimum charge of $75 shall be added to the bill to cover the costs of collection and reasonable attorney fees. When the city uses a third party for collections, an additional collection charge equal to the contractual collection fee will be applied. In addition, the city may exercise or impose any rights, remedies, penalties or charges available to it on the underlying debt.

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
DATE OF 1ST READING: 8/6/2025

OFFICE REQUESTING: Council Coordinator
CONTACT PERSON: Alderman Brad Carlson
PHONE NUMBER: 217-789-2000

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

TYPE OF ORDINANCE: CODE CHANGE
FISCAL IMPACT: $

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

SUGGESTED TITLE:

AN ORDINANCE AMENDING CHAPTER 170, SECTION 170.17.15 OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, PERTAINING TO GRASS AND WEED VIOLATIONS.

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
☐ 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						
2						
3						
4						

FUNDS CHECK BY: **Date:**

DIRECTOR / SUPERVISOR SIGNATURE **Date:**

CITY PURCHASING AGENT: **Date:**

COMMENTS

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

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AN ORDINANCE AMENDING CHAPTER 90, SECTION 90.15 OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, TO CHANGE THE LANGUAGE TO CLASS "N" LIQUOR LICENSE

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

WHEREAS, Section 90.15 of the 1988 City of Springfield Code of Ordinances, as amended, currently provides for classification of licenses and fees for alcoholic beverages; and

WHEREAS, it is in the best interest of the City of Springfield to change the language to class "N" code of ordinances, as amended, to allow the sale of beer, spirits, and wine only in the original package for consumption off premises.

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

Section 1: That the City Council hereby amends Chapter 90, Section 90.15 of the 1988 City of Springfield Code of Ordinances, as amended, as follows:

§ 90.15. Classification of licenses and fees.

Licenses to sell alcoholic liquor at retail shall be of the following classes:

(a) – (m) (Language shall remain the same.)

(n) Class N. A class N license shall entitle restaurant licensees to sell alcoholic liquor, at retail, for consumption on the premises and will also allow the sale of beer, spirits, and wine only in the original package for consumption off premises. The annual fee for such license shall be $1,000.

(o) – (Language shall remain the same.)

(Ord. No. 910-11-91, 11-19-91; Ord. No. 354-5-96, § 1(Exh. A), 5-21-96; Ord. No. 426-6-96, § 1(Exh. A), 6-18-96; Ord. No. 854-12-96, § 1(Exh. A), 12-17-96; Ord. No. 158-3-97, § 1(Exh. A), 3-4-97; Ord. No. 371-6-97, § 1(Exh. A), 6-17-97; Ord. No. 348-7-98, § 1, 7-7-98; Ord. No. 588-11-98, § 1, 11-17-98; Ord. No. 555-10-99, § 1(Exh. A), 10-19-99; Ord. No. 125-03-02, § 2, 3-20-02; Ord. No. 318-05-06, § 1, 5-16-06; Ord.No. 497-08-06, § 1, 8-1-06)

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

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

PASSED:_____**, 2025**

SIGNED:_____**, 2025**

RECORDED:_____**, 2025**

_____
Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

7-30-25
Office of Corporation Counsel /Date

Requested by: Mayor Misty Buscher

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
DATE OF 1ST READING: 8/6/2025

OFFICE REQUESTING: Office of Corporation Counsel **CONTACT PERSON:** Gregory Moredock
PHONE NUMBER: 217-789-2393

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

TYPE OF ORDINANCE: Code Change **FISCAL IMPACT:** $

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

SUGGESTED TITLE:

AN ORDINANCE AMENDING CHAPTER 90, SECTION 90.15 OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, TO CHANGE THE LANGUAGE TO CLASS "N" LIQUOR LICENSE.

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
☐ 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						
2						
3						
4						

FUNDS CHECK BY: **Date:**

DIRECTOR / SUPERVISOR SIGNATURE **Date:**

CITY PURCHASING AGENT: **Date:**

COMMENTS

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

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2025-331

AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "N" LIQUOR LICENSES BY ONE FOR SAPORI ENTERTAINMENT GROUP, INC. D/B/A SAPORI PIZZERIA OF SPRINGFIELD, LOCATED AT 1937 & 1941 W. ILES AVENUE

WHEREAS, Sapori Entertainment Group, Inc., has applied for a Class "N" liquor license for the business known as Sapori Pizzeria of Springfield located at 1937 & 1941 W. Iles Avenue; 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 "N" liquor licenses by one for Sapori Entertainment Group, Inc., d/b/a Sapori Pizzeria of Springfield, located at 1937 & 1941 W. Iles Avenue.

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 Busher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested By: Mayor Misty Buscher

7-30-25
Office of the Corporation Counsel / Date

ORDINANCE FACT SHEET
FOR LIQUOR LICENSES

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
8/06/2025	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Sapori Entertainment Group, Inc. d/b/a Sapori Pizzeria of Springfield		
LOCATION:	1937 & 1941 W. Iles Ave.		
EMERGENCY PASSAGE: (Please check one)	YES	X	NO
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	Wants to add package liquor sales to restaurant license they currently have		

Column1	Column2	Column3	Column4
	AA	Tavern license with packaged sales	2:00 a.m.
	A	Tavern license - NO packaged sales	2:00 a.m.
	B	Packaged sales	2:00 a.m.
	B1	Packaged sales	10:00 p.m.
	C	Packaged beer and wine only	2:00 a.m.
	C1	Packaged beer and wine only	10:00 p.m.
	D	In conjunction with restaurant	2:00 a.m.
	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	200 a.m.
	M	Supper Club - NO packaged sales	2:00 a.m.
I	N	Restaurants - Class E or D - beer & wine only as package	
	O	Movie theaters	2:00 a.m.

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

SIGN OFF: _____ _____

Mayor's Signature **Date**

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2025-329
Tracking No.

AN ORDINANCE TO DECREASE THE NUMBER OF CLASS "E" LIQUOR LICENSES BY ONE DUE TO SELL OF BUSINESS BY TSLZ ENTERTAINMENT, LLC D/B/A STARDUST PIZZA & GAMING LOCATED AT 2025 S. MACARTHUR BOULEVARD, UNIT B

WHEREAS, TSLZ Entertainment, LLC currently holds a "Class E" liquor license for the business known as Stardust Pizza & Gaming located at 2025 S. MacArthur Boulevard; and

WHEREAS, the owner has sold the business; and

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

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

Section 1: That the City Council hereby approves a decrease in the number of Class "E" liquor licenses by one.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

_____
Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested By: Mayor Misty Buscher

7-30-25
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET
FOR LIQUOR LICENSES

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
08/06/2025	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	TSLZ Entertainment, LLC dba Stardust Pizza & Gaming		
LOCATION:	2025 S. MacArthur Blvd Unit B		
EMERGENCY PASSAGE: (Please check one)	YES	X	NO
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	Business sold		

Column1	Column2	Column3	Column4
	AA	Tavern license with packaged sales	2:00 a.m.
	A	Tavern license - NO packaged sales	2:00 a.m.
	B	Packaged sales	2:00 a.m.
	B1	Packaged sales	10:00 p.m.
	C	Packaged beer and wine only	2:00 a.m.
	C1	Packaged beer and wine only	10:00 p.m.
	D	In conjunction with restaurant	2:00 a.m.
D	E	In conjunction with restaurant - beer and wine only	2:00 a.m.
	F	Nightclub with packaged sales	2:00 a.m.
	F1	Nightclub - NO packaged sales	2:00 a.m.
	G	Clubs - NO packaged sales	2:00 a.m.
	H	Convention Center - NO packaged sales	2:00 a.m.
	I	Rental Halls - NO packaged sales	2:00 a.m.
	J	Golf Course / Club House - with packaged sales	2:00 a.m.
	K	Hotel - full service - with packaged sales	2:00 a.m.
	L	Hotel - limited service - NO packaged sales	200 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 GFM **Date**

AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "E" LIQUOR LICENSES BY ONE FOR VILLAGE TEA ROOM, INC., D/B/A VILLAGE TEA ROOM, LOCATED AT 3301 ROBBINS ROAD

WHEREAS, Village Tea Room, Inc., has applied for a Class "E" liquor license for the business known as Village Tea Room, located at 3301 Robbins Road; and

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

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

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

Section 1: That the City Council hereby approves an increase in the number of Class "E" liquor licenses by one for Village Tea Room Inc., d/b/a Village Tea Room, located at 3301 Robbins Road.

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

PASSED: _____, 2025

SIGNED _____, 2025

RECORDED: _____, 2025

_____
Mayor Misty Busher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested By: Mayor Misty Buscher

7-30-25
Office of the Corporation Counsel / Date

ORDINANCE FACT SHEET
FOR LIQUOR LICENSES

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
8/6/2025	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Village Tea Room Inc. dba Village Tea Room		
LOCATION:	3301 Robbins Rd.		
EMERGENCY PASSAGE: (Please check one)		YES	X NO
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	Restaurant with beer and wine		

Column1	Column2	Column3	Column4
	AA	Tavern license with packaged sales	2:00 a.m.
	A	Tavern license - NO packaged sales	2:00 a.m.
	B	Packaged sales	2:00 a.m.
	B1	Packaged sales	10:00 p.m.
	C	Packaged beer and wine only	2:00 a.m.
	C1	Packaged beer and wine only	10:00 p.m.
	D	In conjunction with restaurant	2:00 a.m.
I	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	200 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 TO INCREASE THE NUMBER OF CLASS "AA" LIQUOR LICENSES BY ONE FOR FAMOUS LIQUOR & UNIQUE FOOD INC. D/B/A DIRKSEN DISCOUNT LIQUOR & UNIQUE FOOD, LOCATED AT 850 N. DIRKSEN

WHEREAS, Famous Liquor & Unique Food Inc. has applied for a Class "AA" liquor license for the business known as Dirksen Discount Liquor & Unique Food, located at 850 N. Dirksen; 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 "AA" liquor licenses by one for Famous Liquor & Unique Food Inc., d/b/a Dirksen Discount Liquor & Unique Food, located at 850 N. Dirksen.

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 Busher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested By: Mayor Misty Buscher

7-30-25
Office of the Corporation Counsel / Date

ORDINANCE FACT SHEET
FOR LIQUOR LICENSES

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
8/6/2025	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Famous Liquor & Unique Food Inc. dba Dirksen Discount Liquor & Unique Food		
LOCATION:	850 N. Dirksen		
EMERGENCY PASSAGE: (Please check one)		YES	X NO
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	New Business/Tavern with package and food		

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

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

SIGN OFF: _____ _____

Mayor's Signature GEA **Date**

C:\Users\NFallen\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\EG82R9M5\Increase Class AA Famous Liquor Unique Food.docx

Tracking No. 2025-235

AN ORDINANCE TO MOVE THE LOCATION OF A CLASS "A" LIQUOR LICENSE FOR LUCY'S PLACE, LLC, D/B/A LUCY'S PLACE LOCATED AT 2459 S. MACARTHUR BOULEVARD

WHEREAS, Lucy's Place, LLC, has requested the Class "A" liquor license be moved for the business located at 2459 S. MacArthur Boulevard to 2025 S. MacArthur Boulevard; and

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

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

Section 1: That the City Council hereby authorizes the move of Class "A" liquor licenses located at 2459 S. MacArthur Boulevard to 2025 S. MacArthur Boulevard.

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

8-1-25
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET
FOR LIQUOR LICENSES

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
08/06/2025	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Lucy's Place LLC dba Lucy's Place		
LOCATION:	2025 S. MacArthur Blvd.		
EMERGENCY PASSAGE: (Please check one)	YES	X	NO
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	Change of location from 2459 S. MacArthur Blvd. to 2025 S. MacArthur Blvd.		

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

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

SIGN OFF: _____ _____

Mayor's Signature GEM **Date**

AN ORDINANCE APPROVING THE FINAL PLAT FOR THE REDIVISION OF LOT 41 OF THE REDIVISION OF PART OF LOT 41 OF LEGACY POINTE TOWN CENTER PHASE V, DOCKET #2006-054 FOR THE OFFICE OF PUBLIC WORKS, FOR EMERGENCY PASSAGE

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

WHEREAS, the Land Subdivision Committee and the Springfield/Sangamon County Regional Planning Commission have reviewed the final plat of Legacy Pointe Town Center Phase V, as prepared by Jeremy L. Smith – Martin Engineering Company of Springfield, Illinois; 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 recommend the final plat for the Redivision of Lot 41 of the Redivision of Part of Lot 16 of Legacy Pointe Center Phase V, be approved by the City Council.

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

Section 1: That the final plat for Redivision of Lot 41 of the Redivision of Part of Lot 41 of Legacy Pointe Town Center Phase V is hereby accepted and approved by the City Council.

Section 2: That the Mayor is authorized to sign and the City Clerk to attest approval of said plat 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**

RECORDED:_____**, 2025**

ATTEST:_____
City Clerk Charles L. Redpath Sr.

SIGNED:_____**, 2025**

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

Location: Ward 6

2-31-25
Office of Corporation Counsel/Date

REDIVISION OF LOT 41 OF LEGACY POINTE TOWN CENTER PHASE V

SPRINGFIELD, ILLINOIS
FINAL PLAT

CERTIFICATES ATTACHED

HE FINAL PLAT OF THIS SUBDIVISION IS APPROVED BY THE PRINGFIELD – SANGAMON COUNTY REGIONAL PLANNING COMMISSION ND THE CITY ENGINEER, SUBJECT TO THE CERTIFICATIONS SET FORTH I SECTION 151.27 OF THE 1999 SPRINGFIELD CODE, AS AMENDED.

ATED : _____
SPRINGFIELD SANGAMON COUNTY
REGIONAL PLANNING COMMISSION

Y : _____
EXECUTIVE DIRECTOR

_____ _____
MAYOR, CITY OF SPRINGFIELD DATE

_____
ATTEST, CITY CLERK

LEGAL DESCRIPTION

PART OF THE EAST HALF OF SECTION 17, TOWNSHIP 15 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, SPRINGFIELD, SANGAMON COUNTY, ILLINOIS.

AREAS

LOT 41A	2,387,124.704 S.F.± =	54.801 AC.±
LOT 41B	39,590.060 S.F.± =	0.909 AC.±
TOTAL	2,426,714.764 S.F.± =	55.710 AC.±

INDEX OF SHEETS

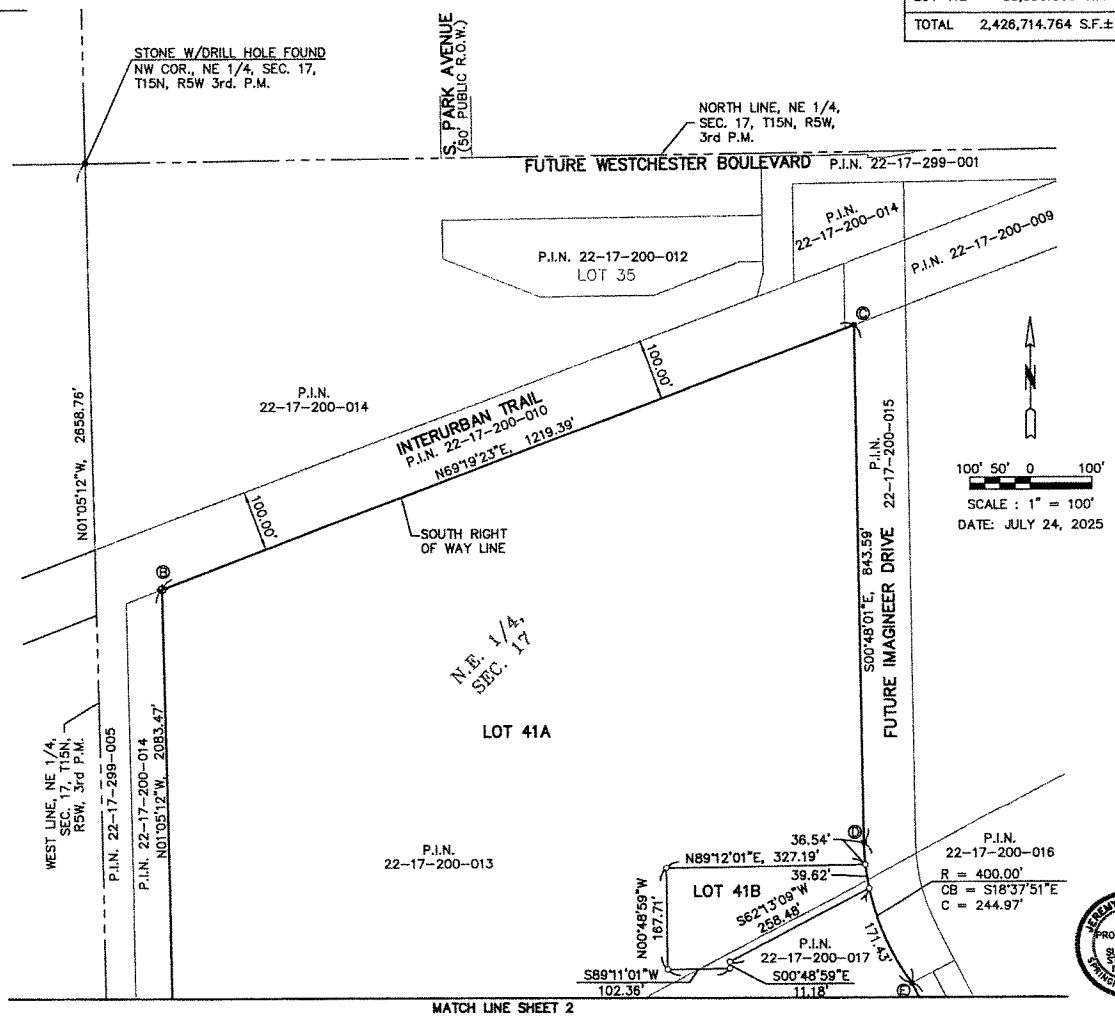
1–2 PLAT OF SURVEY
3–4 EASEMENTS

LEGEND

- STONE FOUND
- 5/8" IRON PIN FOUND
- 5/8" IRON PIN SET
- IRON PIN FOUND IN CONCRETE
- EXISTING PROPERTY LINE
- CENTERLINE
- SECTION LINE

BOUNDARY COORDINATE CHART

CORNER	NORTHING	EASTING
Ⓐ	1122918.6103 ±	2434317.6938±
Ⓑ	1125001.7040 ±	2434278.1841±
Ⓒ	1125432.2665 ±	2435419.0304±
Ⓓ	1124588.7594 ±	2435430.8120±
Ⓔ	1124356.6288 ±	2435509.0718±
Ⓕ	1123995.4968 ±	2435696.2097±
Ⓖ	1123944.3802 ±	2435717.5218±
Ⓚ	1123887.5978 ±	2435747.4357±
Ⓛ	1123684.8683 ±	2435362.6149±
Ⓜ	1123537.4430 ±	2435390.7483±
Ⓝ	1123545.7591 ±	2435342.5317±
Ⓞ	1123349.8082 ±	2435308.7813±
Ⓟ	1123341.6427 ±	2434787.4634±
Ⓠ	1122924.2478 ±	2434794.0013±



NOTES

1. FIELD WORK COMPLETED JULY, 2025.
2. ALL EASEMENTS ALONG IMAGINEER DRIVE, FUTURE IMAGINEER DRIVE, AND FUTURE WESTCHESTER BOULEVARD SHALL BE 20 FEET UTILITY, CATV AND/OR DRAINAGE EASEMENT, UNLESS OTHERWISE SHOWN.
3. NO PART OF THIS PLAT IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. FIRM MAP 17167C0243F & 17167C0410F (AUGUST 2, 2007)
4. BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM – NAD83 (97) WEST ZONE.
5. PLAT DISTANCES & STATIONING ARE IN GRID ENGLISH. TO CONVERT GRID TO GROUND, DIVIDE BY GRID FACTOR. (G.F. = 0.99993923)
6. SETBACKS ARE PER THE APPROVED P.U.D. REGULATIONS.
7. ALL DISTANCES ON CURVES ARE CHORD DISTANCES, UNLESS NOTED OTHERWISE.
9. ACCESS EASEMENTS ARE IN ACCORDANCE WITH THE DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS RECORDED AS DOCUMENT NO. 2009R57695.
10. SETBACKS ARE PER THE APPROVED P.U.D. REGULATIONS.

OWNER/DEVELOPER

LEGACY PARK SPORTS LLC.
2050 WEST ILES AVE., SUITE F
SPRINGFIELD, ILLINOIS 62704
CONTACT: STEVE LUKER (217) 793–3339

ENGINEER & LAND SURVEYOR

MARTIN ENGINEERING COMPANY
3695 S. 6th ST. FRONTAGE RD. WEST
SPRINGFIELD, ILLINOIS 62703
CONTACT: STEVE WALKER (217) 698–8900

RETURN TO:

MEC MARTIN ENGINEERING COMPANY of Illinois
CONSULTING ENGINEERS/LAND SURVEYORS
(ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-004556)
3695 SOUTH SIXTH STREET FRONTAGE ROAD WEST, SPRINGFIELD, ILLINOIS 62703
Phone : (217) 698-8900, Fax : (217) 698-8922, E-Mail : mecmail@martinengineeringco.com

"THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY."

I HEREBY CERTIFY THAT, IN THE MONTH OF JULY, 2025, I MADE A SURVEY OF THE ABOVE DESCRIBED PROPERTY AND THE FOREGOING PLAT REPRESENTS THE RESULTS OF SAID SURVEY.

JEREMY L. SMITH 3804 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS SPRINGFIELD, ILLINOIS

_____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3804

DATE SIGNED : _____

LICENSE EXP. DATE : NOV. 30, 2026

\05336\SURVEY DEPARTMENT\FINAL PLATS\PHASE 5 FINALS\V-FINL-REDIV-LOT41.dwg, SHEET 1

MEC
MARTIN ENGINEERING COMPANY of Illinois
CONSULTING ENGINEERS/LAND SURVEYORS
(ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-004556)
3695 SOUTH SIXTH STREET FRONTAGE ROAD WEST, SPRINGFIELD, ILLINOIS 62703
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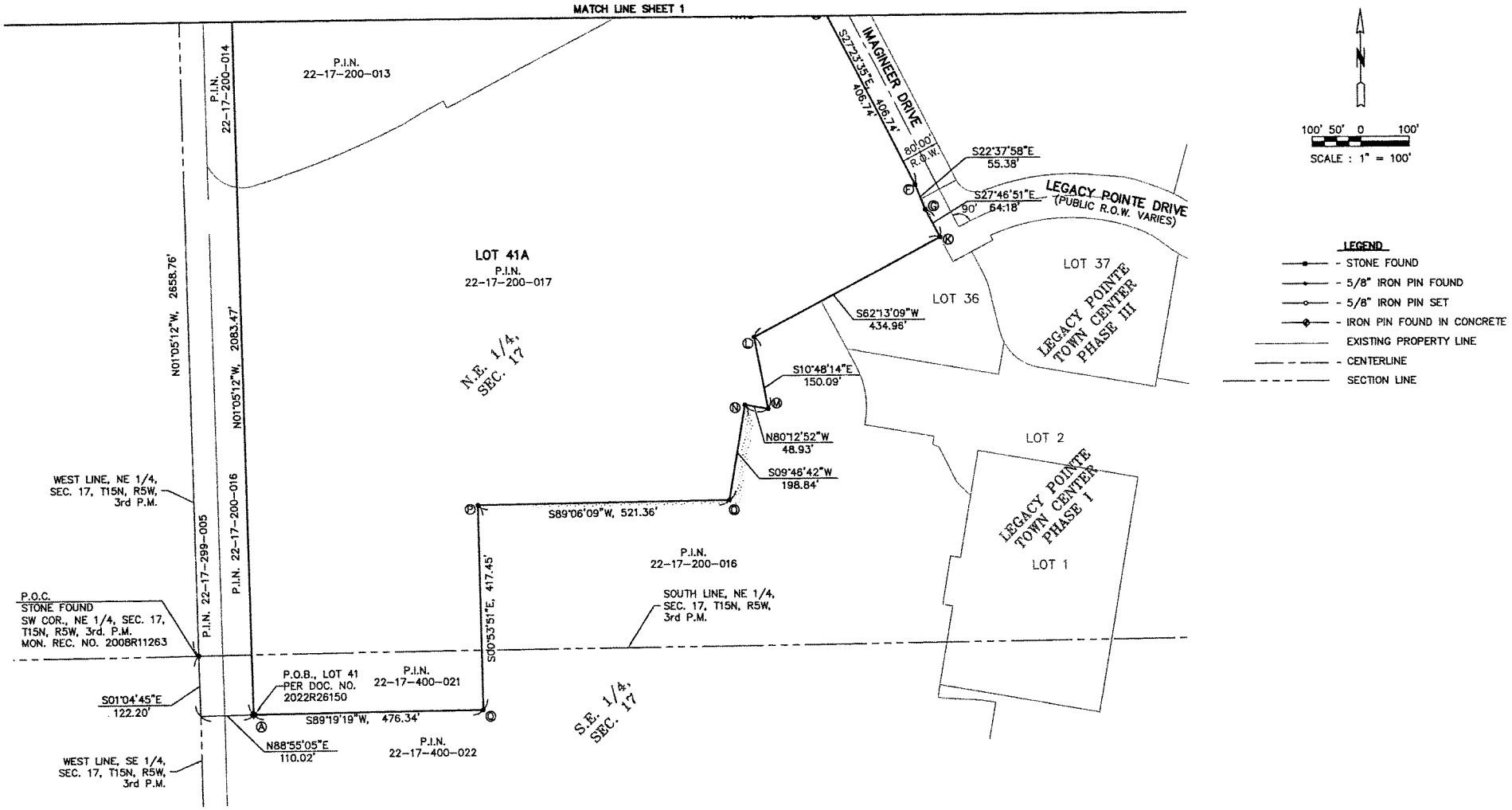

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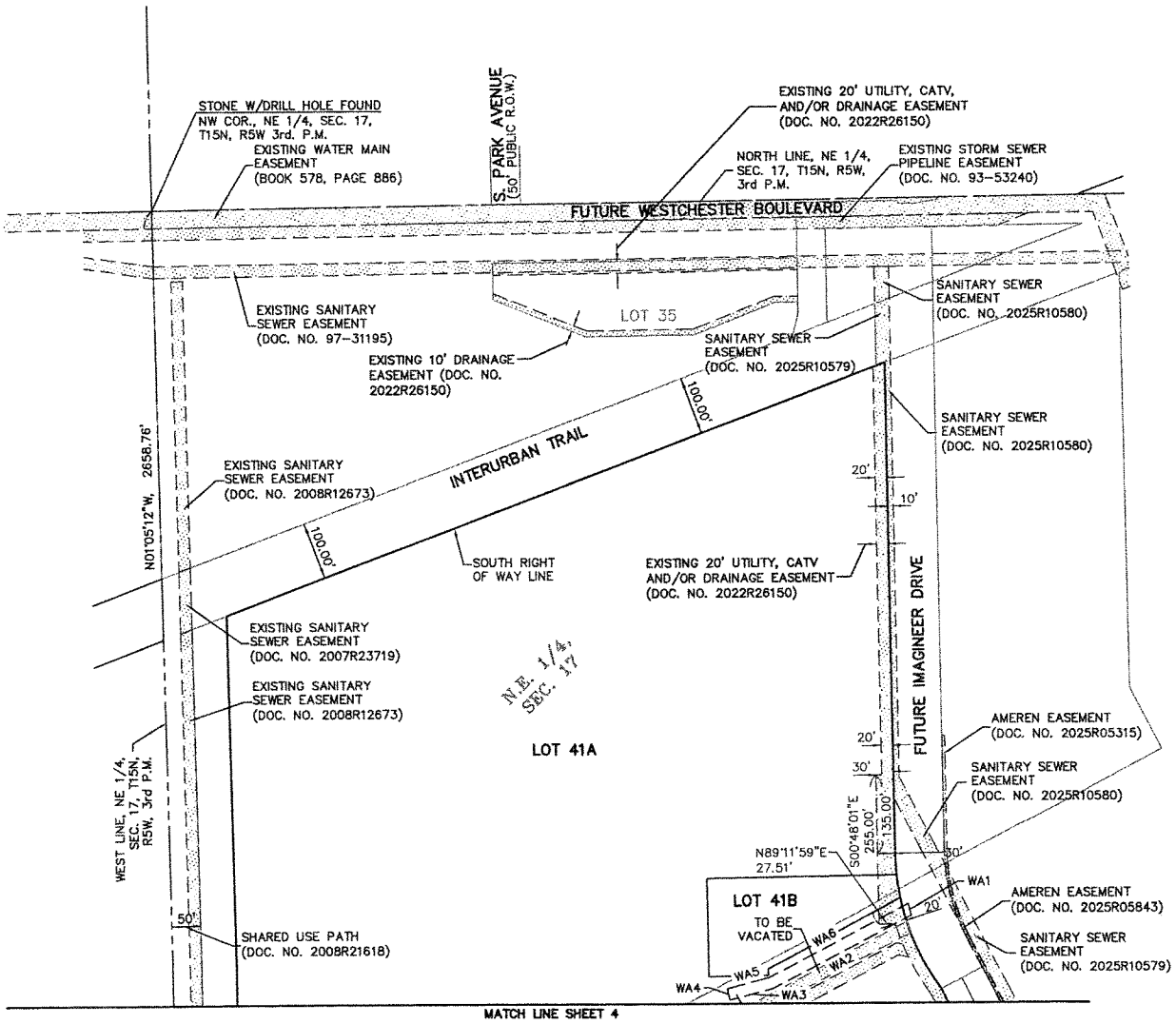


100' 50' 0 100'
SCALE : 1" = 100'

LEGEND

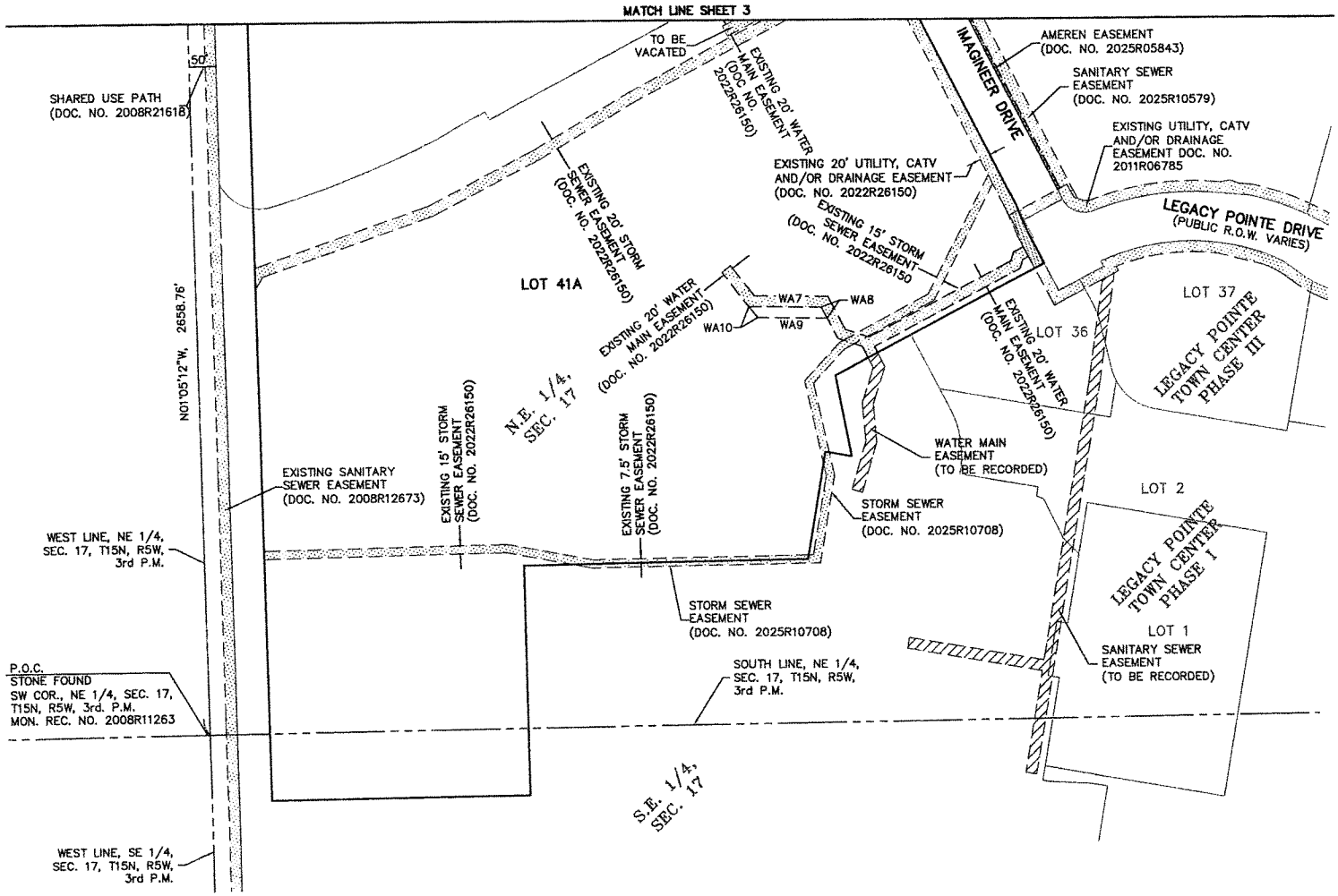
- PROPOSED WATER MAIN EASEMENT
- EXISTING EASEMENT
- OFFSITE EASEMENT (TO BE RECORDED)

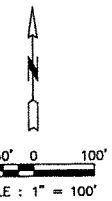
WATER MAIN EASEMENT LINE CHART

LINE	BEARING	DISTANCE
WA1	CB=S14°18'46"E CD=20.54' R=404.25'	
WA2	S62°30'05"W	270.13'
WA3	S75°21'33"W	76.40'
WA4	N14°38'27"W	20.00'
WA5	N75°21'33"E	74.14'
WA6	N62°30'05"E	272.56'
WA7	S89°15'34"E	131.58'
WA8	S27°48'51"E	22.76'
WA9	N89°15'34"W	126.65'
WA10	N37°33'46"W	25.49'

2025-337

MEC
MARTIN ENGINEERING COMPANY of Illinois
CONSULTING ENGINEERS AND SURVEYORS
(ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-004556)
3695 SOUTH SIXTH STREET FRONTAGE ROAD WEST, SPRINGFIELD, ILLINOIS 62703
Phone : (217) 698-8900, Fax : (217) 698-8922, E-Mail : mecmail@martinengineeringco.com





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n:\06535\SURVEY DEPARTMENT\FINAL PLATS\PHASE 5 FINALS\V-FINL-REDV-LOT41.dwg, SHEET 4

SSC RPC Springfield-Sangamon County Regional Planning Commission

MEMO TO: Honorable Mayor Misty Buscher &
Springfield City Council

FROM: Shannan Karrick, Executive Director SK

DATE: July 25, 2025

RE: Redivision of Lot 41 of Legacy Pointe Town Center Phase V – Final Plat

Enclosed is a summary of the Redivision of Lot 41 of Legacy Pointe Town Center Phase V – Final Plat reviewed at the June 5, 2025 meeting of the Land Subdivision Committee of the Springfield-Sangamon County Regional Planning Commission. Included in the summary is the Planning Commission's recommendation to the City Council. Also enclosed is a general location map of this Final Plat 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/EP/SR/st

Enc

cc: Tim Griffin
Dan Crouse
Greg Moredock
Amy Rasing

Room 252 • 200 SOUTH 9TH STREET • SPRINGFIELD, IL 62701-1629 • (217) 535-3110

0005-337

SSC RPC Springfield-Sangamon County Regional Planning Commission

July 25, 2025

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

RE: Redivision of Lot 41 of Legacy Pointe Town Center Phase V – Final Plat

Dear Mr. Redpath,

At the June 5, 2025 meeting, the Land Subdivision Committee of the Springfield-Sangamon County Regional Planning Commission recommended approval of the above referenced Redivision of Lot 41 of Legacy Pointe Town Center Phase V – Final Plat. All conditions of approval have now been met. Transmitted herewith you will find the original and appropriate number of 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 plan on the agenda of the City Council. Said plan shall remain pending on the agenda of the City Council and shall not be approved by the City Council until the appropriate resolution has been prepared by the City Engineering Department.

Sincerely,

Shannan Karrick
Executive Director

SK/EP/SR/st

Enc

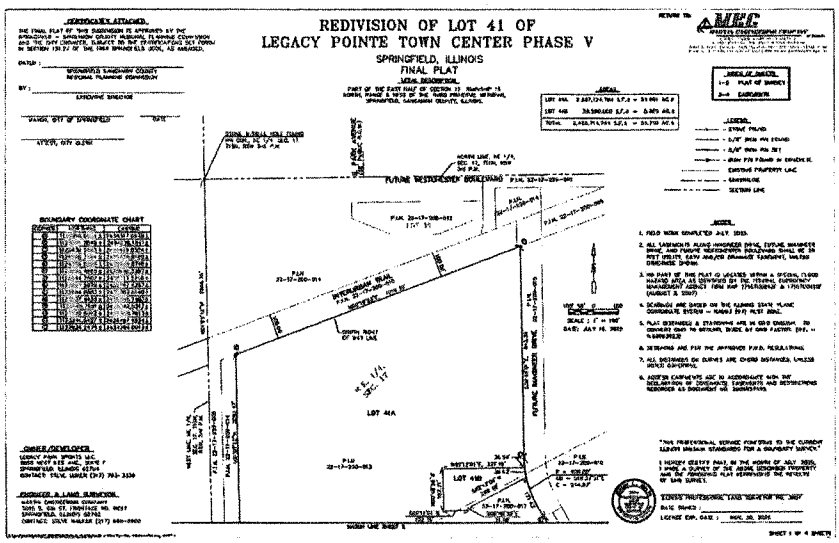
cc: Dan Crouse
Tim Griffin
Greg Moredock
Legacy Park Sports LLC
Martin Engineering Company

Room 252 • 200 SOUTH 9TH STREET • SPRINGFIELD, IL 62701-1629 • (217) 535-3110

2025-337

SSC RPC

PROJECT SUMMARY



Development: Redivision of Lot 41 of Legacy Pointe Town Center - Phase V - Final Plat

Owner: Legacy Park Sports LLC Acres: 55.7 Acres

Engineer: Martin Engineering Company Lots: 2

Location: Pt. of the E ½ of Sec 17, T15N, R5W – Located west of Legacy Pointe Drive and MacArthur Boulevard.

Corporate Limits: ☑ in ☐ out

Project description: Lot 41 of Legacy Pointe is being divided into 2 lots for financing purposes for a clinic and administration building to be constructed on Lot 41B. Right-of-way is being conveyed for Future Imagineer Drive.

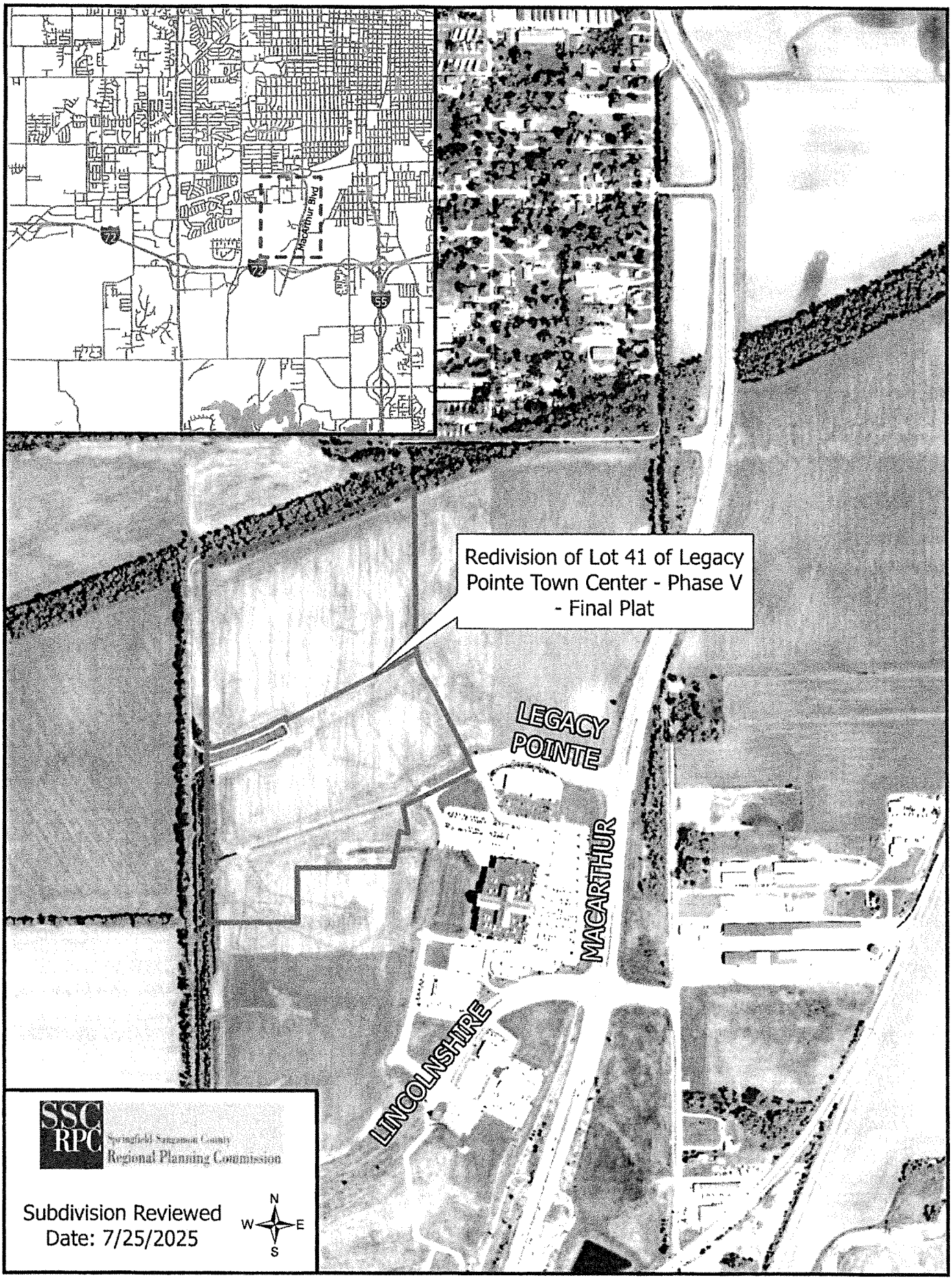
Essential Services: Sewer: SCWRD Electric: CWLP

Water: CWLP Fire Protection: SFD

Variances approved: N/A

Recommendation: Approval

2025-337


Redivision of Lot 41 of Legacy Pointe Town Center - Phase V - Final Plat
LEGACY POINTE
MACARTHUR
LINCOLNSHIRE
MacArthur Blvd
72
72
55
SSC RPC
Springfield Sangamon County Regional Planning Commission
Subdivision Reviewed
Date: 7/25/2025
N
W
E
S

ORDINANCE FACT SHEET

DATE OF 1st READING: August 06, 2025

CONTACT PERSON: Daniel R. Crouse

OFFICE REQUESTING: Public Works

PHONE NUMBER: 217-789-2255

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

Docket # 2006-054 grants a variance to expedite the platting process for the Legacy Pointe PUD.

FISCAL IMPACT: _____

SUGGESTED TITLE: AN ORDINANCE APPROVING THE FINAL PLAT OF THE REDIVISION OF LOT 41 OF LEGACY POINTE TOWN CENTER PHASE V FOR THE OFFICE OF PUBLIC WORKS FOR EMERGENCY PASSAGE PUSUANT TO DOCKET # 2006-054 TO EXPEDITE THE PLATTING PROCESS.

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**
☐ **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						
2						
3						
4						

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

STAFF ANALYSIS

An ordinance approving the final plat of the Redivision of Lot 41 of Legacy Pointe Town Center Phase V for the Office of Public Works. The subdivision is located in Legacy Pointe Town Center Phase V, on the west side of Imagineer Drive.

FUNDS CHECK BY: **Date:** _____

DIRECTOR / SUPERVISOR: [signature] **Date:** 7/23/25

CITY PURCHASING AGENT: **Date:** _____

SIGN OFF: _____ _____

(Mayor's Signature) GEA (Director of OBM)

The information supplied on this form is not confidential information.

2025-337