

AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING CONTRACT UE26-07-26 SIX (6) POWEREDGE R760 SERVERS FOR HYPER-V VIRTUALIZATION WITH MATRIX SYSTEM GROUP, INC. IN AN AMOUNT NOT TO EXCEED \$110,223.06, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, by previous action, the Specifications Committee approved specifications for UE26-07-26 Six (6) PowerEdge R760 Servers for Hyper-V Virtualization, for the Office of Public Utilities, and

WHEREAS, as described in said specifications, an advertisement for bids for Contract UE26-07-26 was placed, and

WHEREAS, Matrix System Group, Inc. ("Matrix System") 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. UE26-07-26.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and accepts the bid from Matrix System for Contract UE26-07-26 – Six (6) PowerEdge R760 Servers for Hyper-V Virtualization in an amount not to exceed One Hundred Ten Thousand Two Hundred Twenty-Three Dollars and Six Cents (\$110,223.06) for the Office of Public Utilities.

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

Section 3. The payment to Matrix System for the total maximum amount One Hundred Ten Thousand Two Hundred Twenty-Three Dollars and Six Cents (\$110,223.06) from Account Nos. 101-200-JB-4612-1604 and 102-200-JB-3912-1604 is hereby authorized, approved, and directed.

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

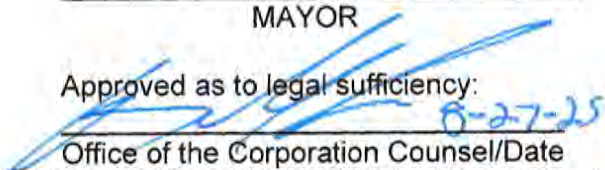
PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

ATTEST: _____

MAYOR

Approved as to legal sufficiency:
 8-27-25

Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: Matrix Systems Group, Inc
CONTRACT AMOUNT: \$110,223.06
TYPE OF AWARD: Low Bid / UE26-07-26

PRIOR ORDINANCE INFORMATION:

n/a

INFORMATION:

This Ordinance is for the purchase of six (6) replacement servers to replace the current servers that are out of warranty. This will begin the process to migrate from VMware to Microsoft Hyper-V. The hardware will include 6 Servers, with 512GB memory each, local storage, and Fiber Channel Connectivity.

The current virtualization clusters are many years past the manufacturer's warranty. This purchase will give the City three on each side to start. ISD will grow and expand the number of servers as they migrate loads from the VMware cluster to the new Hyper-V cluster. This will minimize the requirements for the VMware renewals in eighteen months.

There were nine bidders on this contract, eight (8) non-local vendors and one (1) local vendor. Matrix Systems is a local vendor and the lowest bidder.

CONTRACT NAME: Six (6) PowerEdge R760 Servers for Hyper-V Virtualization
CONTRACT NO: UE26-07-26
DEPARTMENT: Information Systems Division
DATE: 8/14/2025



	4Tech Solutions Mcdonough, GA	Aixtel Silver Spring, MD	Azteck Computers Carrollton, TX	CompuGov Aliso Viejo, CA	KNZ Solutions Blaine, MN
Six (6) PowerEdge R760 Servers	\$167,617.74	\$149,239.98	\$189,155.94	\$124,494.24	\$153,634.86
<i>5% Local Vendor Preference</i>	<i>\$8,380.89</i>	<i>\$7,462.00</i>	<i>\$9,457.80</i>	<i>\$6,224.71</i>	<i>\$7,681.74</i>
EVALUATED TOTAL	\$175,998.63	\$156,701.98	\$198,613.74	\$130,718.95	\$161,316.60

	Matrix Systems Group Springfield, IL	Questivity Santa Clara, CA	vPrime Houston, TX	Zones Auburn, WA
Six (6) PowerEdge R760 Servers	\$110,223.06	\$127,024.32	\$158,958.12	\$164,700.00
<i>5% Local Vendor Preference</i>	<i>N/A</i>	<i>\$6,351.22</i>	<i>\$7,947.91</i>	<i>\$8,235.00</i>
EVALUATED TOTAL	\$110,223.06	\$133,375.54	\$166,906.03	\$172,935.00

Recommend award of bid to Matrix Systems, low bid.

Agenda No. _____

Ordinance No. _____

CITY OF
Springfield ILLINOIS



CONTRACT BOOK

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

MISTY BUSCHER, MAYOR

CONTRACT INDEX NO: UE26-07-26

CONTRACT NAME: Six (6) PowerEdge R760

Servers for Hyper-V Virtualization

NAME OF BIDDER: Matrix Systems Group, Inc.

ADDRESS OF BIDDER: 519 South Grand Avenue West - Springfield, IL 62704

SECTION V

5. PROPOSAL PRICING

PRICE PAGE

SIX (6) POWEREDGE R760 SERVERS FOR HYPER-V VIRTUALIZATION

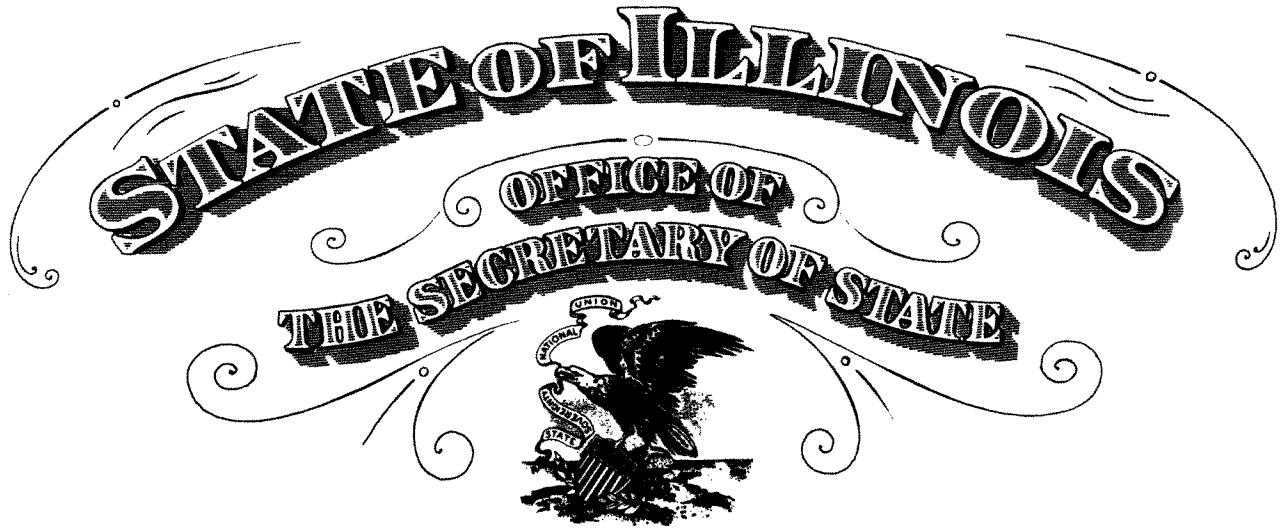
Description	Quantity
PowerEdge R760 Server	1
Trusted Platform Module 2.0 V6	1
3.5" Chassis with up to 12 SAS/SATA Drives, LP Adapter PERC 11, 1 or 2 CPU	1
Intel® Xeon® Gold 6526Y 2.8G, 16C/32T, 20GT/s, 37.5M Cache, Turbo, HT (195W) DDR5-5200	1
Intel® Xeon® Gold 6526Y 2.8G, 16C/32T, 20GT/s, 37.5M Cache, Turbo, HT (195W) DDR5-5200	1
Heatsink for 2 CPU configuration (CPU greater than 165W)	1
5600MT/s RDIMMs	1
(8) 64GB RDIMM, 5600MT/s, Dual Rank (512GB total)	8
C7, Unconfigured RAID for HDDs or SSDs (Mixed Drive Types Allowed)	1
PERC H755 Adapter LP	1
(2) 960GB SSD SATA Mixed Use 6Gbps 512e 2.5in Hot-plug AG Drive, 3.5in HYB CARR, 3 DWPD	2
(2) 12TB Hard Drive SATA ISE 6Gbps 7.2K 512e 3.5in Hot-Plug, AG Drive	2
Performance BIOS Setting	1
UEFI BIOS Boot Mode with GPT Partition	1
Very High Performance Fan x6	1
Dual, Hot-Plug, Power Supply FTR, 1100W MM (100-240Vac) Titanium, Redundant (1+1)	1
(2) NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	1
Riser Config 3, Half Length, 2x8 FH Slots (Gen4), 2x16 FH Slots (Gen5), 2x16 LP Slots (Gen4)	1
Motherboard supports ONLY CPUs below 250W (cannot upgrade to CPUs 250W and above), MLK	1
PowerEdge 2U LCD Bezel	1
Broadcom 57504 Quad Port 10/25GbE, SFP28, OCP 3.0 NIC	1
LOM Blank	1
(2) QLogic 2772 Dual Port 32Gb Fibre Channel HBA, PCIe Full Height, V	2
(4) SFP+ SR Optic, 10GbE, for all SFP+ ports except high temp validation warning cards	4
iDRAC9, Enterprise 16G	1
ReadyRails Sliding Rails With Strain Relief Bar	1
7 Years Prosupport Next Business Day Onsite Service	1
No Installation	1

Cost Per Server: \$18,370.51

Total Cost for Six (6) Servers per above Specifications: \$110,223.06

Estimated Delivery A R O 8/29/25

CLARIFICATIONS Please see detailed spec sheet.



To all to whom these Presents Shall Come, Greeting:

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

MATRIX SYSTEMS GROUP, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON NOVEMBER 08, 2001, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

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



Authentication #: 2522303824 verifiable until 08/11/2026
Authenticate at: <https://www.ilsos.gov>

Alexi Giannoulis
SECRETARY OF STATE

ORDINANCE FACT SHEET

DATE OF 1st READING: 9/2/25

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Michelle Carlisle

PHONE NUMBER: x-2626

EMERGENCY PASSAGE: No [x] Yes [] If yes, explain justification - See attached document

FISCAL IMPACT: 110,223.06

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

CONTRACTOR / VENDOR NAME: Matrix Systems Group, Inc. VENDOR NO: _____

CONTRACT TERM: 1 year Change in Scope Yes [] No [x]

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

Method of Purchase (check one)

- [x] Low Bid [] Other: [] 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 [] Yes [x]

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

REVENUE

Table with 6 columns: Fund, Agency, Org, Activity, Object, Amount. Rows 1-4 are empty.

EXPENDITURE

Table with 6 columns: Fund, Agency, Org, Activity, Object, Amount. Row 1: 101, 200, JB, 4612, 1604, 16,533.46. Row 2: 102, 200, JB, 3912, 1604, 83,689.60.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.) Bid Tab, certain pages from the bid book

STAFF ANALYSIS

The purchase of hardware to replace out-of-warranty servers used for Virtualization clusters.

FUNDS CHECK BY: Cavanaugh, Rachel H. Digitally signed by Cavanaugh, Rachel H. Date: 2025.08.18 09:02:56 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown Date: 2025.08.18 08:07:00 -05'00'

Date: _____

CITY PURCHASING AGENT: Lesko, Mike Digitally signed by Lesko, Mike Date: 2025.08.18 09:51:53 -05'00'

Date: _____

SIGN OFF: [Signature] (Mayor's Signature)

Ramona Metzger Digitally signed by Ramona Metzger Date: 2025.08.18 13:38:19 -05'00' (Director of OBM)

The information supplied on this form is not confidential information.

2025-355

AN ORDINANCE AUTHORIZING A PROPOSAL WITH SIEMENS ENERGY, INC. FOR INTERSTATE COMBUSTION TURBINE'S COMBUSTOR OVERHAUL IN AN AMOUNT NOT TO EXCEED \$260,000.00 FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves a proposal with Siemens Energy, Inc. ("Siemens") in an amount not to exceed \$260,000.00 for Interstate Combustion Turbine's combustor overhaul, and

WHEREAS, ICT's combustor is in need of an overhaul, and

WHEREAS, approval of this proposal will allow the overhaul to be conducted so the Unit can operate in a safe, reliable and efficient manner, and

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

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves a proposal with Siemens for Interstate Combustion Turbine's combustor overhaul in an amount not to exceed Two Hundred Sixty Thousand Dollars and No Cents (\$260,000.00).

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

Section 3. The payment to Siemens for the total maximum amount of Two Hundred Sixty Thousand Dollars and No Cents (\$260,000.00) from Account No. 102-100-CAA-3132-2310 is hereby authorized, approved, and directed.

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

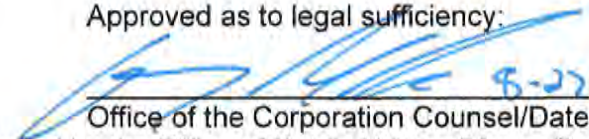
PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

MAYOR

ATTEST: _____

Approved as to legal sufficiency:
 8-27-25

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

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: Siemens Energy, Inc.
CONTRACT AMOUNT: \$260,000.00
TYPE OF AWARD: Sole Source / OEM

PRIOR ORDINANCE INFORMATION:

n/a.

INFORMATION:

This is a new proposal for the overhaul of the Interstate's combustor turbine.

This ordinance approves a contract with Siemens Energy, Inc. ("Siemens") in an amount not to exceed \$260,000.00, for Interstate Combustion Turbine's ("ICT") combustor overhaul.

The overhaul is scheduled to occur in August - September 2025 and is anticipated to take approximately three (3) weeks. The services needed for this overhaul include specialty trained engineers and skilled technicians to provide project management and assistance to disassemble, inspect, repair and reassemble the combustor. Siemens is the OEM for the ICT turbine.

A delay in this overhaul will increase the risk of needing replacement of more items, and reliability and efficiency of the unit will begin to decrease. The OEM's Site Manager will act as CWLP's liaison to provide correct information in the event unexpected damage is found, which then expedites onsite repair decisions. This is critical to the success of the overhaul because turbines are precision-built pieces of equipment, and repairs that are performed incorrectly can have a major impact on efficiency and power generation.



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

MEMORANDUM

TO: Michelle Carlisle
FROM: Mike Lesko, Purchasing Agent *JML*
DATE: August 14, 2025
SUBJECT: Sole Source Determination

I have reviewed the Ordinance Fact Sheet with Siemens Energy, Inc. for a combustor overhaul of the Interstate Combustion Turbine for the Office of Public Utilities, Electric Division.

Based on the information provided, I have determined that Siemens Energy, Inc. is the OEM and is therefore the sole source. Pursuant to Article 38.40 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive bids.

City Water Light & Power

Interstate Combustion Turbine Unit 1

Combustor Overhaul – TFA & CT Technicians

Fall 2025

Proposal Number: ICT, 2025-07-18 R1

July 18, 2025



July 18, 2025

Christopher Oehmke
City, Water, Light & Power
Interstate Combustion Turbine
3100 Stevenson Drive Springfield, IL 62703

Subject: City, Water, Light & Power, Interstate Power Station, Unit 1
2025 Combustor Overhaul – Technical Field Assistance + CT Technician

Dear Mr. Oehmke,

Siemens Energy appreciates the opportunity to present this Proposal to City Water Light & Power for support with a Combustor Overhaul by providing TFA & CT Technicians to assist with the work during the Fall 2025 outage at Interstate Combustion Turbine.

Siemens hereby offers to perform the services detailed in this Proposal at the prices and exclusively on the terms and conditions set forth in this Proposal, including those terms and conditions set forth in the Siemens Energy, Inc. Terms and Conditions SP2020 (Version 5), dated March 9, 2025 Siemens and Siemens Price List 1727 dated January 01, 2025 in effect at the time the work is performed.

For your evaluation, this Proposal is divided into the following sections:

- Section 1 Executive Summary
- Section 2 Scope of Work
- Section 3 Siemens Pricing
- Section 4 Division of Responsibility
- Section 5 General Commercial Conditions

Confidential Information

This Proposal, including all of its attachments, exhibits, appendices, etc. ("Proposal") is provided "as-is" for your evaluation of Siemens Energy, Inc. ("Siemens") as the provider of work discussed therein and contains information that is confidential to and solely owned by Siemens. Your acceptance, viewing or storage of this Proposal is an acknowledgment of a confidential relationship between CWLP and Siemens. We require that this Proposal be returned or destroyed when no longer required for the purpose identified herein. This Proposal and any information obtained from this Proposal may not be reproduced, transmitted, disclosed or otherwise used, in whole or in part, without the prior written authorization of Siemens.

The above terms supersede any click-wrap or other terms not expressly set forth in a signed agreement between the parties covering the Proposal. All such click-wrap or other terms are expressly rejected by Siemens.

*Interstate Combustion Turbine
July 18, 2025*

*2025
Siemens Energy, Inc. Confidential*

*City Water Light & Power
Combustor Overhaul Support*

© 2025 Siemens Energy. All Rights Reserved: Use This Document Solely for The Purpose Given. Return Upon Request. Do Not Disclose Reproduce or Use Otherwise Without the Written Consent of Siemens Energy. These Terms Supersede Any Other Terms Not Expressly Set Forth in a Signed Agreement.



Proposal Validity

This Proposal is valid for Thirty (30) days from the date of this letter unless otherwise extended, modified, or withdrawn in writing by Siemens and limits acceptance to the terms set forth herein. The return of a purchase order or any other reasonable manner of acceptance communicated to Siemens during such validity period will be sufficient to form an agreement on the terms and conditions of this Proposal. Please submit your purchase order:

Thank you for considering Siemens to perform this service. As always, please contact us if you have any questions regarding this Proposal or any other service we provide.

Best Regards,

John R. Rodriguez
Business Development Manager
Siemens Energy, Power System Sales
Phone: +1 (314) 238-6668
E-Mail: johnrodriguez@siemens-energy.com

CC: James Gonzales, Siemens Energy , Andy Cockrum, Siemens Energy
Joel Acock, Siemens Energy , Dave McHugh, Siemens Energy

ORDINANCE FACT SHEET

DATE OF 1st READING: 9/2/25

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Michelle Carlisle

EMERGENCY PASSAGE: No [x] Yes [] If yes, explain justification - See attached document

PHONE NUMBER: x-2626

FISCAL IMPACT: 260,000.00

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

CONTRACTOR / VENDOR NAME: Siemens Energy, Inc. VENDOR NO: SI0048602

CONTRACT TERM: approx. 3 weeks Change in Scope Yes [] No [x]

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

Method of Purchase (check one)

- Low Bid, Low Bid Meeting Specs, Low Evaluated Bid, Other, Exception: SS / OEM, Code Provision: 38.40

Previous Ord #'s

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

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

Table with 6 columns: Fund, Agency, Org, Activity, Object, Amount. Rows 1-4.

Table with 6 columns: Fund, Agency, Org, Activity, Object, Amount. Row 1: 102, 100, CAA, 3232, 2310, 260,000.00. Rows 2-4.

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

STAFF ANALYSIS

Authorization for Siemens to perform a combustor overhaul on the Interstate Combustion Turbine - 8/29/25 to 9/19/25. Siemens is the OEM.

FUNDS CHECK BY: Cavanaugh, Rachel H. Digitally signed by Cavanaugh, Rachel H. Date: 2025.08.14 11:02:02 -0500

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown Date: 2025.08.14 10:57:37 -05'00

CITY PURCHASING AGENT: J Michael Lesko

Date: _____

Date: _____

Date: 08/14/2025

Scott Rogers

SIGN OFF: [Signature] (Mayor's Signature) GEM

[Signature] (Director of OBM)

The information supplied on this form is not confidential information.

2025 - 356

AN ORDINANCE AUTHORIZING EXECUTION OF AN ANNEXATION AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, ILLINOIS AND HICKSGAS SPRINGFIELD INC. FOR THE PROPERTY LOCATED AT PART OF 6220 CANADIAN CROSS DRIVE, 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, Hicksgas Springfield Inc. ("Owner") has filed a petition that the City annex certain property legally described as follows:

Part of the West Half of the West Half of the Northwest Quarter of Section 34, Township 15 North, Range 5 West of the Third Principal Meridian, being references to the centerline of survey and plans of interstate 55 between Springfield and Litchfield described as follows:

Commencing at the Northeast corner of the West half, West half, Northwest quarter of said section 34. Thence South 01 degrees 34 minutes 08 seconds East 487.08 feet along the East line of said West half, West half, Northwest quarter to the point of beginning; thence along a non-tangent curve having a radius of 411.00 feet, an arc length of 64.81 feet and a chord which bears North 40 degrees 55 minutes 12 seconds West, 64.74 feet along the westerly right-of way of said interstate highway 55; thence South 88 degrees 29 minutes 38 seconds West, 153.00 feet; thence South 01 degrees 06 minutes 36 seconds West, 357.58 feet to a point on the Easterly right-of-way line of the frontage road adjacent to interstate highway 55; thence continuing along said Easterly right-of-way line, along a non-tangent curve having a radius of 788.51 feet, an arc length of 118.88 feet and a chord which bears South 58 degrees 55 minutes 04 seconds East 118.56 feet; thence continuing along said Easterly right-of-way South 59 degrees 44 minutes 04 seconds East, 130.58 feet; thence North 01 degrees 34 minutes 08 seconds West, 439.80 feet, to the point of beginning containing 85,487 square feet, 1.9625 acres more or less.

WHEREAS, the property is contiguous with the City of Springfield; and

WHEREAS, it is in the best interest of the City of Springfield to enter into an annexation agreement with the Owner; and

WHEREAS, said annexation 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 an annexation agreement with Hicksgas Springfield Inc. ("Owner") to consider the annexation of property located at part of 6220 Canadian Cross Drive. The Mayor and City Clerk are hereby authorized to execute the annexation agreement, which shall be located in the Office of the City Clerk, on behalf of the City of Springfield.

Section 2: That the Office of the City Clerk is hereby directed to record this ordinance, agreement and any easement, if applicable, with the Sangamon County Recorder of Deeds.

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

 8-27-25

Office of Corporation Counsel / Date

Return To:

City of Springfield, IL
Attn: City Clerk
Municipal Center West
300 S. Seventh St.
Springfield, IL 62701-1680

ANNEXATION AGREEMENT

THIS AGREEMENT, is made by and between **DCC Propane, LLC**, ("Owner"), a Delaware limited liability company and **CITY OF SPRINGFIELD, ILLINOIS**, ("City"), an Illinois Municipal Corporation, and is effective this _____ day of _____, 2025.

WHEREAS, the City is a home rule unit as defined in Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, pursuant to Section 11-15.1-1 of the Illinois Municipal Code, the City has the power to enter into annexation agreements; and

WHEREAS, **DCC Propane, LLC**, is the owner of record of a tract of Land consisting of approximately **1.96** acres (irregularly shaped parcel) located at **6220 Canadian Cross Drive**, Sangamon County, Illinois and otherwise being the parcel of Land included in permanent index tax parcel No.: **part of 22-34.0-100-035**, being more particularly described in the annexation plat attached hereto as Exhibit A, and hereinafter referred to as the "Land"; and

WHEREAS, the Land is contiguous to the corporate limits of the City; and

WHEREAS, it is the mutual desire of the Parties to this Agreement that the Land described in Exhibit A be annexed to the City on the terms and conditions set forth herein; and

WHEREAS, the Owner has submitted to the City a petition for annexation of the Land described on Exhibit A.

WHEREAS, a public hearing was held on _____, 2025, as required by law.

WHEREAS, the Parties to this Agreement desire to enter into a binding agreement, with respect to the annexation of the Land described in Exhibit A and to provide for the performance of other conditions and matters, pursuant to the provisions of 65 ILCS 5/11-15.1, et seq.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this agreement, the Parties agree as follows:

Section 1. Annexation

Upon the completion of the land subdivision process and transfer of the Land as described in the annexation plat attached hereto as Exhibit A, the City agrees to adopt an ordinance to cause the Land described in Exhibit A to be validly annexed to the City.

Section 2. Permits and Approvals

This Agreement does not abrogate or supersede any applicable ordinance or regulation to obtain permits, licenses, inspections or approvals. All construction work shall comply with the requirements of the 1988 Springfield City Code of Ordinances and any future amendments thereto.

Section 3. Improvements

The Owner agrees that at the time public sidewalks are extended to the Land, the Owner shall install public sidewalks along that portion of Canadian Cross Road bordering the Land as it exists at the time of execution of this Agreement by the Owner. Any right of way dedication shall not affect Owner's obligations herein. Such public sidewalks shall be installed by the Owner at the expense of the Owner and in accordance with all requirements of the City Code.

Section 4. Water Service

The Land does not have any frontage on a water main owned and operated by the City. In the event the Owner applies for a building permit or water service is requested by the Owner, the Owner agrees to apply for a water main extension in accordance with Chapter 52 of the 1988 City Code of Ordinances, as amended. In order for the City to provide such service, the Owner agrees to execute any necessary easements and permits for the water main extension. The Owner agrees to pay all costs of the water system additions to be installed, and to post adequate security with the City in accordance with Section 52.12 of the 1988 City Code of Ordinances, as amended. The Owner agrees to connect to the City water system and to pay all standard fees and tariffs to do so.

The Owner further agrees that the City has sole authority to determine if other persons or entities shall be granted permission to tap onto said water main or to supply water from these extensions to property not owned by the Owner, and further that said permission will ordinarily be governed by the then existing water policies of the City.

The Springfield Fire Department has determined that additional fire hydrant(s) are required to protect the proposed development. The Owner will pay for the cost of installation of an additional fire hydrant pursuant to 2018 IFC 507.5.1 and otherwise in accordance with City Code, including, but not limited to, submitting plans to the Springfield Fire Department Fire Safety Division for approval.

The Owner agrees that in the event any condition or covenant contained in this Agreement should be now or hereinafter violated, then, in addition to any other remedies available to the City, the City may after providing a ten-day written notice to the Owner, terminate the water service to the Land. The Owner agrees that all general rules and regulations of the City regarding water service as may be adopted from time to time by the City, shall be complied with and all charges for water paid. Nothing herein contained shall pertain to, alter or change the right of the City to make

reasonable rules, regulations, or policies concerning size, materials, location of water mains, and water taps on its water system.

Section 5. Electric Service and Street Lights

In the event the Land is either: 1) subdivided as defined in the City of Springfield Code of Ordinances, 1988, as amended or 2) redeveloped, the Owner agrees to enter into a contract for electrical service as defined by Chapter 50 of the 1988 City Code of Ordinances, and agrees to the following design standards for the installation of utilities:

- A. Electric, telephone and cable TV should be installed in a joint trench;
- B. The installation of all electric cables under roadways shall be installed within a 12" conduit system with proper ball markers at each side of the pavement;
- C. The installation of all utilities shall be along the roadways, not in the rear of lots;
- D. Owner shall provide the City with drawings in electronic format, preferably AutoCAD, depicting the exact locations of all utilities installed by the Owner or its contractors.

There are not currently any City electrical facilities in the area to serve the Land. When electrical service to the Land is required, Owner shall obtain, at their cost, any and all easements necessary to serve the Land. Owner shall then assign said easements to the City, at no cost, so that electrical facilities may be installed to serve the Land. The easements shall be in a form acceptable to the City.

Section 6. Utility Easements

Owner agrees that they shall convey at no cost to the City such utility easements as may be required to serve the Land and to allow the City to extend such service to adjacent land.

Section 7. Sanitary Sewer

The Land is located within the Springfield Metro Sanitary District. In coordination with the Springfield Metro Sanitary District, the Owner agrees to extend sewer service to the Land at its cost, and to construct a sewage collection system within the Land in accordance with the City's Subdivision Ordinance.

Section 8. Storm Water Management

The Owner agrees to follow all City Ordinances and Standards regarding storm water management with respect to development of the Land.

Section 9. Notices

All notices and other communications required under this Agreement shall be in writing and delivered either personally or by certified mail, with postage prepaid, to the Parties at the following addresses (or such other addresses as may be designated by the Parties from time to time):

To the City at:
City of Springfield, Illinois
Attn: City Engineer
Room 210 Municipal Center West
300 S. 7th Street
Springfield, IL 62701

To Owner:
DCC Propane, LLC
c/o The Corporation Trust Company, Registered Agent
Corporation Trust Center 1209 Orange St.
Wilmington, DE 19801

With a copy to:
Corporation Counsel
Room 313 Municipal Center East
800 East Monroe Street
Springfield, IL 62701

With a copy to:

Section 10. Time

Time shall be of the essence in this Agreement.

Section 11. Power to Execute

The Owner as well as the President and Secretary or other officer of any corporate owner, or Trustee, or other Party hereto, warrant that they are authorized to execute this Agreement. The Mayor and City Clerk warrant that they have been authorized by the City Council to execute this Agreement on behalf of the City. This agreement is binding on the City only upon authorization of two-thirds (2/3) majority vote of the corporate authorities, defined as the Mayor and the Aldermen, and upon compliance with the provisions set forth in the Illinois Municipal Code, 65 ILCS 5/11-15.1 *et seq.*, and as further amended.

Section 12. Recording

A copy of this Agreement shall be recorded in the Office of the Sangamon County Recorder of Deeds by the City within thirty (30) days of the execution of this Agreement.

Section 13. Binding Effect

This Agreement shall be binding upon the Parties hereto and their respective heirs, executors, personal representatives, corporate authorities, administrators, successors and assigns. This Agreement and all provisions shall be a covenant running with the Land described in Exhibit A and shall be effective for 20 years from the effective date. Upon recording of this Agreement as provided above, this Agreement shall be binding upon the successor owners of record of the Land.

Section 14. Waiver

Neither party shall be excused from complying with any of the terms and conditions of this Agreement by any failure of the other party upon one or more occasion to insist upon or seek compliance with any such terms or conditions.

Section 15. Continuity of Obligations

Notwithstanding any provision of this Agreement to the contrary, the Owner or its successor and assigns shall at all times during the term of this Agreement remain liable to City for the faithful performance of all obligations imposed on the Owner or its successor and assigns by this Agreement until such obligations have been fully performed or until City, at its sole option, has otherwise released the Owner or its successor and assigns from any or all of such obligations.

Section 16. Remedies

Upon a breach of this Agreement, the City, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance or both, or may obtain rescission for repudiation or material failure of performance. Notwithstanding the forgoing, before the failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the satisfaction of the complaining Party within thirty (30) days of receipt of such notice. Owner hereby waives any right to claim: consequential, exemplary, equitable, loss of profits, punitive or tort damages.

Section 17. Indemnification

Owner shall indemnify and save harmless City against any and all damage to property or injuries to or death of any person or persons, and shall defend, indemnify and save harmless City from any and all claims, demands, suits, actions or proceedings of any kind or nature of or by anyone in connection with this Agreement.

Section 18. Amendment

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Parties relative to the subject matter hereof, and there are no promises, agreements, conditions or understanding, either oral or written, expressed or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

Section 19. 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 thereof.

Section 20. Force Majeure

If performance of any covenant to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such party, which circumstances may include acts of God, war, acts of civil disobedience, strikes or similar acts, the time for such performance shall be extended by the amount of time of such delay. As a condition precedent to such a time extension, the Party seeking protection under this Section shall provide notice to the other Party within fourteen (14) days from the event causing the delay.

Section 21. Code of Ordinances

All requirements of the 1988 Springfield City Code of Ordinances and any future amendments thereto, shall apply to the Land and to this Agreement. In the event any provisions of the Code are in direct conflict with any provisions of this Agreement, the provisions of this Agreement shall control.

Section 22. Governing Law

This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Illinois. The City and Owner voluntarily and freely submit to a court of competent jurisdiction in Sangamon County, Illinois, should any dispute arise between the City and the Owner. 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 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 as written evidence of the consents, waivers and agreements of the parties set forth in this Section.

NOW THEREFORE, this Agreement is entered into on the day and year first written above.

CITY OF SPRINGFIELD, ILLINOIS
an Illinois municipal corporation

By: _____
Mayor

ATTEST: _____
City Clerk

OWNER:
DCC PROPANE, LLC

Matthew Dantinne

By: Matt Dantinne, Director

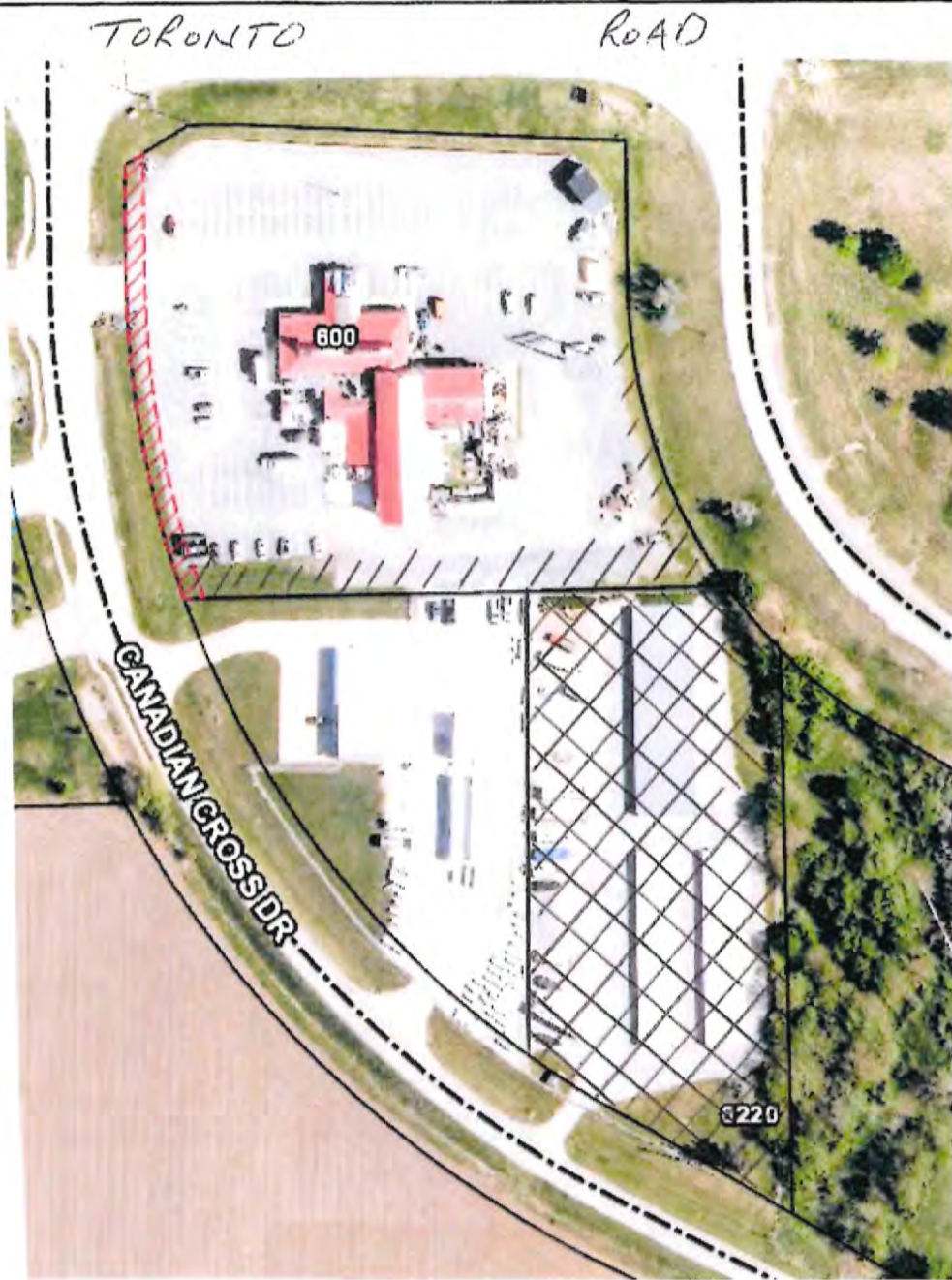
STATE OF Illinois)
) SS.
COUNTY OF DuPage)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Matt Dantinne, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the forgoing instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 18 day of August, 2025.


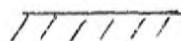


Maureen Sheehan
Notary Public



LOCATION MAP

LEGEND

-  PROPOSED ANNEXATION
-  SPRINGFIELD CORP. LIMITS



NOT TO SCALE

PETITIONER: HICKSGAS SPRINGFIELD INC
TAX NUMBER: 22-34.0-100-035

2025-357

ANNEXATION PLAT TO THE CITY OF SPRINGFIELD, ILLINOIS

LEGAL DESCRIPTIONS

PARCEL 2, PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 15 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, BOING TO THE CENTER OF THE INTERSTATE HIGHWAY AND THE EAST AND WEST SIDES OF INTERSTATE HIGHWAY AS BETWEEN SPRINGFIELD AND LITCHFIELD, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 15 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, BEING EAST 487.08 FEET ALONG THE EAST LINE OF SAID WEST HALF, WEST HALF, NORTHWEST QUARTER TO THE POINT OF BEGINNING; THENCE S89°00'00" W ALONG AN ARC LENGTH OF 411.00 FEET, AN ARC LENGTH OF 411.00 FEET AND A CHORD WHICH BEARS NORTH 40 DEGREES 53 MINUTES 12 SECONDS WEST, 84.74 FEET ALONG THE WEST LINE OF SAID WEST HALF, NORTHWEST QUARTER BEING SOUTH 89°00'00" WEST, 153.00 FEET; THENCE SOUTH 01 DEGREES 08 MINUTES 34 SECONDS WEST, 357.58 FEET TO A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF THE FRONTAGE ROAD, BEING SOUTH 89°00'00" WEST, 153.00 FEET; THENCE ALONG SAID EASTERN RIGHT-OF-WAY LINE, CONTAINING A HIGH-TANGENT CURVE HAVING A RADIUS OF 705.51 FEET, AN ARC LENGTH OF 118.85 FEET AND A CHORD WHICH BEARS SOUTH 58 DEGREES 55 MINUTES 04 SECONDS WEST, 130.58 FEET; THENCE ALONG SAID EASTERN RIGHT-OF-WAY SOUTH 58 DEGREES 55 MINUTES 04 SECONDS EAST, 130.58 FEET; THENCE NORTH 01 DEGREES 34 MINUTES 08 SECONDS WEST, 439.80 FEET TO THE POINT OF BEGINNING; BEING 1.8925 ACRES MORE OR LESS.

* PARCEL 2 TO BE COMBINED WITH TAX PARCEL NO. 22-34.0-100-034

NOTES:
PARCEL 22-34.0-100-034 AND PARCEL 2 SHOWN ON THIS TRACT SURVEY WILL BE MADE OF SEPARATE TAX PARCELS AND WILL RECEIVE SEPARATE TAX BILLS DUE TO THE DIFFERENT TAXING BODIES. FUTURE SEPARATION OF THE PARCELS FOR INDIVIDUAL OWNERSHIP IS PROHIBITED UNLESS SEPARATION IS FOUND TO BE IN COMPLIANCE WITH ALL APPLICABLE CITY REGULATIONS (OR RELIEF FROM IS GRANTED) AND THE REQUIRED APPROVALS HAVE BEEN OBTAINED.

THERE APPEARS TO BE AN ENROACHMENT FROM A FENCE ONTO CANADIAN CROSS DRIVE RIGHT-OF-WAY.

NW CORNER, NW 1/4 SECTION 34, T.15N, R.5W 390 P.M.

TORONTO ROAD (R.O.N. VARIES)

ROUTE 66 MOTORHEAD BAR AND GRILL
800 TORONTO ROAD SPRINGFIELD, IL
PARCels NO. 22-34.0-100-034

CANADIAN CROSS DRIVE (R.O.N. VARIES)

WEST LINE OF THE W 1/2 NW 1/4 SECTION 34

PIN: 22-34.0-100-035
8220 CANADIAN CROSS DRIVE
WEST 1/2 NORTHWEST 1/4
SECTION 34
TOWNSHIP: 15N
RANGE: 5W
3rd P.M.
TOWNSHIP: WOODSIDE

NO PART OF THIS PLAT IS LOCATED WITHIN A SPECIAL FLOOD HAZARD ZONE AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY ON FIRM # 17187004H10F EFFECTIVE DATE 08/02/2007.

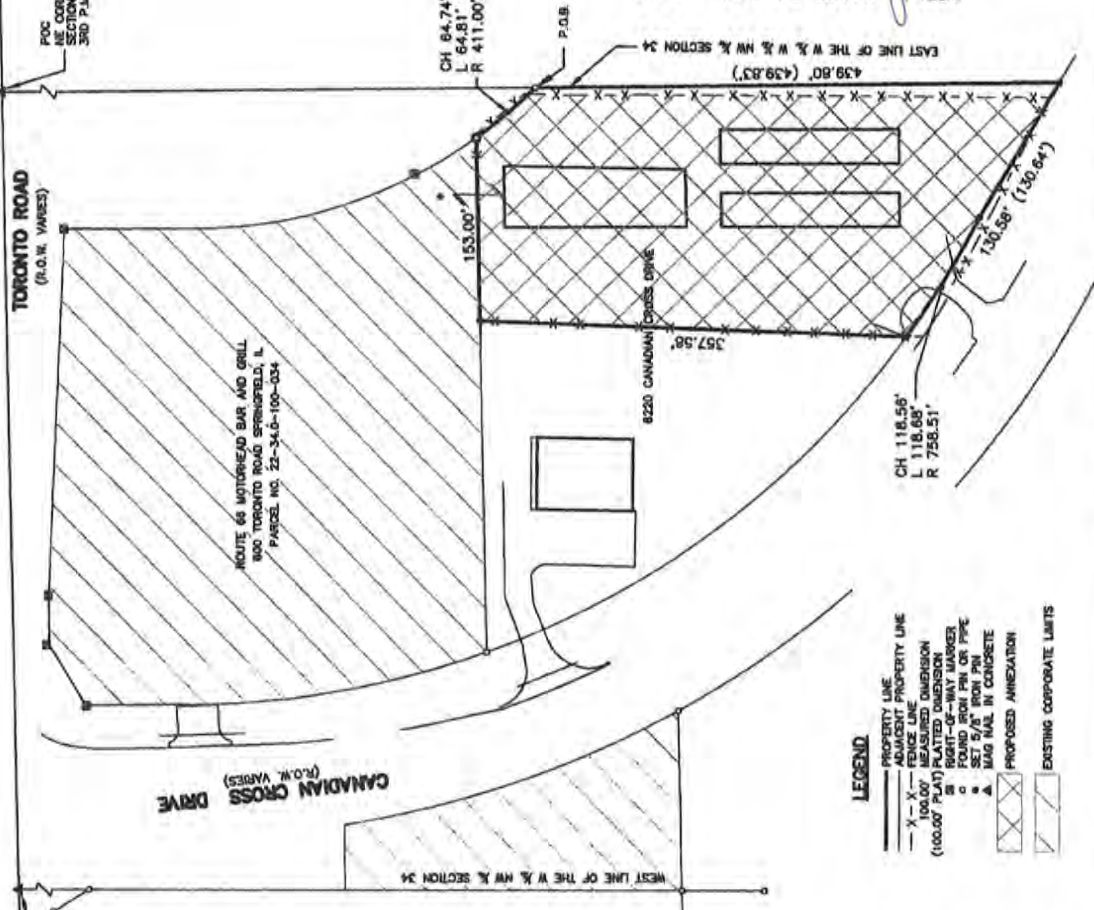
SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH OF RECORDS OF RECORD ENCUMBRANCES, RESTRICTIVE COVENANTS, EASEMENTS AND CURRENT TITLE SEARCH MAY DISCLOSE WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE THIS PLAT CORRECTLY REPRESENTS AND IDENTIFIES THE PARCEL TO BE ANNEXED TO THE CITY OF SPRINGFIELD, ILLINOIS.

I, JOHN A. LEE, HEREBY CERTIFY THAT I AM AN ILLINOIS PROFESSIONAL LAND SURVEYOR IN COMPLIANCE WITH THE LAWS OF ILLINOIS AND THAT I AM THE AUTHOR OF THIS SURVEY AND THIS PLAT ACCURATELY REPRESENTS THE RESULTS OF SAID SURVEY.

DATE: 4/25/2025
JOHN A. LEE
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3431
FLUHMANN ENGINEERING, INC. SPRINGFIELD, IL
2855 SOUTH 11TH STREET.



EXPIRATION: 11/30/2028



		JOB NO. 24-2326 DRAWN BY: J. LEE DATE: 04-03-2025 CHECKED BY: G. DEFRATES DATE: 04-03-2025	FIELD BOOK: 24-28 PAGE(S): 55 DATE: 03-20-2025 FOLLOW UP: 05-28-2025	CREDIT: ROUTE 66 MOTORHEAD BAR & GRILL 800 TORONTO ROAD SPRINGFIELD, IL 62711 C/O RON METZGER PHONE - 217-479-7323	SURVEY TYPE: ANNEXATION PLAT SHEET 1 OF 1
PROJECT LOCATION: HICKS BAS SPRINGFIELD, INC. 8220 CANADIAN CROSS DRIVE SPRINGFIELD, IL 62711 PHONE - 217-585-1102 TAX ID NO. 22-34.0-100-035					

TRACT SURVEY

LEGAL DESCRIPTIONS

PARCEL 1: PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 15 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, BEING REFERENCED TO THE CENTERLINE OF SURVEY AND PLANS OF INTERSTATE HIGHWAY 55 BETWEEN SPRINGFIELD AND LITTONFIELD, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF, WEST HALF, NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 15 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, BEING REFERENCED TO THE CENTERLINE OF SURVEY AND PLANS OF INTERSTATE HIGHWAY 55 BETWEEN SPRINGFIELD AND LITTONFIELD, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF, WEST HALF, NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 15 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, BEING REFERENCED TO THE CENTERLINE OF SURVEY AND PLANS OF INTERSTATE HIGHWAY 55 BETWEEN SPRINGFIELD AND LITTONFIELD, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 2: PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 15 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, BEING REFERENCED TO THE CENTERLINE OF SURVEY AND PLANS OF INTERSTATE HIGHWAY 55 BETWEEN SPRINGFIELD AND LITTONFIELD, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF, WEST HALF, NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 15 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, BEING REFERENCED TO THE CENTERLINE OF SURVEY AND PLANS OF INTERSTATE HIGHWAY 55 BETWEEN SPRINGFIELD AND LITTONFIELD, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF, WEST HALF, NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 15 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, BEING REFERENCED TO THE CENTERLINE OF SURVEY AND PLANS OF INTERSTATE HIGHWAY 55 BETWEEN SPRINGFIELD AND LITTONFIELD, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTE: PARCEL 22-34.0-100-034 AND PARCEL 2 SHOWN ON THIS TRACT SURVEY WILL BE MADE OF SEPARATE TAX PARCELS AND WILL RECEIVE SEPARATE TAX BILLS DUE TO THE DIFFERENT TAXING BODIES. FUTURE SEPARATION OF THE PARCELS FOR INDIVIDUAL OWNERSHIP IS PROHIBITED UNLESS SEPARATION IS FOUND TO BE IN COMPLIANCE WITH ALL APPLICABLE CITY REGULATIONS (OR RELIEF FROM IS GRANTED) AND THE REQUIRED APPROVALS HAVE BEEN OBTAINED.

THERE APPEARS TO BE AN ENCROACHMENT FROM A FENCE ONTO CANADIAN CROSS DRIVE RIGHT-OF-WAY.

* PARCEL 2 TO BE COMBINED WITH TAX PARCEL NO. 22-34.0-100-034



SCALE IN FEET
0 50 100
BEARING ARE
SLANTY LINE
WEST ZONE (NAD 83)

REFERENCE DOCUMENTS

WARRANTY DEED
DOCUMENT NUMBER 2018090321
RECORDED: 03-04-2018

WARRANTY DEED
DOCUMENT NUMBER 2018030560
RECORDED: 09/24/2018

NO PART OF THIS PLAT IS LOCATED WITHIN A SPECIAL FLOOD HAZARDOUS AREA. IT IS IDENTIFIED AS ZONE X, AREA OF MINIMAL FLOOD HAZARD BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY ON FIRM # 1716700410P EFFECTIVE DATE 08/02/2007.

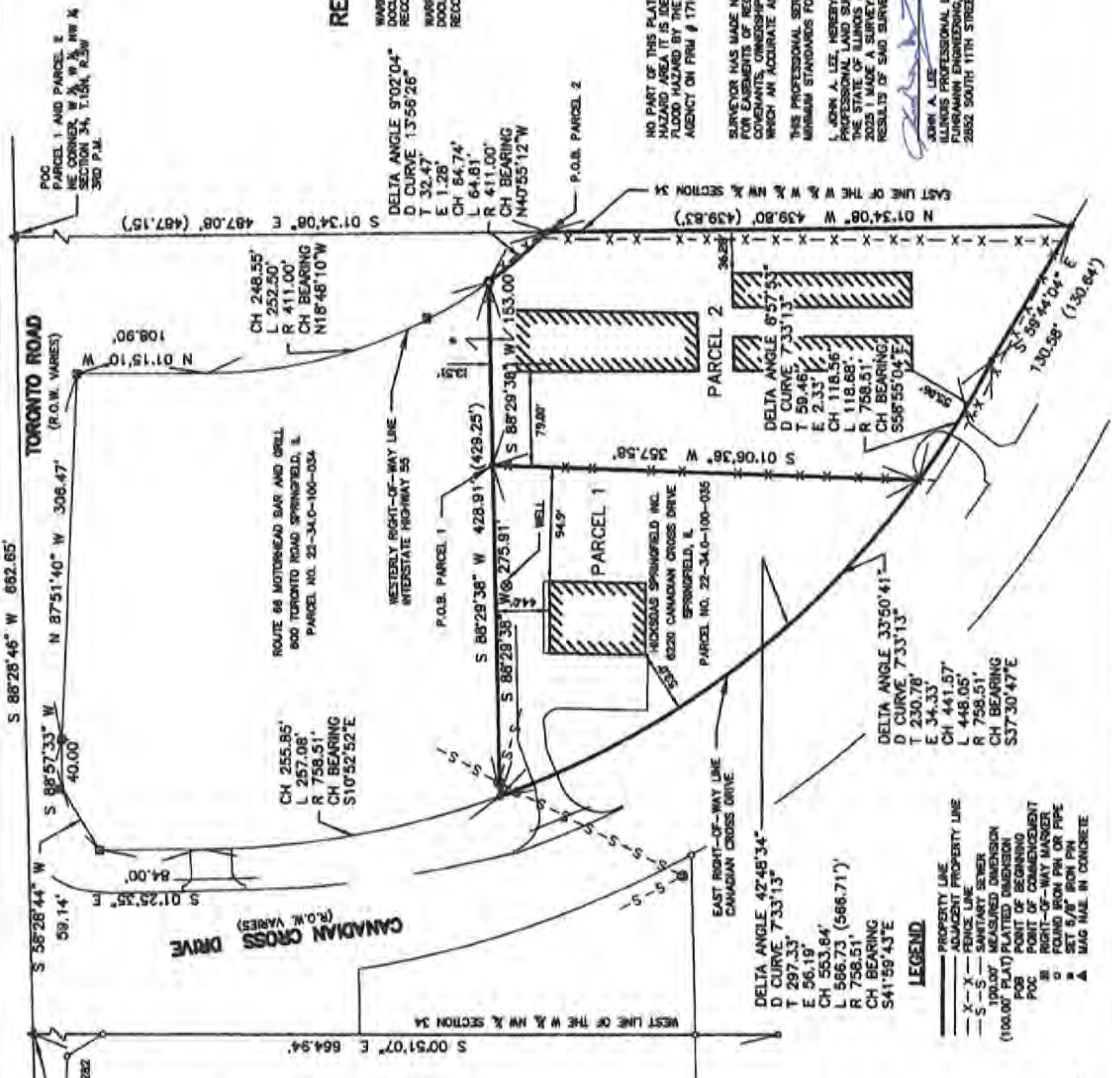
SEARCHER HAS MADE NO INVESTIGATION OR INSPECTION SEARCH FOR ENCUMBRANCES, RECORD ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

JOHN A. LEE, ILLINOIS CERTIFIED THAT I AM AN ILLINOIS LICENSED PROFESSIONAL LAND SURVEYOR NO. 3431 PLUMBING SPRINGFIELD, ILL. SPRINGFIELD, ILL. 2852 SOUTH 11TH STREET.

DATE 4/25/2025



EXPIRATION: 11/29/2028



JOB NO. 24-2309		FIELD BOOK: FB 38	SURVEY TYPE: TRACT SURVEY	
DRAWN BY: J. LEE	FIELD PAGES: 24-28	PROJECT LOCATION: HOOKS GAS SPRINGFIELD INC. 6220 TORONTO ROAD SPRINGFIELD, IL 62711		
DATE: 04-05-2025	CREW: SS	PHONE - 217-588-1102 TAX ID NO. 22-34.0-100-038		
CHECKED BY: J. DUPRES	FIELDWORK DATE: 03-20-2025	CLIENT: ROUTE 68 MOTORHEAD BAR & GRILL 6220 TORONTO ROAD SPRINGFIELD, IL 62711		
DATE: 04-05-2025	FOLLOW UP: 03-28-2025	PHONE - 217-679-7333		

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: 25-39

DATE OF 1ST READING: 9/2/25

OFFICE REQUESTING: Office of Public Works

CONTACT PERSON: Nathan Bottom

PHONE NUMBER: 789-2255

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

[Empty box for emergency justification]

TYPE OF ORDINANCE: Annexation Agreement FISCAL IMPACT:

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING EXECUTION OF AN ANNEXATION AGREEMENT BETWEEN THE CITY OF SPRINGFIELD AND HICKSGAS SPRINGFIELD INC. FOR THE PROPERTY LOCATED AT 6220 CANADIAN CROSS DRIVE FOR THE OFFICE OF PUBLIC WORKS

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

Plats
Title Commitments
Authorization of Signatures

CONTRACTOR / VENDOR NAME: N/A VENDOR NO:

CONTRACT TERM: N/A 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: 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)

Table with 6 columns: Fund, Agency, Org, Activity, Object, Amount. Rows 1-4.

Table with 6 columns: Fund, Agency, Org, Activity, Object, Amount. Rows 1-4.

FUNDS CHECK BY: Date:
DIRECTOR / SUPERVISOR SIGNATURE Date: 30 Jul 25
CITY PURCHASING AGENT: Date:

COMMENTS

This ordinance authorizes execution of an annexation agreement with Hicksgas Springfield, Inc. for the property located at 6220 Candian Cross Drive.

SIGN OFF: [Signature] (Mayor's Signature)

(Director of OBM)

2025-357

AN ORDINANCE APPROVING THE APPOINTMENT OF CORY W. BROWN AS EXECUTIVE DIRECTOR OF OAK RIDGE CEMETERY 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, pursuant to Section 92.15(b) of the 1988 City Code of Ordinances, as amended, the appointment of the Executive Director of Oak Ridge is subject to the approval of the Mayor, with the advice and consent of the City Council; and

WHEREAS, Greg Tally will retire September 12, 2025; and

WHEREAS, Mayor Misty Buscher desires to appoint Cory W. Brown to fill Greg Tally's position as the Executive Director of Oak Ridge Cemetery for the Office of Public Works.

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

Section 1: That the City Council hereby approves the appointment of Cory W. Brown, who resides in Springfield, IL as the Executive Director of Oak Ridge Cemetery for the Office of Public Works.

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


8-28-25

Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
 DATE OF 1ST READING: 9/2/2025

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 CORY W. BROWN AS THE EXECUTIVE DIRECTOR OF OAK RIDGE CEMETERY FOR THE OFFICE OF PUBLIC WORKS

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

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes No

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

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

FUNDS CHECK BY: _____ Date: _____
 DIRECTOR / SUPERVISOR SIGNATURE _____ Date: _____
 CITY PURCHASING AGENT: _____ Date: _____

COMMENTS

This ordinance will approve the appointment of Cory W. Brown to replace Greg Tally as the Executive Director of Oak Ridge Cemetery.

SIGN OFF: / [Signature] _____
 (Mayor's Signature) (Director of OBM)

2025-358

AN ORDINANCE APPROVING THE APPOINTMENT OF DIA LANGELLIER TO THE SPRINGFIELD MUNICIPAL BAND COMMISSION

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

WHEREAS, pursuant to Section 33.020(b)(c) of the 1988 City Code of Ordinances, as amended, the mayor, with the advice and consent of the City Council, shall appoint members to the Municipal Band Commission for three year terms; and

WHEREAS, Mayor Misty Buscher desires to appoint Dia Langellier for a three year term.

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

Section 1: That the City Council hereby approves the appointment of Dia Langellier, who resides in Springfield, to the Municipal Band Commission for a three year term and her term will expire September 2, 2028.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher



Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

REQUEST FORM NO: _____
 DATE OF 1ST READING: 8-26-05
9-2-25

OFFICE REQUESTING: MAYOR BUSCHER CONTACT PERSON BILLY FLEISCHLI
 PHONE NUMBER: 789-2200

EMERGENCY PASSAGE: No Yes If yes, explain justification.

TYPE OF ORDINANCE: APPOINTMENT TO COMMISSION FISCAL IMPACT: \$75.00
 (If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:
 THIS ORDINANCE IS TO APPOINT DIA LANGELLIER TO THE MUNICIPAL BAND COMMISSION.

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

CONTRACTOR / VENDOR NAI _____ VENDOR NO: _____

CONTRACT TERM _____ CONTRACT # _____ Change in Scope Yes No

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

Method of Purchase (check one) Previous Ord #'s _____
 Low Bid Other: _____ Is Purchasing Agent approval required No Yes
 Low Bid Meeting Specs Exception: _____ Is Purchasing Agent approval attached No Yes
 Low Evaluated Bid Code Provision _____

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

REVENUE					
Fund	Agency	Org	Activity	Source	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

FUNDS CHECK BY: _____ Date: _____
 DIRECTOR / SUPERVISOR SIGNATURE _____ Date: _____
 CITY PURCHASING AGENT: _____ Date: _____

COMMENTS

PURSUANT TO CITY OF SPRINGFIELD CODE OF ORDINANCES, CH. 33, SEC. 33.020, THIS ORDINANCE IS TO APPOINT DIA LANGELLIER, WHOM RESIDES ON LOMBARD AVE, SPRINGFIELD, TO THE MUNICIPAL BAND COMMISSION. APPOINTMENT IS TO FILL A VACANCY, TERM WILL EXPIRE 9/2/28. (1ST APPT.)

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

2025-359

AN ORDINANCE AUTHORIZING A DECREASE IN THE NUMBER OF CLASS "D" LIQUOR LICENSES BY ONE DUE TO CLOSURE OF MARYFLOR RESTAURANT, INC D/B/A MARYFLOR RESTAURANT LOCATED AT #2 WEST OLD STATE CAPITAL PLAZA

WHEREAS, Maryflor Restaurant, Inc. currently holds a Class "D" liquor license for the business known as Maryflor Restaurant located at #2 West Old State Capital Plaza; and

WHEREAS, Maryflor Restaurant, Inc. has closed the business and relinquished the Class "D" license; 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 "D" liquor licenses by one.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

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

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 8-28-25

Office of Corporation Counsel/Date

**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
9/2/2025	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Maryflor Restaurant, Inc. d/b/a Maryflor Restaurant		
LOCATION:	#2 West Old State Capital Plaza		
EMERGENCY PASSAGE: (Please check one)	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> X	<input type="checkbox"/> NO
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	Restaurant Closed		

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

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

SIGN OFF:  _____ **Mayor's Signature**  _____ **Date**

2025-360

AN ORDINANCE AUTHORIZING AN INCREASE IN THE NUMBER OF CLASS "B" LIQUOR LICENSES BY ONE FOR PEORIA ROAD MART, LLC D/B/A SUPER STATION, LOCATED AT 3840 N. PEORIA RD.

WHEREAS, Peoria Road Mart, LLC has applied for a Class "B" liquor license for the business known as Super Station located at 3840 N. Peoria Rd.; and

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

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

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

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

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

REQUESTED BY: Mayor Misty Buscher





Office of Corporation Counsel / Date 8-27-25

**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
9/2/2025	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Peoria Road Mart, LLC d/b/a Super Station		
LOCATION:	3840 N. Peoria Rd.		
EMERGENCY PASSAGE: (Please check one)	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	Package liquor sales - New Buisness		

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

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

SIGN OFF:  _____ **Mayor's Signature**  _____ **Date**

2025-361

AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "D" LIQUOR LICENSES BY ONE FOR SOY OAXACA RESTAURANT & BAR, INC D/B/A SOY OAXACA RESTAURANT & BAR, LOCATED AT #2 WEST OLD STATE CAPITAL PLAZA

WHEREAS, Soy Oaxaca Restaurant & Bar, Inc. has applied for a Class "D" liquor license for the business known as Soy Oaxaca Restaurant & Bar, located at #2 West Old State Capital Plaza; and

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

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

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

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

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

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

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

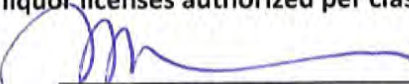

 8-27-25
Office of Corporation Counsel / Date

**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
9/2/2025	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Soy Oaxaca Restaurant & Bar Inc. d/b/a Soy Oaxaca Restaurant & Bar		
LOCATION:	#2 West Old State Capital Plaza		
EMERGENCY PASSAGE: (Please check one)	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	New Restaurant wanting to sell alcohol for onsite consumption		

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

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

SIGN OFF:  _____ **Mayor's Signature**  _____ **Date**

AN ORDINANCE AUTHORIZING PAYMENT OF \$32,500.00 FOR SETTLEMENT OF SANGAMON COUNTY COURT CASE 23-LA-26 ANTHONY v. CITY OF SPRINGFIELD, et. al.

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

WHEREAS, on February 18, 2022, Saris Anthony was injured in a motor vehicle accident at the intersection of 11th St. and Capital Ave., in Springfield; and

WHEREAS, Sharis Anthony filed a lawsuit in the Circuit Court of Sangamon County, Illinois in case number 23-LA-26, *Anthony v. City of Springfield et. al.*, alleging therein that his injuries were caused by negligent driving by Springfield employee Jerry Jones, who was on duty at the time; and

WHEREAS, the City of Springfield would be liable for any judgment; and

WHEREAS, Ms. Anthony is willing to settle this lawsuit with the City and Mr. Jones for a payment from the City in the amount of \$32,500.00; and

WHEREAS, it is in the best interest of the City to approve settlement of this case.

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

Section 1: That the City Council hereby authorizes settlement of Sangamon County Circuit Court case number 23-LA-26, *Anthony v. v. City of Springfield et. al.*, regarding the injury of the Plaintiff on February 18, 2022. The Mayor and City Clerk are authorized to execute any necessary documents on behalf of the City.

Section 2: That the Office of Budget and Management is hereby authorized to make payment jointly to Sharis Anthony and her attorneys, Noll Law Office in the amount of \$32,500.00, from account number 074-107-BMGT-LIAB-2220 in accordance with the terms of the settlement agreement for Sangamon County Circuit Court case number 23-LA-26, *Anthony v. v. City of Springfield et. al.*

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Chuck Redpath

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher


Office of Corporation Counsel / Date 8-27-25

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: 9/2/0205

OFFICE REQUESTING: CORPORATION COUNSEL

CONTACT PERSON: STEVEN RAHN

PHONE NUMBER: _____

EMERGENCY PASSAGE: No Yes If yes, explain justification.

TYPE OF ORDINANCE: SETTLEMENT FISCAL IMPACT: \$32,500.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT OF \$32,500.00 FOR SETTLEMENT OF SANGAMON COUNTY COURT CASE NO. 23-LA-26 ANTHONY V. 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: <input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
(Original amount if change order)	Change Order #	Additional Amount

Method of Purchase (check one)

- 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: _____

Previous Ord #'s _____

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						


EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	074	107	BMGT	LIAB	2220	\$ 32,500.00
2						
3						
4						

FUNDS CHECK BY: _____	Date: _____
DIRECTOR / SUPERVISOR SIGNATURE _____	Date: _____
CITY PURCHASING AGENT: _____	Date: _____

COMMENTS

ON FEBRUARY 18, 2022, SARIS ANTHONY WAS INJURED IN A MOTOR VEHICLE ACCIDENT AT THE INTERSECTION OF 11TH ST. AND CAPITAL AVE. MR. ANTHONY FILED A LAWSUIT WITH CIRCUIT COURT OF SANGAMON COUNTY, IL CASE NO. 23-LA-26 ANTHONY V. CITY OF SPRINGFIELD et.al., ALLEGING THAT HIS INJURIES WERE CAUSED BY NEGLIGENT DRIVING BY SPRINGFIELD EMPLOYEE JERRY JONES, WHO WAS ON DUTY AT THE TIME. MR ANTHONY IS WILLING TO SETTLE THIS LAWSUIT WITH THE CITY IN AN AMOUNT NOT TO EXCEED \$32,500.00.

SIGN OFF:  _____
 (Mayor's Signature) GRT

 (Director of OBM)

AN ORDINANCE AUTHORIZING A SPONSORSHIP TO FAE FOLK ART COLLECTIVE FOR THE 2025 FAE FOLK ART FESTIVAL TO BE HELD NO LATER THAN SEPTEMBER 30, 2025, IN AN AMOUNT NOT TO EXCEED PAYMENT OF \$1,500.00 FOR THE SPRINGFIELD CONVENTION & VISITORS BUREAU

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

WHEREAS, Article VII, Chapter 37, Section 37.62 of the 1988 City of Springfield Code of Ordinances provides for financial assistance to persons, partnerships, for-profit and not-for-profit entities; and

WHEREAS, Fae Folk Art Collective has requested financial assistance in the amount of \$1,500.00 for sponsorship of the 2025 Fae Folk Art Festival to be held no later than September 30, 2025; and

WHEREAS, the City desires to show its support for this event.

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

Section 1: That the City Council hereby approves payment of financial assistance in the amount of \$1,500.00 to Fae Folk Art Collective for sponsorship to be held no later than September 30, 2025, pursuant to provisions under Article VII, Chapter 37, Section 37.62 of the 1988 City of Springfield Code of Ordinances, as amended.

Section 2: That the Office of Budget and Management is hereby authorized to pay the amount of \$1,500.00 to Fae Folk Art Collective, from account number 021-114-VIST-VISIT-2110.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher


Office of Corporation Counsel / Date 8-27-25

EVENT SPONSORSHIP AWARD AGREEMENT

THIS AGREEMENT made and entered this _____, 2025, by and between, Fae Folk Art Collective (Organizer), and the **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation (the "City"), by and through the Springfield Convention and Visitors Bureau (the "SCVB"). The Owner and the City are sometimes collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Organizer agrees to host Fae Folk Art Festival ("Event") in Springfield, Illinois and the City agrees to support the Event under the terms and conditions outlined in this agreement;

NOW THEREFORE, in consideration of the premises and mutual obligations set forth herein, the Parties hereby covenant and agree as follows:

Section 1. Hotel Room Nights Required: The total number of hotel room nights Organizer shall sell for the Event in the City of Springfield must minimally total 0 room nights.

Section 2. Payment Terms: The City shall pay Organizer a sponsorship award in the amount of \$1,500. The agreed-upon sponsorship award shall be paid to the Organizer in one lump sum, contingent upon the Event occurring no later than September 30, 2025.

Section 3. Event Timeline: The Organizer agrees to host the Event in Springfield within the timeframe outlined (above). Any changes to the timeline must be agreed upon in writing by both parties.

Section 4. No Waiver. No waiver of a breach or violation of any provision of this Agreement by the City shall be construed as a waiver of any subsequent breach or limit or restrict any right or remedy otherwise available.

Section 5. Termination: If the event does not occur by September 30, 2025 Springfield shall not be obligated to pay the agreed-upon sponsorship award and/or be refunded any award amount paid in advance. Additionally, either party may terminate this Agreement upon written notice if the other party breaches a material term of this Agreement and fails to remedy such breach within 30 days of receiving notice.

Section 6. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any disputes arising under this Agreement shall be resolved in the courts of Sangamon County, Illinois.

Section 7. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. Any changes or alterations in this Agreement shall be valid and effective only if agreed upon in writing between the Parties. No amendment, alteration, modification or addition to this Agreement shall be valid or binding unless expressed in writing and signed by authorized representatives of each of the Parties.

IN WITNESS WHEREOF, the Parties execute this Agreement on the date first written above.

Organizer
By: _____

**CITY OF SPRINGFIELD, ILLINOIS, a
municipal corporation**

By: _____
Mayor Misty Buscher *GEA*

ORDINANCE FACT SHEET

DATE OF 1st READING: September 2, 2025

OFFICE REQUESTING: Convention & Visitors Bureau

CONTACT PERSON: Scott Dahl

PHONE NUMBER: 217.789.2360 x5531

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

FISCAL IMPACT: 1,500.00

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH AND PAYMENT IN AN AMOUNT NOT TO EXCEED \$1,500.00 TO FAE FOLK ART COLLECTIVE FOR THE 2025 FAE FOLK ART FESTIVAL FOR SPRINGFIELD CONVENTION & VISITORS BUREAU

CONTRACTOR / VENDOR NAME: Fae Folk Art Collective VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes No

CONTRACT AMOUNT: 1,500.00
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

- Low Bid
- Low Bid Meeting Specs
- Low Evaluated Bid
- Other: _____
- 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	021	114	VIST	VIST	2110	1,500.00
2						
3						
4						

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

Agreement

STAFF ANALYSIS

Convention & Visitors Advisory Board recommends \$1,500.00 sponsorship. The Fae Folk Art Festival will be returning for its second year at Union Square in downtown Springfield. The festival will host over thirty local artisans, live theatrical performances, fantasy authors, a costume contest, a poetry open mic, and several local non-profit organizations.

FUNDS CHECK BY: Wingerter, Justin G

Digitally signed by Wingerter, Justin G
DN: cn=Wingerter, Justin G, o=City of Springfield, ou=City of Springfield, email=Justin.Wingerter@springfield.il.gov, c=US

Date: _____

DIRECTOR / SUPERVISOR: Dahl, Scott

Digitally signed by Dahl, Scott
Date: 2025.08.19 14:55:20 -0500

Date: _____

CITY PURCHASING AGENT: Lesko, Mike

Digitally signed by Lesko, Mike
Date: 2025.08.20 12:48:05 -0500

Date: _____

SIGN OFF: _____

(Mayor's Signature) *GEM*

Ramona Metzger

Digitally signed by Ramona Metzger
Date: 2025.08.23 10:59:22 -0500

(Director of OBM)

The information supplied on this form is not confidential information.

2025-364

AN ORDINANCE AUTHORIZING A SPONSORSHIP PAYMENT OF \$5,000.00 TO BUZZ BOMB BREWING CO. FOR THE 2025 BUZZ BOMB OKTOBERFEST TO BE HELD NO LATER THAN SEPTEMBER 30, 2025, FOR THE SPRINGFIELD CONVENTION & VISITORS BUREAU

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, Chapter 37, Section 37.62 of the 1988 City of Springfield Code of Ordinances provides for financial assistance to persons, partnerships, for-profit and not-for-profit entities; and

WHEREAS, the sponsors of the 2025 Buzz Bomb Oktoberfest have requested \$5,000.00 to fund the event to be held no later than September 30, 2025, and pursuant to the sponsorship award attached within; and

WHEREAS, the City desires to show its support for this event.

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

Section 1: That the City Council hereby approves financial assistance in the amount of \$5,000.00 pursuant to provisions under Article VII, Chapter 37, Section 37.62 of the 1988 City of Springfield Code of Ordinances, as amended, as a sponsorship for the 2025 Buzz Bomb Oktoberfest to be held no later than September 30, 2025.

Section 2: That the Office of Budget and Management is hereby authorized to pay \$5,000.00 to the sponsors of the 2025 Buzz Bomb Oktoberfest from account number 021-114-VIST-VIST-2110.

Section 3: That the City Clerk is hereby directed to publish this ordinance in pamphlet form.

Section 4: This ordinance shall become effective immediately after its passage and publication in pamphlet form.

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher



Office of Corporation Counsel/Date

EVENT SPONSORSHIP AWARD AGREEMENT

THIS AGREEMENT made and entered this _____, 2025, by and between, Buzz Bomb Brewing Co (Organizer), and the **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation (the “City”), by and through the Springfield Convention and Visitors Bureau (the “SCVB”). The Owner and the City are sometimes collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, the Organizer agrees to host Oktoberfest (“Event”) in Springfield, Illinois and the City agrees to support the Event under the terms and conditions outlined in this agreement;

NOW THEREFORE, in consideration of the premises and mutual obligations set forth herein, the Parties hereby covenant and agree as follows:

Section 1. Hotel Room Nights Required: The total number of hotel room nights Organizer shall sell for the Event in the City of Springfield must minimally total 0 room nights.

Section 2. Payment Terms: The City shall pay Organizer a sponsorship award in the amount of \$5,000. The agreed-upon sponsorship award shall be paid to the Organizer in one lump sum, contingent upon the Event occurring no later than September 30, 2025.

Section 3. Event Timeline: The Organizer agrees to host the Event in Springfield within the timeframe outlined (above). Any changes to the timeline must be agreed upon in writing by both parties.

Section 4. No Waiver. No waiver of a breach or violation of any provision of this Agreement by the City shall be construed as a waiver of any subsequent breach or limit or restrict any right or remedy otherwise available.

Section 5. Termination: If the event does not occur by September 30, 2025 Springfield shall not be obligated to pay the agreed-upon sponsorship award and/or be refunded any award amount paid in advance. Additionally, either party may terminate this Agreement upon written notice if the other party breaches a material term of this Agreement and fails to remedy such breach within 30 days of receiving notice.

Section 6. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any disputes arising under this Agreement shall be resolved in the courts of Sangamon County, Illinois.

Section 7. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. Any changes or alterations in this Agreement shall be valid and effective only if agreed upon in writing between the Parties. No amendment, alteration, modification or addition to this Agreement shall be valid or binding unless expressed in writing and signed by authorized representatives of each of the Parties.

IN WITNESS WHEREOF, the Parties execute this Agreement on the date first written above.

Organizer
By: _____

**CITY OF SPRINGFIELD, ILLINOIS, a
municipal corporation**

By: _____
Mayor Misty Buscher *MB*

ORDINANCE FACT SHEET

DATE OF 1st READING: September 2, 2025

OFFICE REQUESTING: Convention & Visitors Bureau

CONTACT PERSON: Scott Dahl

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

PHONE NUMBER: 217.789.2360 x5531

FISCAL IMPACT: \$5,000.00

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH AND PAYMENT IN AN AMOUNT NOT TO EXCEED \$5,000 TO BUZZ BOMB BREWING CO FOR THE 2025 BUZZ BOMB OKTOBERFEST FOR SPRINGFIELD CONVENTION & VISITORS BUREAU

CONTRACTOR / VENDOR NAME: Buzz Bomb Brewing Co VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes No

CONTRACT AMOUNT: \$5,000.00
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

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

Previous Ord #'s _____

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	021	114	VIST	VIST	2110	5,000.00
2						
3						
4						

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

Agreement

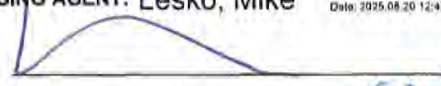

STAFF ANALYSIS

Convention & Visitors Advisory Board recommends \$5,000 sponsorship. A family friendly event, to showcase great music, local businesses, and celebrate the Springfield community downtown Adams family block.

FUNDS CHECK BY: Wingerter, Justin G. Digitally signed by Wingerter, Justin G. DN: cn=Wingerter, Justin G., ou=City of Springfield, ou=Department of Finance, email=jwingerter@springfield.il.us, date=2025.08.20 10:11:00 -0500 Date: _____

DIRECTOR / SUPERVISOR: Dahl, Scott Digitally signed by Dahl, Scott Date: 2025.08.19 14:54:53 -0500 Date: _____

CITY PURCHASING AGENT: Lesko, Mike Digitally signed by Lesko, Mike Date: 2025.08.20 12:47:28 -0500 Date: _____

SIGN OFF: 
(Mayor's Signature) 

Ramona Metzger Digitally signed by Ramona Metzger Date: 2025.08.23 10:54:04 -0500
(Director of OBM)

The information supplied on this form is not confidential information.

2025-365

AN ORDINANCE AUTHORIZING A SPONSORSHIP TO MIDWEST TOY AND COMIC FEST FOR SPRINGFIELD COMIC-CON 2 EVENT TO BE HELD NO LATER THAN APRIL 2026, IN AN AMOUNT NOT TO EXCEED PAYMENT OF \$5,000.00 FOR THE SPRINGFIELD CONVENTION & VISITORS BUREAU

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

WHEREAS, Article VII, Chapter 37, Section 37.62 of the 1988 City of Springfield Code of Ordinances provides for financial assistance to persons, partnerships, for-profit and not-for-profit entities; and

WHEREAS, Midwest Toy and Comic Fest has requested financial assistance in the amount of \$5,000.00 for sponsorship of the Springfield Comic-Con 2 Event to be held no later than April 2026; and

WHEREAS, the City desires to show its support for this event.

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

Section 1: That the City Council hereby approves payment of financial assistance in the amount of \$5,000.00 to Midwest Toy and Comic Fest for sponsorship to be held no later than April 2026, pursuant to provisions under Article VII, Chapter 37, Section 37.62 of the 1988 City of Springfield Code of Ordinances, as amended.

Section 2: That the Office of Budget and Management is hereby authorized to pay the amount of \$5,000.00 to Midwest Toy and Comic Fest, from account number 021-114-VIST--VISIT-2110.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher



Office of Corporation Counsel / Date

EVENT SPONSORSHIP AWARD AGREEMENT

THIS AGREEMENT made and entered this _____, 2025, by and between, Midwest Toy and Comic Fest (Organizer), and the **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation (the “City”), by and through the Springfield Convention and Visitors Bureau (the “SCVB”). The Owner and the City are sometimes collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, the Organizer agrees to host Springfield Comic-Con 2 (“Event”) in Springfield, Illinois and the City agrees to support the Event under the terms and conditions outlined in this agreement;

NOW THEREFORE, in consideration of the premises and mutual obligations set forth herein, the Parties hereby covenant and agree as follows:

Section 1. Hotel Room Nights Required: The total number of hotel room nights Organizer shall sell for the Event in the City of Springfield must minimally total 0 room nights.

Section 2. Payment Terms: The City shall pay Organizer a sponsorship award in the amount of \$5,000. The agreed-upon sponsorship award shall be paid to the Organizer in one lump sum, contingent upon the Event occurring no later than April 30, 2026.

Section 3. Event Timeline: The Organizer agrees to host the Event in Springfield within the timeframe outlined (above). Any changes to the timeline must be agreed upon in writing by both parties.

Section 4. No Waiver. No waiver of a breach or violation of any provision of this Agreement by the City shall be construed as a waiver of any subsequent breach or limit or restrict any right or remedy otherwise available.

Section 5. Termination: If the event does not occur by April 30, 2026 Springfield shall not be obligated to pay the agreed-upon sponsorship award and/or be refunded any award amount paid in advance. Additionally, either party may terminate this Agreement upon written notice if the other party breaches a material term of this Agreement and fails to remedy such breach within 30 days of receiving notice.

Section 6. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any disputes arising under this Agreement shall be resolved in the courts of Sangamon County, Illinois.

Section 7. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. Any changes or alterations in this Agreement shall be valid and effective only if agreed upon in writing between the Parties. No amendment, alteration, modification or addition to this Agreement shall be valid or binding unless expressed in writing and signed by authorized representatives of each of the Parties.

IN WITNESS WHEREOF, the Parties execute this Agreement on the date first written above.

Organizer
By: _____

**CITY OF SPRINGFIELD, ILLINOIS, a
municipal corporation**

By: _____
Mayor Misty Buscher

ORDINANCE FACT SHEET

DATE OF 1st READING: September 2, 2025

OFFICE REQUESTING: Convention & Visitors Bureau

CONTACT PERSON: Scott Dahl

PHONE NUMBER: 217.789.2360 x5531

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

FISCAL IMPACT: \$5,000.00

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH AND PAYMENT IN AN AMOUNT NOT TO EXCEED \$5,000 TO MIDWEST TOY AND COMIC FEST FOR THE SPRINGFIELD COMIC-CON 2 EVENT APRIL 2026 FOR THE SPRINGFIELD CONVENTION & VISITORS BUREAU

CONTRACTOR / VENDOR NAME: Midwest Toy and Comic Fest VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes No

CONTRACT AMOUNT: \$5,000.00
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

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

Previous Ord #'s _____

Is Purchasing Agent approval required? No Yes

Is Purchasing Agent approval attached? No Yes

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	021	114	VIST	VIST	2110	5,000.00
2						
3						
4						

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

Agreement

STAFF ANALYSIS

Convention & Visitors Advisory Board recommends \$5,000 sponsorship for the Springfield Comic-Con 2 event in April 2026. The event will bring 100 vendors from out of town/state and multiple celebrity guest from across the country.

FUNDS CHECK BY: Wingter, Justin G. Digitally signed by Wingter, Justin G. DN: cn=Justin G. Wingter, o=City of Springfield, ou=City of Springfield, email=Justin.Wingter@cityofspringfield.org, c=US

Date: _____

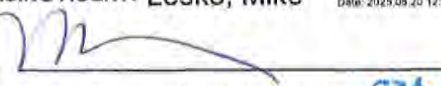
DIRECTOR / SUPERVISOR: Dahl, Scott Digitally signed by Dahl, Scott Date: 2025.08.19 14:57:02 -0500'

Date: _____

CITY PURCHASING AGENT: Lesko, Mike Digitally signed by Lesko, Mike Date: 2025.08.20 12:49:31 -0500'

Date: _____

SIGN OFF: _____


(Mayor's Signature) *GM*

Ramona Metzger Digitally signed by Ramona Metzger Date: 2025.08.23 11:02:23 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2025-366

AN ORDINANCE AUTHORIZING A SPONSORSHIP TO SPRINGFIELD ART ASSOCIATION FOR THE PAINT THE STREET EVENT TO BE HELD JUNE 2026, IN AN AMOUNT NOT TO EXCEED PAYMENT OF \$5,000.00 FOR THE SPRINGFIELD CONVENTION & VISITORS BUREAU

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

WHEREAS, Article VII, Chapter 37, Section 37.62 of the 1988 City of Springfield Code of Ordinances provides for financial assistance to persons, partnerships, for-profit and not-for-profit entities; and

WHEREAS, Springfield Art Association has requested financial assistance in the amount of \$5,000.00 for sponsorship of the 2026 Paint the Street Event to be held June 2026; and

WHEREAS, the City desires to show its support for this event.

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

Section 1: That the City Council hereby approves payment of financial assistance in the amount of \$5,000.00 to Springfield Art Association for sponsorship to be June 2026, pursuant to provisions under Article VII, Chapter 37, Section 37.62 of the 1988 City of Springfield Code of Ordinances, as amended.

Section 2: That the Office of Budget and Management is hereby authorized to pay the amount of \$5,000.00 to Springfield Art Association, from account number 021-114-VIST-VISIT-2110.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher



Office of Corporation Counsel / Date

EVENT SPONSORSHIP AWARD AGREEMENT

THIS AGREEMENT made and entered this _____, 2025, by and between, Springfield Art Association (Organizer), and the **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation (the “City”), by and through the Springfield Convention and Visitors Bureau (the “SCVB”). The Owner and the City are sometimes collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, the Organizer agrees to host Paint the Street (“Event”) in Springfield, Illinois and the City agrees to support the Event under the terms and conditions outlined in this agreement;

NOW THEREFORE, in consideration of the premises and mutual obligations set forth herein, the Parties hereby covenant and agree as follows:

Section 1. Hotel Room Nights Required: The total number of hotel room nights Organizer shall sell for the Event in the City of Springfield must minimally total 0 room nights.

Section 2. Payment Terms: The City shall pay Organizer a sponsorship award in the amount of \$5,000. The agreed-upon sponsorship award shall be paid to the Organizer in one lump sum, contingent upon the Event occurring no later than June 30, 2026.

Section 3. Event Timeline: The Organizer agrees to host the Event in Springfield within the timeframe outlined (above). Any changes to the timeline must be agreed upon in writing by both parties.

Section 4. No Waiver. No waiver of a breach or violation of any provision of this Agreement by the City shall be construed as a waiver of any subsequent breach or limit or restrict any right or remedy otherwise available.

Section 5. Termination: If the event does not occur by June 30, 2026 Springfield shall not be obligated to pay the agreed-upon sponsorship award and/or be refunded any award amount paid in advance. Additionally, either party may terminate this Agreement upon written notice if the other party breaches a material term of this Agreement and fails to remedy such breach within 30 days of receiving notice.

Section 6. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any disputes arising under this Agreement shall be resolved in the courts of Sangamon County, Illinois.

Section 7. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. Any changes or alterations in this Agreement shall be valid and effective only if agreed upon in writing between the Parties. No amendment, alteration, modification or addition to this Agreement shall be valid or binding unless expressed in writing and signed by authorized representatives of each of the Parties.

IN WITNESS WHEREOF, the Parties execute this Agreement on the date first written above.

Organizer
By: _____

**CITY OF SPRINGFIELD, ILLINOIS, a
municipal corporation**

By: _____
Mayor Misty Buscher

ORDINANCE FACT SHEET

DATE OF 1st READING: September 2, 2025

OFFICE REQUESTING: Convention & Visitors Bureau

CONTACT PERSON: Scott Dahl

PHONE NUMBER: 217.789.2360 x5531

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

FISCAL IMPACT: \$5,000.00

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH AND PAYMENT IN AN AMOUNT NOT TO EXCEED \$5,000 TO SPRINGFIELD ART ASSOCIATION FOR THE PAINT THE STREET EVENT TO BE HELD JUNE 2026 FOR THE SPRINGFIELD CONVENTION & VISITORS BUREAU

CONTRACTOR / VENDOR NAME: Springfield Art Association VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes No

CONTRACT AMOUNT: \$5,000.00
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

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

Previous Ord #'s _____

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	021	114	VIST	VIST	2110	5,000.00
2						
3						
4						

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

Agreement

STAFF ANALYSIS

Convention & Visitors Advisory Board recommends \$5,000 sponsorship for the 2026 Paint the Street event in June 2026. The event will include Route 66 Centennial branding and fifty (50) squares to be utilized for a Stay & Paint hotel promotion.

FUNDS CHECK BY: Wingerter, Justin G

Digitally signed by Wingerter, Justin G
DN: cn=Wingerter, Justin G, o=City of Springfield, ou=City of Springfield, email=jwingerter@springfield.il.gov, c=US, date=2025.08.19 14:57:50 -0500

Date: _____

DIRECTOR / SUPERVISOR: Dahl, Scott

Digitally signed by Dahl, Scott
Date: 2025.08.19 14:57:50 -0500

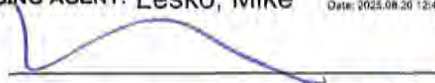
Date: _____

CITY PURCHASING AGENT: Lesko, Mike

Digitally signed by Lesko, Mike
Date: 2025.08.20 12:49:00 -0500

Date: _____

SIGN OFF: _____



(Mayor's Signature)



Ramona Metzger

Digitally signed by Ramona Metzger
Date: 2025.08.23 10:46:11 -0500

(Director of OBM)

The information supplied on this form is not confidential information.

2025-367

AN ORDINANCE AUTHORIZING A SPONSORSHIP TO SPRINGFIELD AREA ARTS COUNCIL FOR THE 2026 LEVITT AMP SPRINGFIELD SERIES TO BE HELD NO LATER THAN AUGUST 31, 2026, IN AN AMOUNT NOT TO EXCEED PAYMENT OF \$13,500.00 FOR THE SPRINGFIELD CONVENTION & VISITORS BUREAU

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

WHEREAS, Article VII, Chapter 37, Section 37.62 of the 1988 City of Springfield Code of Ordinances provides for financial assistance to persons, partnerships, for-profit and not-for-profit entities; and

WHEREAS, Springfield Area Arts Council has requested financial assistance in the amount of \$13,500.00 for sponsorship of the 2026 Levitt Amp Springfield Series Event to be held no later than August 31, 2026; and

WHEREAS, the City desires to show its support for this event.

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

Section 1: That the City Council hereby approves payment of financial assistance in the amount of \$13,500.00 to Springfield Area Arts Council for the 2026 Levit Amp Springfield Series Event sponsorship to be held no later than August 31, 2026, pursuant to provisions under Article VII, Chapter 37, Section 37.62 of the 1988 City of Springfield Code of Ordinances, as amended.

Section 2: That the Office of Budget and Management is hereby authorized to pay the amount of \$13,500.00 to Springfield Area Arts Council, from account number 021-114-VIST-VISIT-2110.

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


8-27-21
Office of Corporation Counsel / Date

EVENT SPONSORSHIP AWARD AGREEMENT

THIS AGREEMENT made and entered this _____, 2025, by and between, Springfield Area Arts Council (Organizer), and the **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation (the "City"), by and through the Springfield Convention and Visitors Bureau (the "SCVB"). The Owner and the City are sometimes collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Organizer agrees to host Levitt Amp Springfield Music Series ("Event") in Springfield, Illinois and the City agrees to support the Event under the terms and conditions outlined in this agreement;

NOW THEREFORE, in consideration of the premises and mutual obligations set forth herein, the Parties hereby covenant and agree as follows:

Section 1. Hotel Room Nights Required: The total number of hotel room nights Organizer shall sell for the Event in the City of Springfield must minimally total 0 room nights.

Section 2. Payment Terms: The City shall pay Organizer a sponsorship award in the amount of \$13,500. The agreed-upon sponsorship award shall be paid to the Organizer in one lump sum, contingent upon the Event occurring no later than August 31, 2026.

Section 3. Event Timeline: The Organizer agrees to host the Event in Springfield within the timeframe outlined (above). Any changes to the timeline must be agreed upon in writing by both parties.

Section 4. No Waiver. No waiver of a breach or violation of any provision of this Agreement by the City shall be construed as a waiver of any subsequent breach or limit or restrict any right or remedy otherwise available.

Section 5. Termination: If the event does not occur by August 31, 2026 Springfield shall not be obligated to pay the agreed-upon sponsorship award and/or be refunded any award amount paid in advance. Additionally, either party may terminate this Agreement upon written notice if the other party breaches a material term of this Agreement and fails to remedy such breach within 30 days of receiving notice.

Section 6. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any disputes arising under this Agreement shall be resolved in the courts of Sangamon County, Illinois.

Section 7. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. Any changes or alterations in this Agreement shall be valid and effective only if agreed upon in writing between the Parties. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by authorized representatives of each of the Parties.

IN WITNESS WHEREOF, the Parties execute this Agreement on the date first written above.

Organizer
By: _____

**CITY OF SPRINGFIELD, ILLINOIS, a
municipal corporation**

By: _____
Mayor Misty Buscher *GEM*

ORDINANCE FACT SHEET

DATE OF 1st READING: September 2, 2025

OFFICE REQUESTING: Convention & Visitors Bureau

CONTACT PERSON: Scott Dahl

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

PHONE NUMBER: 217.789.2360 x5531

FISCAL IMPACT: \$13,500.00

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH AND PAYMENT IN AN AMOUNT NOT TO EXCEED \$13,500 TO SPRINGFIELD AREA ARTS COUNCIL FOR THE 2026 LEVITT AMP SPRINGFILED SERIES FOR THE SPRINGFIELD CONVENTION & VISITORS BUREAU

CONTRACTOR / VENDOR NAME: Springfield Area Arts Council VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes No

CONTRACT AMOUNT: \$13,500
(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	021	114	VIST	VIST	2110 13,500
2					
3					
4					

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

Agreement

STAFF ANALYSIS

Convention & Visitors Advisory Board recommends \$13,500 sponsorship for the 2026 Levitt Amp Springfield summer series in 2026. The music series continues to bridge community members from all walks of life to enjoy free, live music and build shared vision in downtown Springfield.

FUNDS CHECK BY: Wingerter, Justin G.
Digitally signed by Wingerter, Justin G.
DN: cn=Wingerter, Justin G., o=City of Springfield, ou=City of Springfield, email=jwingerter@springfield.il.gov, c=US
Date: 2025.08.20 12:46:31 -05'00'

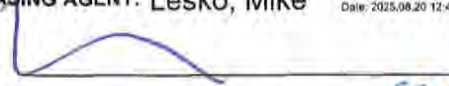
Date: _____

DIRECTOR / SUPERVISOR: Dahl, Scott
Digitally signed by Dahl, Scott
Date: 2025.08.19 14:55:59 -05'00'

Date: _____

CITY PURCHASING AGENT: Lesko, Mike
Digitally signed by Lesko, Mike
Date: 2025.08.20 12:46:31 -05'00'

Date: _____

SIGN OFF: 
(Mayor's Signature) *GBM*

Ramona Metzger
Digitally signed by Ramona Metzger
Date: 2025.08.23 10:55:30 -05'00'
(Director of OBM)

The information supplied on this form is not confidential information.

2025-368

AN ORDINANCE AUTHORIZING A BUDGETARY TRANSFER OF FUNDS TO ALLOCATE SUB RECIPIENT EXPENSES TO THE APPROPRIATE EXPENSE LINE DURING FY26 FOR THE DEPARTMENT OF COMMERCE AND ECONOMIC FOR COMMUNITY CONNECTIONS GRANT NO. 23-203186 FROM ONE ACCOUNT TO ANOTHER WITHIN THE SAME FUND

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

WHEREAS, the Department of Planning and Economic Development is requesting a budgetary transfer from one account to another within the same fund to correct the recorded expenditures and future expenditures appropriately; and

WHEREAS, Grant No. 23-203186 provided \$645,000.00 for a teen empowerment zone which provides mentorship and education for youth in the city including a salaried officer position, a physical space and technological components; and

WHEREAS, the City used a core grant in the amount of \$400,000 from the Illinois State Representative for the 96th District to purchase real property and improvements for location of the empowerment zone; and

WHEREAS, the budget allocation for Grant No. 23-203186 received approval from city officials, including Police Chief Scarlett, and state officials, and signed approval of Mayor Langfelder, Alderman Gregory, and Alderman Williams; and

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

Section 1: That two-thirds of the City Council hereby authorizes a budgetary transfer from one account to another within the same fund for the Springfield Police Department of Commerce and Economic for the community connections Grant No. 23-203186 in the amount of \$468,583.25

Section 2: That the Office of Budget and Management is hereby authorized to effectuate this transfer as follows:

FROM ACCOUNT	INTO ACCOUNT
070-112-POLC-ILCJ-1232	070-112-POLC-ILCJ-2110

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher



Office of Corporation Counsel / Date 8-28-25

FY25 CCON Grant Sub Recipient Log

Better Life Better Living for Kids		VC*8574		Check # / MDW		
AD002	1/31/2025	AD,104,AUTO0129250000050899	\$29,501.57	PRC,112,00000430237	497-11-23 #2	32 00000000413116
AD003	3/7/2025	AD,104,AUTO0305250000051652	\$27,698.42	PRC,112,00000432417	497-11-23 #3	32 00000000413968
			\$57,199.99			
One In A Million		VC*00NE5000				
AD001	9/27/2024	AD,104,AUTO0925240000048140	\$8,875.87	PRC,112,00000421866	08/01/2024-08/31/2024	32 00000000410344
AD001	10/25/2024	AD,104,AUTO1023240000048804	\$4,782.22	PRC,112,00000423759	10/08/2024	32 00000000411013
AD001	11/27/2024	AD,104,AUTO1125240000049584	\$8,202.86	PRC,112,00000428307	11/05/2024	32 00000000411850
AD001	1/17/2025	AD,104,AUTO0115250000050612	\$5,280.00	PRC,112,00000429000	12/06/2024	32 00000000412822
AD001	1/24/2025	AD,104,AUTO0122250000050745	\$5,805.23	PRC,112,00000429471	01/08/2025	32 00000000412955
AD001	2/28/2025	AD,104,AUTO0226250000051373	\$6,506.44	PRC,112,00000431724	02/06/2025	32 00000000413569
AD001	4/17/2025	AD,104,AUTO0415250000052503	\$6,896.34	PRC,112,00000435175	03/08/2025	32 00000000414701
			\$46,148.76			
Springfield Park District		VC*SP007935				
AD002	3/14/2025	AD,104,AUTO0312250000051739	\$73,068.00	PRC,112,00000432899	499-11-23 #1	32 00000000413950
			\$73,068.00			
Total FY25			\$176,416.75			

Total Budgeted amount for all Sub recipient agreements is \$645,000. FY25 expenses needing moved to 001-112-POLC-ILCJ-2110 is \$176,416.75. The leaves \$468,583.25 of budget to be moved to FY26 001-112-POLC-ILCJ-2110.

AN ORDINANCE AUTHORIZING A SUBRECIPIENT GRANT AGREEMENT WITH BETTER LIFE BETTER LIVING FOR KIDS AND PAYMENT IN THE AMOUNT OF \$215,000.00 PURSUANT TO GRANT NO. 23-203186 FROM THE STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY IN THE AMOUNT OF \$3,000,000.00, FOR THE COMMUNITY CONNECTIONS PROGRAM FOR THE SPRINGFIELD POLICE DEPARTMENT, AS AMENDED

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

WHEREAS, the purpose of this allocation is to expand youth services programs to provide educational, recreational, and mentorship opportunities for the youth in the empowerment zone and Eastside community; and

WHEREAS, Grant No. 23-203186 provided \$645,000.00 for a teen empowerment zone which would provide mentorship and education for youth in the city including a salaried officer position, a physical space and technological components; and

WHEREAS, the City used a core grant in the amount of \$400,000 from the Illinois State Representative for the 96th District to purchase real property and improvements for location of the empowerment zone; and

WHEREAS, the budget allocation for Grant No. 23-203186 received approval from city officials, including Police Chief Scarlette, and state officials, and signed approval of Mayor Langfelder, Alderman Gregory, and Alderman Williams; and

WHEREAS, the City of Springfield's Office of Planning and Economic Development shall administer a Subrecipient Grant Agreement with Better Life Better Living for Kids upon approval from the State of Illinois; and

WHEREAS, Better Life Better Living for Kids, shall utilize the allocated funds to expand youth services programs to provide educational, recreational, and mentorship opportunities for the youth in the empowerment zone and Eastside community, enhance and continue mentorship, activities, health and wellness activities, implement virtual reality programs to provide immersive and educational experiences for the youth, conduct financial literacy programs to equip the youth with essential financial management skills and support other approved activities related to violence prevention efforts in the Eastside community; and

WHEREAS, Better Life Better Living for Kids, shall provide quarterly reports to the granting authority detailing the progress, fund utilization, and outcomes of the programs funded by this grant; and

WHEREAS, the granting authority reserves the right to conduct audits or evaluations to ensure proper utilization of the allocated funds and adherence to the grant's objectives; and

WHEREAS, the final Subrecipient Grant Agreement, once approved, shall be located in the Office of the City Clerk; and

WHEREAS, it is in the best interest of the City of Springfield to authorize a Subrecipient Grant Agreement with Better Life Better Living for Kids to expand youth services programs to provide educational, recreational, and mentorship opportunities for the youth in the empowerment zone and Eastside community in the amount not to exceed \$215,000.00 utilizing the Springfield Police Department's Community Connection Grant funds.

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

Section 1: That the City Council hereby authorizes, pending State approval, a Subrecipient Grant Agreement with Better Life Better Living for Kids for use of the Springfield Police Department's Community Connections Grant funds in an amount not to exceed \$215,000.00 to expand youth services programs to provide educational, recreational, and mentorship opportunities for the youth in the empowerment zone and Eastside community.

Section 2: That provided the use is approved by the state, the Office of Budget and Management is hereby authorized to make payment in an amount not to exceed \$215,000.00 to Better Life Better Living for Kids pursuant to the terms and conditions of the Subrecipient Grant Agreement entered into between the parties. The city is hereby authorized to enter into a Subrecipient Agreement with Better Life Better Living for Kids upon approval of a revised budget from the State of Illinois Department of Commerce and Economic Opportunity. The Mayor and City Clerk are hereby authorized to approve and execute any documents on behalf of the City to carry out the terms of this Ordinance.

Section 3: That Better Life Better Living for Kids and the City of Springfield shall collaborate to ensure the timely and effective implementation of the programs funded by this grant and utilize the allocated funds to: (a) expand youth services programs to provide educational, recreational, and mentorship opportunities to the youth in the Empowerment Zone and Eastside community; (b) enhance and continue mentorship, activities, health and wellness activities; (c) implement virtual reality programs to provide immersive and educational experiences for the youth; (d) conduct financial literacy programs to equip the youth with essential financial management skills; and (e) support other approved activities related to violence prevention efforts in the Eastside community.

Section 4: That Better Life Better Living for Kids shall (a) provide annual reports to the City of Springfield detailing the progress, utilization of funds and outcomes of the programs funded by this grant and (b) The City of Springfield reserves the right to conduct audits or evaluations to ensure the appropriate utilization of the allocated funds and adherence to the grant's objectives.

Section 5: That if any provision or part of this ordinance is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Section 6: That this ordinance shall be enacted and implemented in accordance with the laws and regulations of the State of Illinois and the City of Springfield.

S:\WPDOCS\ORDINANCE\DEV\SUBREC\S215,000.00 Better Life Better Living for Kids subrec - as amended (1) .docx kc Tracking No. 2023-430

2025-03-09 2023-430

497-11-23

Section 7: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

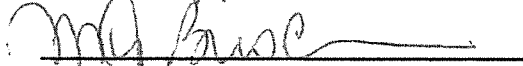
PASSED: Nov. 21, 2023

RECORDED: Nov. 22, 2023

ATTEST: 
City Clerk Frank J. Lesko

Requested by: Alderman Shawn Gregory

SIGNED: Nov. 22, 2023


Mayor Misty Buscher

Approved as to legal sufficiency:


Office of Corporation Counsel / Date 11/22/23

AN ORDINANCE AUTHORIZING A SUBRECIPIENT GRANT AGREEMENT WITH ONE IN A MILLION INC. AND PAYMENT IN THE AMOUNT OF \$215,000.00 PURSUANT TO GRANT NO. 23-203186 FROM THE STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY IN THE AMOUNT OF \$3,000,000.00, FOR THE COMMUNITY CONNECTIONS PROGRAM FOR THE SPRINGFIELD POLICE DEPARTMENT, AS AMENDED

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

WHEREAS, the purpose of this allocation is to expand current programming in youth services, technology, e-sports, virtual reality, financial literacy, and other approved activities pertaining to violence prevention efforts in the empowerment zone and Eastside community; and

WHEREAS, Grant No. 23-203186 provided \$645,000.00 for a teen empowerment zone which would provide mentorship and education for youth in the city including a salaried officer position, a physical space and technological components; and

WHEREAS, the City used a core grant in the amount of \$400,000 from the Illinois State Representative for the 96th District to purchase real property and improvements for location of the empowerment zone; and

WHEREAS, the budget allocation for Grant No. 23-203186 received approval from city officials, including Police Chief Scarlette, and state officials, and signed approval of Mayor Langfelder, Alderman Gregory, and Alderman Williams; and

WHEREAS, the City of Springfield's Office of Planning and Economic Development shall administer a Subrecipient Grant Agreement with One in a Million, Inc. upon approval from the State of Illinois; and

WHEREAS, One in a Million Inc. shall utilize the allocated funds to expand its current technology center and "A Way Out" program aimed at providing educational, recreational, and mentorship opportunities to the youth in the Eastside community, enhance technology-related initiatives, including the expansion of current computer lab, coding classes, senior typing and technology workshops, continue to develop and promote e-sports programs to engage and empower the youth in competitive gaming activities, implement virtual reality programs to provide immersive and educational experiences for the youth, conduct financial literacy programs to equip the youth with essential financial management skills and support other approved activities related to violence prevention efforts in the Eastside community; and

WHEREAS, One in a Million Inc. shall provide quarterly reports to the granting authority, detailing the progress, fund utilization, and outcomes of the programs funded by this grant; and

WHEREAS, the granting authority reserves the right to conduct audits or evaluations to ensure proper utilization of the allocated funds and adherence to the grant's objectives; and

WHEREAS, the final Subrecipient Grant Agreement, once approved, shall be located in the Office of the City Clerk; and

WHEREAS, it is in the best interest of the City of Springfield to authorize a Subrecipient Grant Agreement with One in a Million, Inc. to expand youth services programs to provide educational, recreational, and mentorship opportunities for the youth in the empowerment zone and Eastside community in the amount not to exceed \$215,000.00 utilizing the Springfield Police Department's Community Connection Grant funds.

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

Section 1: That the City Council hereby authorizes, pending state approval, a Subrecipient Grant Agreement with One in a Million, Inc. for use of the Springfield Police Department's Community Connections Grant funds in an amount not to exceed \$215,000.00 to expand current programming in youth services, technology, e-sports, virtual reality, financial literacy, and other approved activities pertaining to violence prevention efforts in the empowerment zone and Eastside community.

Section 2: That provided the use is approved by the State, the Office of Budget and Management is hereby authorized to make payment in an amount not to exceed \$215,000.00 to One in a Million, Inc. pursuant to the terms and conditions of the Subrecipient Grant Agreement entered into between the parties. The city is hereby authorized to enter into a Subrecipient Agreement with One in a Million, Inc. upon approval of a revised budget from the State of Illinois Department of Commerce and Economic Opportunity. The Mayor and City Clerk are hereby authorized to approve and execute any documents on behalf of the City to carry out the terms of this Ordinance.

Section 3: That One in a Million Inc. and the City of Springfield shall collaborate to ensure the timely and effective implementation of the programs funded by this grant and utilize the allocated funds to: (a) expand its current technology center and "A Way Out" program aimed at providing educational, recreational, and mentorship opportunities to the youth in the Eastside community; (b) enhance technology-related initiatives, including the expansion of current computer lab, coding classes, senior typing and technology workshops; (c) continue to develop and promote e-sports programs to engage and empower the youth in competitive gaming activities; (d) implement virtual reality programs to provide immersive and educational experiences for the youth; (e) conduct financial literacy programs to equip the youth with essential financial management skills; and (f) support other approved activities related to violence prevention efforts in the Eastside community.

Section 4: That One in a Million Inc. shall (a) provide annual reports to the City of Springfield detailing the progress, utilization of funds and outcomes of the programs funded by this grant and (b) The City of Springfield reserves the right to conduct audits or evaluations to ensure the appropriate utilization of the allocated funds and adherence to the grant's objectives.

Section 5: That if any provision or part of this ordinance is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Section 6: That this ordinance shall be enacted and implemented in accordance with the laws and regulations of the State of Illinois and the City of Springfield.

AN ORDINANCE AUTHORIZING A SUBRECIPIENT GRANT AGREEMENT WITH SPRINGFIELD PARK DISTRICT AND PAYMENT IN THE AMOUNT OF \$215,000.00 PURSUANT TO GRANT NO. 23-203186 FROM THE STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY IN THE AMOUNT OF \$3,000,000.00, FOR THE COMMUNITY CONNECTIONS PROGRAM FOR THE SPRINGFIELD POLICE DEPARTMENT, AS AMENDED

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

WHEREAS, the purpose of this allocation is to expand youth services programs to provide educational, recreational, and mentorship opportunities, including violence prevention and community engagement, for the youth in the empowerment zone and Eastside community; and

WHEREAS, Grant No. 23-203186 provided \$645,000.00 for a teen empowerment zone which would provide mentorship and education for youth in the city including a salaried officer position, a physical space and technological components; and

WHEREAS, the City used a core grant in the amount of \$400,000 from the Illinois State Representative for the 96th District to purchase real property and improvements for location of the empowerment zone; and

WHEREAS, the budget allocation for Grant No. 23-203186 received approval from city officials, including Police Chief Scarlette, and state officials, and signed approval of Mayor Langfelder, Alderman Gregory, and Alderman Williams; and

WHEREAS, these three organizations, working with the Salvation Army and Chamberlin Ball Park, form the vision of the empowerment zone; and

WHEREAS, the City of Springfield's Office of Planning and Economic Development shall administer a Subrecipient Grant Agreement with Springfield Park District upon approval from the State of Illinois; and

WHEREAS, Springfield Park District, shall utilize the allocated funds to expand and improve youth services programs within the parks, providing education through BMX Steam, dance, recreational, employment, and mentorship opportunities to the youth in the Eastside community parks and bordering neighborhood parks such as Enos and Iles, enhance Comer Cox Park Teen Empowerment Zone programing with current community groups, enhance, develop and promote programs in collaboration with the youth community, encouraging participation in competitive, support other approved activities related to violence prevention efforts in the Eastside community such as community outreach events and programs; and

WHEREAS, the Springfield Park District shall provide reports to the granting authority, detailing the progress, utilization of funds, and outcomes of the programs funded by this grant; and

WHEREAS, the granting authority reserves the right to conduct audits or evaluations to ensure proper utilization of the allocated funds and adherence to the grant's objectives; and

WHEREAS, the final Subrecipient Grant Agreement, once approved, shall be located in the Office of the City Clerk; and

WHEREAS, it is in the best interest of the City of Springfield to authorize a Subrecipient Grant Agreement with Springfield Park District to expand youth services programs to provide educational, recreational, and mentorship opportunities for the youth in the empowerment zone and Eastside community in the amount not to exceed \$215,000.00 utilizing the Springfield Police Department's Community Connection Grant funds.

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

Section 1: That the City Council hereby authorizes, pending State approval, a Subrecipient Grant Agreement with Springfield Park District for use of the Springfield Police Department's Community Connections Grant funds in an amount not to exceed \$215,000.00 to be utilized for violence prevention and community engagement.

Section 2: That provided the use is approved by the State, the Office of Budget and Management is hereby authorized to make payment in an amount not to exceed \$215,000.00 to Springfield Park District pursuant to the terms and conditions of the Subrecipient Grant Agreement entered into between the parties. The city is hereby authorized to enter into a Subrecipient Agreement with Springfield Park District upon approval of a revised budget from the State of Illinois Department of Commerce and Economic Opportunity. The Mayor and City Clerk are hereby authorized to approve and execute any documents on behalf of the City to carry out the terms of this Ordinance.

Section 3: That Springfield Park District and the City of Springfield shall collaborate to ensure the timely and effective implementation of the programs funded by this grant and utilize the allocated funds to: (a) expand and improve youth services programs with the parks providing education through BMX Steam, dance, recreational, employment and mentorship opportunities to the youth in the Eastside community parks and bordering neighborhood parks such as Enos and Iles; (b) enhance Comer Cox Park Teen Empowerment Zone programming with current community groups; (c) enhance, develop and promote programs in collaboration with the youth community, encouraging participation in competitive activities; and (d) support other approved activities related to violence prevention efforts in the Eastside community such as community outreach events and programs.

Section 4: That Springfield Park District shall (a) provide annual reports to the City of Springfield detailing the progress, utilization of funds and outcomes of the programs funded by this grant and (b) The City of Springfield reserves the right to conduct audits or evaluations to ensure the appropriate utilization of the allocated funds and adherence to the grant's objectives.

Section 5: That if any provision or part of this ordinance is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Section 6: That this ordinance shall be enacted and implemented in accordance with

S:\WPDOCS\ORDINANCE\DEV\SUBREC\S215,000.00 Springfield Park District subrec - as amended (1) .docx kc Tracking No.

2023-432
2023 - 432

499 - 11 - 23

2025 - 369

the laws and regulations of the State of Illinois and the City of Springfield.

Section 7: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.


PASSED: Nov. 21, 2023

SIGNED: Nov. 22, 2023

RECORDED: Nov. 22, 2023


Mayor Misty Buscher

ATTEST: 
City Clerk Frank J. Lesko

Approved as to legal sufficiency:
 4/22/23
Office of Corporation Counsel / Date

Requested by: Alderman Shawn Gregory

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Springfield Police Department

CONTACT PERSON: Kalvin Gaskill

PHONE NUMBER: 217-788-8345 x4314

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

FISCAL IMPACT: NONE

SUGGESTED TITLE: Ordinance Authorizing Budgetary Transfer to allocate Sub Recipient expenses to the appropriate expense line during FY26 for DCEO Community Connections Grant #23-203186.

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.)

Sub Recipient Ordinances and Data Table for FY25 expenses to each Sub Recipient

STAFF ANALYSIS

Transferring Sub Recipient specific expense budget from Budget line 001-112-POLC-ILCJ-1232 to the correct expense line 001-112-POLC-ILCJ-2110 for FY26 in order to correct the recorded expenditures and future expenditures appropriately.

FY26 Transfer:
\$468,583.25 From: 001-112-POLC-ILCJ-1232 To: 001-112-POLC-ILCJ-2110

FUNDS CHECK BY: Justin Wingarter

Date: 7/15/25

DIRECTOR / SUPERVISOR: [Signature]

Date: 7/15/25

CITY PURCHASING AGENT: _____

Date: _____

SIGN OFF: _____
(Mayor's Signature) GEM

_____ Ramon Metzger
(Director of OBM)

The information supplied on this form is not confidential information.

AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$84,603.45 USING RESTRICTED FEDERAL FORFEITURE FUNDS TO PURCHASE RADIO EQUIPMENT FROM MOTOROLA SOLUTIONS FOR THE SPRINGFIELD POLICE DEPARTMENT

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

WHEREAS, the Springfield Police Department is requesting a supplemental appropriation in the amount of \$84,603.45 to purchase (15) APX4500 in car radio equipment for new patrol vehicles from Motorola Solutions.

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

Section 1: That the City Council hereby authorizes a supplemental appropriation in the amount of \$84,603.45 using Restricted Federal Forfeiture Funds to purchase (15) APX4500 in car radio equipment for new patrol for the Springfield Police Department.

Section 2: That the Office of Budget and Management is hereby directed to effectuate a supplemental appropriation as follows:

FROM REVENUE ACCOUNT	AMOUNT
073-112-POLC-FORF-0568	\$84,603.45
INTO EXPENDITURE ACCOUNT	AMOUNT
077-112-POLC-FORF-1706	\$84,603.45

Section 3: That the City Clerk is hereby directed to publish this ordinance in pamphlet form.

Section 4: That this ordinance shall be in full force and effect from and after its passage, recording and publication in pamphlet form.

PASSED: _____, 2025
2025

SIGNED: _____,

RECORDED: _____, 2025

Mayor Misty Buscher

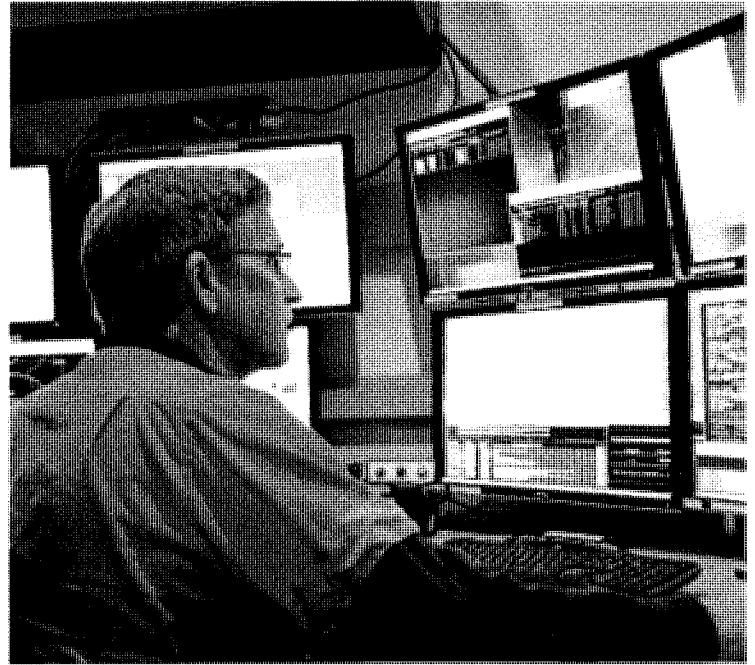
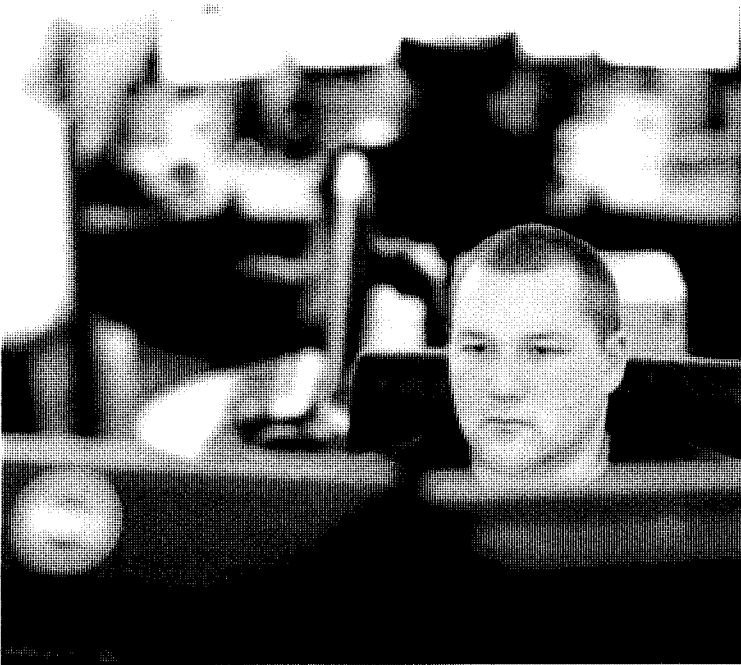
ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher



Office of Corporation Counsel /Date



SPRINGFIELD EMERGENCY COMMUNICATIONS, CITY OF

07/01/2025

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola. MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.

2025-370

07/01/2025

SPRINGFIELD EMERGENCY COMMUNICATIONS, CITY OF
800 E MONROE RM 103
SPRINGFIELD, IL 62701

Dear Shawn Frawley,

Motorola Solutions is pleased to present SPRINGFIELD EMERGENCY COMMUNICATIONS, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide SPRINGFIELD EMERGENCY COMMUNICATIONS, CITY OF with the best products and services available in the communications industry. Please direct any questions to Shannon Zimmerman at shannon.zimmerman@wirelessusa.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Shannon Zimmerman

Motorola Solutions Manufacturer's Representative

Billing Address:
 SPRINGFIELD EMERGENCY
 COMMUNICATIONS, CITY OF
 800 E MONROE RM 103
 SPRINGFIELD, IL 62701
 US

Quote Date:07/01/2025
 Expiration Date:08/30/2025
 Quote Created By:
 Shannon Zimmerman
 shannon.zimmerman@
 wirelessusa.com

End Customer:
 SPRINGFIELD EMERGENCY
 COMMUNICATIONS, CITY OF
 Shawn Frawley

Contract: 37987 - STARCOM 21, IL
 CMT2028589

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 4500 Enhanced					
1	M22URS9PW1BN	MOBILE RADIO APX4500 ENHANCED 7/800 MHZ	15	\$2,356.00	\$1,719.88	\$25,798.20
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	15	\$6.42	\$4.69	\$70.35
1b	HA00692AA	ADD: 7Y ESSENTIAL SERVICE LTM	15	\$454.00	\$454.00	\$6,810.00
1c	G66BF	ADD: DASH MOUNT O2 APXM	15	\$148.00	\$108.04	\$1,620.60
1d	GA00580AA	ADD: TDMA OPERATION	15	\$530.00	\$386.90	\$5,803.50
1e	QA02812AE	ADD: P25 9600 TRUNKING W/ INTEROPERABILITY	15	\$2,436.00	\$1,778.28	\$26,674.20
1f	G142AD	ADD: NO SPEAKER APX	15	\$0.00	\$0.00	\$0.00
1g	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	15	\$0.00	\$0.00	\$0.00
1h	G843AH	ADD: AES ENCRYPTION AND ADP	15	\$560.00	\$408.80	\$6,132.00
1i	GA00804AA	ADD: APX O2 CH (GREY)	15	\$579.00	\$422.67	\$6,340.05
1j	G444AH	ADD: APX CONTROL HEAD SOFTWARE	15	\$0.00	\$0.00	\$0.00
1k	G335AW	ADD: ANT 1/4 WAVE 762-870MHZ	15	\$16.00	\$11.68	\$175.20
1l	W22BA	ADD: STD PALM MICROPHONE APX	15	\$85.00	\$62.05	\$930.75



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1m	QA09113AB	ADD: BASELINE RELEASE SW	15	\$0.00	\$0.00	\$0.00
1n	W969BG	SOFTWARE LICENSE ENH: MULTIKEY OPERATION	15	\$388.00	\$283.24	\$4,248.60

Grand Total

\$84,603.45(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc. 500 West Monroe, United States - 60661 - #: 36-1115800

2025-370



Line #	Item Number	Parametric Data
1a	QA01648AA	ASKHOMID = 0140



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Springfield Police Department

CONTACT PERSON: Kalvin Gaskill

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

PHONE NUMBER: 217-788-8345 x4314

FISCAL IMPACT: \$84,603.45

SUGGESTED TITLE: Ordinance Authorizing Supplemental Appropriation in Amount of \$84,603.45 using Restricted Federal Forfeiture Funds & Authorizing Purchase of Radio Equipment from Motorola Solutions in an amount not to exceed \$84,603.45 for Springfield Police Department

CONTRACTOR / VENDOR NAME: Motorola Solutions VENDOR NO: 0MOT2800

CONTRACT TERM: _____ Change In Scope Yes No

CONTRACT AMOUNT: \$84,603.45
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

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

Previous Ord #'s _____

Is Purchasing Agent approval required? No Yes

Is Purchasing Agent approval attached? No Yes

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

REVENUE						
Fund	Agency	Org	Activity	Object	Amount	
1	073	112	POLC	FORF	0588	84,603.45
2						
3						
4						

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	077	112	POLC	FORF	1706	84,603.45
2						
3						
4						

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

QUOTE

STAFF ANALYSIS

Request for Supplemental Appropriation from SPD Restricted Federal Forfeiture Funds in order for Springfield Police Department to Purchase (15) APX4500 in-car Radios to place in the new Patrol Vehicles. These radios match the existing SPD radio equipment cache and operate seamlessly with the Motorola Emergency Communications Service network currently utilized.

FUNDS CHECK BY: Justin Wingarter
 DIRECTOR / SUPERVISOR: D.C. A. [Signature]
 CITY PURCHASING AGENT: J. Michael Lesko

Date: 8/18/25
 Date: 8/15/25
 Date: 08/18/2025

SIGN OFF: _____
(Mayor's Signature) **GEM**

(Director of OBM)

The information supplied on this form is not confidential information.

2025-370

AN ORDINANCE AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT AND PAYMENT BETWEEN THE CITY OF SPRINGFIELD AND DEBORAH THOMPSON ALWAYS ON CONSULTING, LLC IN THE AMOUNT OF \$17,000.00 TO PROVIDE MANAGEMENT DUTIES, FOR 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, it is necessary to authorize an additional payment of \$17,000.00 for a total amount not to exceed \$41,750.00 cumulative to provide human resource management duties as required.

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

Section 1: That the City Council hereby authorizes additional payment in the amount of \$17,000.00 for a total not to exceed \$41,750.00 cumulative to Deborah Thompson Always On Consulting, LLC to provide human resource management duties as required. The Mayor and City Clerk are authorized to execute any necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make additional payment of \$17,000.00 to Deborah Thompson Always On Consulting, LLC (VC*8023) from account number 001-106-HUMN-ADMN-1232 in accordance with the terms of the contract.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

Office of Corporation Counsel/Date

ADDENDUM I
TO
CONTRACTUAL SERVICES AGREEMENT WITH ALWAYS ON CONSULTING, LLC

The City of Springfield, Illinois ("City") and Always on Consulting, LLC ("Contractor"), pursuant to the Contractual Services Agreement executed August 22, 2025 (the "Agreement"), agree to change the following provision:

SECTION III

Contract Price

The City shall pay Contractor at the rate of \$90.00 per hour for actual hours worked with a limit of ~~\$24,750.00 (375 hours)~~ \$41,750.00 (464 hours) total during the contract period for the Services. The City shall pay Contractor on a biweekly basis. All hours worked must be invoiced by Contractor and submitted to the Office of Budget and Management for approval prior to payment. This Agreement does not authorize an expenditure of City funds in excess of ~~\$24,750.00 (375 hours)~~ \$41,750.00 (464 hours) unless the City Council or the Director of Office of Budget and Management, as required by the 1988 City of Springfield Code of Ordinances, as amended, specifically approves an additional expenditure. Contractor agrees and acknowledges that absent such prior approval she proceeds at her own risk with no guarantee of payment if the amount billed to the City exceeds the amount authorized by the City Council or Director as required.

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

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

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

CITY OF SPRINGFIELD, ILLINOIS

Misty Buscher, Mayor

Date

**ALWAYS ON CONSULTING, LLC an
Illinois limited liability company,**


Deborah Thompson, CEO

8-22-2025
Date

- 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: Kim Homeier	DATE: June 10, 2025
OFFICE REQUESTING: Office of Human Resources	CONTACT PERSON: Mike Lesko
TYPE OF CONTRACT: Professional Services	PHONE NUMBER: 217-789-2116 x6131
CONTRACT INDEX #: TBA NB26-154C	FISCAL IMPACT: \$24,750.00

DESCRIPTION / JUSTIFICATION:

The attached represents a Contractual Services Agreement between the City of Springfield and Always On Consulting, LLC, a human resources solution company to provide professional services for the Department of Human Resources.

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

Contractual Services Agreement

CONTRACTOR / VENDOR NAME: Deborah Thompson		VENDOR NO: VC0000008023
CONTRACT TERM:		CHANGE IN SCOPE: <input type="checkbox"/> YES <input type="checkbox"/> NO
CONTRACT AMOUNT:\$ \$24,750.00	CHANGE ORDER # :	ADDITIONAL AMOUNT: <input type="checkbox"/>
METHOD OF PURCHASE		
<input type="checkbox"/> LOW BID	<input type="checkbox"/> SOLE SOURCE	PREVIOUS ORDINANCE #'s
<input type="checkbox"/> ONLY BID	<input checked="" type="checkbox"/> PROFESSIONAL SERVICE	ISD APPROVAL (IF REQUIRED) <input type="checkbox"/> YES <input type="checkbox"/> NO
<input type="checkbox"/> GRANT FUNDED	<input type="checkbox"/> JOINT PURCHASING	PURCHASING AGENT APPROVAL REQUIRED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<input type="checkbox"/> OTHER	<input type="checkbox"/> REQUEST FOR PROPOSAL	

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

EXPENDITURE					
FUND	AGENCY	ORG	ACTIVITY	OBJECT	AMOUNT
001	106	HUMN	ADMIN	1232	\$24000

COMMODITY CODE: 91806

DEPARTMENT DIRECTOR: ⇒ <i>[Signature]</i>	DATE 6/10/2025
FUNDS CHECKED BY: ⇒ <i>Justin Wingerter</i>	DATE 6/10/25
CITY PURCHASING AGENT: ⇒ <i>Michael Lesko</i>	DATE 06/10/2025
OBM DIRECTOR: ⇒ <i>[Signature]</i>	DATE 6/10/2025



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

MEMORANDUM

TO: Nic Correll
Office of Human Resources

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: June 10, 2025

SUBJECT: Professional Services Determination

I have reviewed the OBM Fact Sheet with Always on Consulting to provide Human Resource management consulting services to the Office of Human Resources.

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

CONTRACTUAL SERVICES AGREEMENT

THIS CONTRACTUAL SERVICES AGREEMENT (the "Agreement") is made and entered into as of June 10, 2025 or on such date mutually agreed upon by the parties, by and between the CITY OF SPRINGFIELD, ILLINOIS, a municipal corporation (the "City"), and ALWAYS ON CONSULTING, LLC ("Contractor").

WITNESSETH:

WHEREAS, the City desires to obtain contractual services of Contractor for work within the Office of Human Resources utilizing Contractor's knowledge of human resources and office operations to the City of Springfield Office of Human Resources to assist in assessing department goals, plans, budget, provide updates and recommendations to the Department and the Mayor and work on any assigned projects; and

WHEREAS, the City's Purchasing Agent has made a determination that this contract is exempt from the provisions of the City Purchasing Code requiring sealed competitive bidding pursuant to the exceptions contained in Section 38.42 pertaining to Professional Services; and

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

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

SECTION I Scope of Services

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

SECTION II Term

This Agreement shall commence on June 10, 2025, and shall end upon written notice by City but in no event longer than 275 contract hours. Notwithstanding the foregoing, any provision of this Agreement that imposes or contemplates continuing obligations on Contractor will survive the expiration or termination of this Agreement irrespective of whether this statement is repeated. Either party may terminate this agreement upon seven (7) days written notice.

SECTION III Contract Price

The City shall pay Contractor at the rate of \$90.00 per hour for actual hours worked with a limit of \$24,750.00 total during the contract period for the Services. For convenience only, the City shall pay Contractor on a biweekly basis for hours worked during the preceding two week period. All hours worked must be invoiced by Contractor and submitted to the Mayor of the City of Springfield for approval prior to payment. This Agreement does not authorize an expenditure of City funds in excess of \$24,750.00 unless the City Council or the Director of Office of Budget and Management, as required by the 1988 City of Springfield Code of Ordinances, as amended, specifically approves an additional expenditure. Contractor agrees and acknowledges that absent such prior approval he proceeds at his own risk with no guarantee of payment if the amount billed to the City exceeds the amount authorized by the City Council or Director as required.

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

SECTION IV Compliance with Law

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

SECTION V Relationship

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

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

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

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

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

SECTION VI Records

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

SECTION VII Ownership and Confidentiality of Documents

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

SECTION VIII Applicable Law

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

SECTION IX Notices

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

If to City:
City of Springfield
Office of the Mayor
800 E. Monroe Street
Springfield, Illinois 62701

If to Contractor:
Always on Consulting, LLC
Debbie Thompson, CEO
30478 Pine Lane
Girard, IL 62640-7055
EIN: 87-4226379

SECTION X Notices

1. This Agreement is not intended to benefit any third party.
2. The City expressly reserves the right to engage the services of any other contractor at all times.
3. This Agreement shall not be assigned by either party without the prior written consent of the other party. No part of the Services shall be subcontracted without written approval of the City.
4. It is understood and agreed that neither party to this agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law.
5. Time is of the essence of this Agreement.
6. No waiver by the City at any time of the terms and conditions of this Agreement shall be deemed or construed as a waiver at any time thereafter of the same or other terms or conditions or of any timely performance of such terms and conditions.
7. Contractor certifies that he: (i) is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating Section 33E-3 or 33E-4 of the Illinois Criminal Code; (ii) is not delinquent in the payment of any tax administered by the Illinois Department of Revenue; (iii) provides, and will continue to provide, a drug free workplace in

accordance with the Drug Free Workplace Act, 30 ILCS 580/1, et seq.; and (iv) will comply with the nondiscrimination provisions of all applicable laws, including Chapter 93 of the 1988 City of the City Code of Ordinances, as amended.

SECTION XI
Entire Agreement

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

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

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

**ALWAYS ON CONSULTING, LLC an
Illinois limited liability company,**

**CITY OF SPRINGFIELD, ILLINOIS, a
Municipal Corporation**

Debbie Thompson, CEO

By: _____
**Ramona Metzger, Director
Office of Budget & Management**

ORDINANCE FACT SHEET

DATE OF 1st READING: 9/2/2025

CONTACT PERSON: Sarah Kink

OFFICE REQUESTING: Human Resources

PHONE NUMBER: 789-2446

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

FISCAL IMPACT: \$41,750 cumulative

SUGGESTED TITLE: A contractual services agreement between the City of Springfield and Always on Consulting, LLC, a human resources solution company to provide professional services for the Office of Human Resources.

CONTRACTOR / VENDOR NAME: Deborah Thompson Always on Consulting LL VENDOR NO: VC0000008023

CONTRACT TERM: December 31, 2025 Change in Scope Yes No

CONTRACT AMOUNT: \$24,750 (Original amount if change order) Change Order # \$17,000 Additional Amount

Method of Purchase (check one)

- Low Bid
Low Bid Meeting Specs
Low Evaluated Bid
Other: Prof. Service
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)

Table with 6 columns: Fund, Agency, Org, Activity, Object, Amount. Row 1: 001, 106, Humn, ADMN, 1232, \$17,000.

Table with 6 columns: Fund, Agency, Org, Activity, Object, Amount. Row 1: 001, 106, HUMN, ADMN, 1232, \$17,000.

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

Contractual Service Agreement.

STAFF ANALYSIS

The is an extension and authorized increase to a professional contractual services agreement with Always on Consulting, LLC (Deborah Thompson, CEO) to perform human resource management duties as required. This ordinance will authorize a continuation of this critical work for the Office of Human Resources.

FUNDS CHECK BY: Wingerter, Justin G. Digitally signed by Wingerter, Justin G. Date: 2025.08.22 11:39:01-0500

Date:

DIRECTOR / SUPERVISOR: Kink, Sarah B. Digitally signed by Kink, Sarah B. Date: 2025.08.21 14:37:58 -0500

Date:

CITY PURCHASING AGENT: Lesko, Mike Digitally signed by Lesko, Mike Date: 2025.08.25 09:09:36 -0500

Date:

SIGN OFF: (Mayor's Signature)

Egizii, Jeff (Director of OBM) Digitally signed by Egizii, Jeff Date: 2025.08.25 10:20:44 -0500

The information supplied on this form is not confidential information.

2025-371

AN ORDINANCE AMENDING ORDINANCE 413-11-23 AND AUTHORIZING AN ADDITIONAL PAYMENT IN AN AMOUNT NOT TO EXCEED \$80,000.00 WITH PMA MANAGEMENT CORPORATION FOR THIRD PARTY WORKERS COMPENSATION ADMINISTRATIVE SERVICES, FOR THE OFFICE OF BUDGET AND MANAGEMENT

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

WHEREAS, the City previously passed ordinance 413-11-23 authorizing the Office of Budget and Management to enter into an agreement with PMA Management Corporation for third party workers compensation services; and

WHEREAS, large number of workers' compensation claims has caused an increase in administration costs; and

WHEREAS, an additional amount not to exceed \$80,000.00 is needed for the remainder of the contract term ending December 31, 2025; and

WHEREAS, therefore the City of Springfield is willing to increase the amount of the agreement by an additional \$80,000.00 and a total amount not to exceed \$254,100.00, the remainder of the contract term.

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

Section 1: The City Council of the City of Springfield hereby amends Ordinance No. 413-11-23 by authorizing an additional payment of \$80,000.00 and a total amount not to exceed \$254,100.00 for the remainder of the contract term ending December 31, 2025.

Section 2: The Office of Budget and Management is hereby authorized to make payments to PMA Management Corporation for \$80,000.00 and a total amount not to exceed \$254,100.00 from the following accounts in accordance with the terms of the agreement.

<u>Account:</u>	<u>Amount:</u>
074-107-BMGT-WCMP-1215	\$ 80,000.00

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

PASSED: _____, 2023

SIGNED: _____, 2023

RECORDED: _____, 2023

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher


Office of Corporation Counsel /Date 8-28-25

AN ORDINANCE AUTHORIZING A TWO-YEAR CONTRACT, RFP #HR24-16, WITH PMA MANAGEMENT CORPORATION FOR THIRD-PARTY ADMINISTRATION SERVICES PERTAINING TO WORKERS' COMPENSATION CLAIMS FOR THE CITY OF SPRINGFIELD FOR AN AMOUNT NOT TO EXCEED \$174,100.00 FROM JANUARY 1, 2024, THROUGH DECEMBER 31, 2025, FOR 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, the City requested proposals pursuant to RFP #HR24-16 for third-party administration services pertaining to workers' compensation claims for the City; and

WHEREAS, the City Purchasing Agent has made a determination that these services are exempt from the provisions of the City Purchasing Code requiring sealed competitive bidding because it is neither practicable nor advantageous pursuant to Section 38.38 regarding Competitive Sealed Proposals and has also determined that requirements of 38.38(a) have been satisfied; and

WHEREAS, PMA Management Corporation submitted the bid most favorable to the City for a two year agreement in an amount not to exceed \$174,100.00 to serve as the City's Third-Party Administrator from January 1, 2024, through December 31, 2025, with the option to renew the agreement under the same terms and conditions with slight cost increases; and

WHEREAS, it is in the best interest of the City to accept proposal RFP #HR24-16 with PMA Management Corporation; and

WHEREAS, a copy of RFP #HR16-24 shall be located in the Office of the City Clerk.

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

Section 1: That the City Council hereby accepts RFP #HR24-16 with PMA Management Corporation to serve as the City's Third-Party Administrator for workers' compensation claims from January 1, 2024, through December 31, 2025, with the option to renew the agreement under the same terms and conditions for three subsequent one year terms in an amount not to exceed \$174,100.00. 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 and Management is hereby authorized to make payment in the amount not to exceed \$174,100.00 to PMA Management Corporation from account number 074-107-BMGT-WCMP-1215.

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

PASSED: November 7, 2023

SIGNED: Nov. 8, 2023

RECORDED: November 9, 2023




Mayor Misty Buscher

ATTEST: 

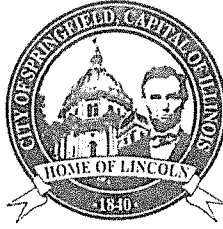
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher



Office of Corporation Counsel /Date



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

MEMORANDUM

TO: Nikki Baker, Director
Office of Human Resources

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: October 3, 2023

SUBJECT: Determination for Sealed Competitive Proposal

I have reviewed the Request for Proposals for RFP# HR24-16 Third Party Worker's Compensation Administrative Services with PMA Management Corporation for a two-year contractual term for the Office of Human Resources.

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.

**AGREEMENT FOR THIRD PARTY
CLAIM ADMINISTRATIVE SERVICES**

THIS IS AN AGREEMENT for third party claim administrative services (“**TPA services**”) made as of the 1st day of January, 2024, by and between PMA Management Corp. (“**PMA**”), a corporation duly incorporated under the laws of the Commonwealth of Pennsylvania, whose principal offices are located at 380 Sentry Parkway, Blue Bell, Pennsylvania 19422 and the City of Springfield, Illinois (“**Client**”) a political subdivision of the State of Illinois, whose principal place of business is located at 300 South 7th Street, Springfield, IL 62701.

RECITALS

CLIENT is authorized by the State of Illinois to self-insure its workers’ compensation program, or has procured a policy of insurance with an insurance company for its workers’ compensation insurance program;

PMA, a duly authorized provider of third party administrator (“**TPA**”) services in the State of Illinois, hereby agrees to provide Client TPA and other services which are more fully described herein; and

CLIENT, having selected PMA to provide TPA and other services, desires to enter into an agreement with PMA on the terms and conditions set forth herein.

ACCORDINGLY, in consideration of the foregoing and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. DEFINITIONS

- a) “**ALAE**” shall mean any cost or expense in connection with the administration, investigation, adjustment or defense of claims on behalf of Client.
- b) “**Claim File**” shall mean the file, either electronic or paper, for any open or closed claim which is provided to PMA at the inception of this Agreement or created during this Agreement.
- c) “**Indemnity Claim**” shall mean any reported workers’ compensation claim that is not a Medical Only Claim or Record Only Claim.
- d) “**Clinical Case Manager**” shall mean a nurse who provides either on-site or telephonic medical management services in connection with workers’ compensation claims.
- e) “**Medical Only Claim**” shall mean any reported workers’ compensation claim meeting all of the following criteria: (1) there is no (a) subrogation activity, (b) litigation activity and the claim is not otherwise contested, (c) indemnity paid, salary in lieu of indemnity paid or time lost from work beyond the state prescribed waiting period, (d) investigation or review regarding compensability or liability assessment, or (e) carrier report, excess reporting requirement, client meeting (other than a routine meeting where the claim is noted) or settlement authority approval; (2) the claim is open for less than 12 months from the date of injury or accident; and (3) total paid amount does not exceed \$3,500.

- f) **“Qualified Claim”** shall mean any Indemnity Claim, Medical Only Claim, or Record Only Claim occurring within the term of this Agreement, as well as any Takeover Claim that PMA agrees to service under this Agreement.
- g) **“Record Only Claim”** shall mean any incident reported for statistical purposes only and specifically identified as a Record Only Claim at the time of the initial report, with no (1) reserve, (2) involvement of PMA personnel for follow up, outreach or any other activity other than recording the incident in PMA's system, (3) subrogation activity, (4) litigation activity and the claim is not otherwise contested, (5) payment of any type required or time lost from work, (6) investigation or review regarding compensability or liability assessment, or (7) carrier report, excess reporting requirement, client meeting or settlement authority approval.
- h) **“Takeover Claim”** shall mean any open claim which has been: (1) administered by Client or Client's third party administrator prior to the inception of this Agreement; and (2) subsequently transferred to PMA for servicing on or after the inception of this Agreement. Closed claims with accident dates prior to the Effective Date (as defined below) and subsequently reopened during the term of this Agreement will be considered Takeover Claims.

2. TERM

This Agreement is effective beginning January 1, 2024 (**“Effective Date”**) for a term of two years until December 31, 2025; thereafter Client has the option to renew for to three additional one-year terms subject to a 5% claim fees and services increase over the prior year's fees. PMA will provide notice of any changes to the fees and charges set forth in this Agreement prior to the expiration of any term. If Client wishes to terminate this Agreement as a result of such price changes, it may, within 30 days of receipt of notice of such change, terminate this Agreement by providing 60 days' notice to PMA. The current fee structure will remain in effect during the 60 day period.

3. TPA SERVICES

- a) PMA shall provide customary and appropriate workers' compensation claim handling services for all Qualified Claims, including up to 105 Indemnity and 26 Medical Only Takeover Claims. Specifically, with regard to:
 - i. Indemnity Claims - PMA will provide the services required to make a determination regarding compensability, make reserve recommendations to the Client, pay the appropriate level of indemnity benefits and medical bills and expenses as provided in this Agreement, and under appropriate circumstances, attempt to resolve the claim.
 - ii. Medical Only Claims - PMA services will consist of the payment of medical bills and expenses as provided in this Agreement and making reserve recommendations to the Client.
 - iii. Record Only Claims - PMA services will consist only of making a record of the injury or accident.

PMA shall determine whether a claim is an Indemnity Claim, a Medical Only Claim, or a Record Only Claim for all purposes under this Agreement.

- b) PMA shall provide claim handling services for Qualified Claims from the date of first report of injury or first notice of claim for the term of this Agreement.
- c) PMA shall have full discretion to establish reserves for any Qualified Claim up to \$25,000 (“Discretionary Authority Limit”). PMA shall have full discretion to settle any Qualified Claim for an amount not to exceed the Discretionary Authority Limit and shall not need the approval of Client to consummate such settlement. This amount may be changed at any time by Client upon 10 days prior written notice to PMA. Failure of PMA to settle a Qualified Claim within such limit, however, shall not subject PMA to any liability if a judgment, determination or a settlement of such Qualified Claim exceeds such limit.
- d) PMA shall file all required forms in the adjustment of Qualified Claims pursuant to the applicable workers’ compensation statutory and regulatory scheme.
- e) Upon Client’s request, PMA will provide status reports in accordance with PMA’s customary business practice for all Qualified Claims having total incurred losses of \$25,000 or above.
- f) If requested by Client during the term of this Agreement, PMA will provide up to four telephonic claim reviews annually based on mutually agreed upon claims selection.
- g) If requested by Client during the term of this Agreement, PMA will provide an annual stewardship report.

4. EXCESS REPORTING SERVICES

- a) If applicable, PMA will report to Client’s excess insurance carrier or carriers (“Carrier(s)”) all Qualified Claims serviced by PMA which meet Client’s excess insurance reporting requirements, subject to the following requirements:
 - i. Client shall promptly provide PMA with copies of all applicable excess policies and contact information, as well as amended or modified policies, endorsements, and any excess claim reporting thresholds or standards agreed by the Client and Carrier(s).
 - ii. Client shall direct Carrier(s) to promptly provide PMA with copies of all claim notice confirmations, claim reports, and any similar reports provided by Carrier(s) to Client.
 - iii. Client shall promptly provide claim data for conversion to PMA’s computer system for purposes of determining historical loss information.
 - iv. Client shall instruct its attorneys to advise PMA when in the attorney’s professional opinion one of Client’s claims meets the reporting thresholds or standards.
- b) Client’s failure to meet the requirements set forth above shall relieve PMA of its obligation to report excess claims to Carrier(s). PMA shall not be obligated to report any claims not serviced by PMA.
- c) PMA will attempt to collect non-aggregate excess claim recoveries on behalf of the Client for a period of 60 days (from the date of the initial request), after which PMA will turn over pursuit of the outstanding balance to the Client for the reimbursable funds, and possess no further collection obligations or responsibilities for that outstanding balance.

5. MANAGED CARE SERVICES

a) Client agrees to exclusively utilize the following PMA managed care services:

- i. PMA's medical bill review and repricing services, which may include but are not limited to:
 - 1. reviewing medical documents for appropriateness, relatedness to the injury or accident, unbundling, and conformity to applicable fee schedule or usual and customary re-pricing; and
 - 2. utilizing PMA's complex bill review process to review certain medical bills for possible additional savings.
- ii. PMA's managed care networks which include:
 - 1. traditional networks (e.g. physicians and medical facilities);
 - 2. specialty networks (e.g. providers of durable medical equipment, diagnostic testing, physical therapy, pain management, home health, and dental services);
 - 3. state specific networks (e.g. California Medical Provider Network, Texas Health Care Network); and
 - 4. out-of-network services from PMA and third party vendors.
- iii. PMA's pharmacy benefit management program (e.g. bill repricing, home-delivery, brand-to-generic conversion, customized formularies, narcotic management, drug utilization review).
- iv. Upon client request, utilization of clinical case management services when any of the following criteria are met:
 - 1. surgical procedure;
 - 2. spinal cord injury;
 - 3. occupational disease or a pandemic requiring medical treatment;
 - 4. third degree burns;
 - 5. multiple complex fractures;
 - 6. crush injuries requiring poor initial medical outcome;
 - 7. head injuries with cognitive impairment or loss of consciousness;
 - 8. immediate post-injury hospital admission;
 - 9. multiple trauma; or
 - 10. adjuster identified assignments.

Continued clinical case management will proceed at the discretion of PMA.

b) PMA shall also provide the Medicare related services set forth in Exhibit A to this Agreement.

- c) PMA's Clinical Case Managers are authorized to provide PMA's Point of Sale Nurse Intervention Program on all claims at PMA's discretion to assist with seeking improved claim outcomes. The Program will review incoming claimant medications which are outside of Centers for Disease Control guidelines, and recommend an intervention strategy which may include potential weaning, drug testing, and peer reviews to attempt to mitigate long term dependency at the point of sale.
- d) PMA is authorized to employ utilization review services for evaluation of reasonableness, necessity, duration, and frequency of treatment or medication. These services may include, but are not limited to the following:
 - i. Prospective Review - a review prior to treatment or admission conducted by an experienced registered nurse to validate the necessity, frequency and duration of treatment.
 - ii. Concurrent Review - a review during the course of treatment conducted by an experienced registered nurse to evaluate treatment and planned procedures and establish target completion dates.
 - iii. Retrospective Utilization Review- a review after the completion of treatment conducted by an experienced registered nurse to identify inappropriate treatment utilization.
 - iv. Peer Review or Physician Advisor Review - physician-to-physician review and contact to resolve questions related to treatment and diagnosis.
- e) PMA is authorized to employ prospective and concurrent utilization review services that may also include the use of physician advisor review such as for cases that are complicated and warrant physician review to resolve treatment or diagnosis questions.
- f) Upon Client request, PMA will utilize PMA Care24 point of injury nurse triage to assist with determining the direction of care when an injury is reported. This service may include but is not limited to a Clinical Case Manager providing self-care recommendations to the claimant, first notice of loss reporting, direction of care into the network or to a panel provider, or a recommendation for use of emergency room care.
- g) PMA may retain third party vendors for the purpose of providing specific medical management services.

6. RISK CONTROL SERVICES

- a) Upon request, PMA will:
 - i. perform a risk management assessment;
 - ii. prepare a more detailed analysis of specific risk-related issues, or prepare custom risk control strategies and implementation plans;
 - iii. provide the following risk control services: industrial hygiene assessment, ergonomic risk assessment, and consultation services (e.g. strategic risk control plan facilitation,

and employee communication initiatives, as well as management, supervisor and employee development programs and occupational health service programs);

iv. create and administer a specific risk control service project mutually agreed upon with Client.

b) Any risk control services provided are solely to assist Client in reducing Client's exposure to risk of loss. Evaluations concern only such conditions and practices as may be evident at the time of PMA's visits. **THE SERVICES PERFORMED UNDER THIS AGREEMENT BY PMA SHALL NOT BE CONSTRUED AS APPROVAL BY PMA OF CLIENT'S OPERATIONS, PROCESSES, SERVICES, PRODUCT DESIGN OR PRODUCT FUNCTION. THE PARTIES AGREE THAT, WHILE PMA WILL PERFORM RISK CONTROL SERVICES WITHIN INDUSTRY STANDARDS, NO GUARANTEES OR OTHER SIMILAR ASSURANCES CAN BE MADE BY PMA THAT IT HAS DISCOVERED ALL OF CLIENT'S PAST, CURRENT, OR FUTURE RISKS OR HAZARDS. THE PARTIES FURTHER AGREE THAT BY PROVIDING THE SERVICES SPECIFIED HEREUNDER, PMA IS NOT MAKING ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS OF CLIENT'S PRODUCTS OR PROCESSES FOR A PARTICULAR PURPOSE, COMPLIANCE WITH ANY LAW OR REGULATION, OR ANY OTHER WARRANTY, AND ANY LIABILITY OF PMA, ITS AFFILIATES OR AGENTS, FOR DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, FROM ANY CAUSE WHATSOEVER, IS EXPRESSLY DISCLAIMED, EVEN IF PMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION OF THE AGREEMENT SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.**

7. **RISK MANAGEMENT INFORMATION SYSTEM ("RMIS")**

a) PMA will provide the following RMIS services:

- i. upon request, a standard conversion of Client's existing claims data into PMA's claim system. A standard conversion shall be from one electronic source and a customized conversion shall be from two or more sources;
- ii. access to PMA's RMIS for up to five users, provided Client agrees to the terms and conditions of the License Agreement when first accessing PMA's RMIS;
- iii. standard reports available through PMA's RMIS;
- iv. One monthly data file transfer to a single carrier or RMIS system ("**Standard Data Feed**");
- v. customized reporting reasonably acceptable to PMA, subject to additional terms, conditions and fees as may be agreed upon by the parties. PMA will provide a reasonable estimate of the costs of preparation of any such reports to Client in advance.

b) PMA warrants PMA's RMIS against malfunctions, errors, or loss of data which are due solely to errors on its part. If Client notifies PMA in writing and furnishes adequate documentation of any such malfunction, error or loss of data, then:

- i. in the event of a malfunction, error or loss of data, upon notice from Client within 20 days of the event, PMA will recreate the reports designated by Client without an additional fee, using data as of the recreation date.
 - ii. the maximum and only liability of PMA for such malfunction, error or loss of data shall be its obligation to recreate reports or regenerate data as described above.
- c) **THE WARRANTIES STATED IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL PMA BE LIABLE FOR ANY LOSS OR DAMAGE TO REVENUES, PROFITS, OR GOODWILL OR OTHER DIRECT, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS SECTION, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF BUSINESS, EVEN IF PMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THIS SECTION OF THE AGREEMENT SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.**
- d) Obligations of Client regarding use of PMA's RMIS:
 - i. Client shall adhere to state and federal law with regard to protecting the privacy of any claimant whose information may appear in PMA's RMIS. Client agrees to use all available security features and to notify PMA promptly of all potential and actual breaches of the system.
 - ii. Client agrees that no information in PMA's RMIS will be used as a pretext for retaliatory or other illegal or unfair discriminatory employment practices in violation of any federal or state statute or regulation.
- e) General Provisions regarding PMA'S RMIS:
 - i. Client agrees to limit access to PMA's RMIS to those persons who perform the essential functions of claim and risk management, including protecting security access passwords and communications, except that this provision is not intended to limit Client from generating and using reports and statistics for legitimate business purposes.
 - ii. Unless otherwise stated, Client's access to PMA's RMIS will end upon termination of the Agreement.

8. LITIGATION SUPPORT SERVICES

- a) In the event a Qualified Claim managed by PMA pursuant to this Agreement: (x) enters into litigation; or (y) is scheduled for a workers' compensation hearing; or (z) involves a potential third-party (subrogation) claim (collectively, (x), (y) and (z), "**Disputed Claim**"), PMA will:
 - i. make recommendations to Client regarding claim matters relevant to the Disputed Claim;

ii. assist Client in the retention and appointment of counsel selected by Client to represent Client in and regarding such legal matters, and assist Client in the selection of expert witnesses and vendors;

iii. pursue all appropriate subrogation claims as directed by Client.

b) If requested by Client, PMA will manage Disputed Claims in accordance with PMA's Defense Counsel Guidelines. PMA shall remain authorized to settle any Disputed Claim within the Discretionary Authority Limit or an amount in excess of the Discretionary Authority Limit that is authorized by Client.

c) Upon client request, PMA is authorized to utilize legal bill analyzer services to review and process legal invoices from all defense counsel utilized by the Client.

9. SECTION 111 REPORTING

a) Client understands and acknowledges that it is a Responsible Reporting Entity ("RRE") as defined by the Centers for Medicare and Medicaid Services ("CMS"), and is responsible for the reporting requirements as set forth in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007.

b) Client authorizes PMA or PMA's designee to undertake Client's Section 111 reporting requirements as Client's Account Manager/Reporting Agent as it relates to Client's Qualified Claims. Client further agrees to fully cooperate with PMA, including the execution of any documents necessary for such authorization.

i. PMA shall not provide any Section 111 reporting services for Client's Record Only Claims.

ii. PMA shall not undertake Section 111 reporting activities for Client's claims which were converted from Client's prior TPA to PMA but were never serviced by PMA.

c) Client acknowledges and agrees to provide PMA with complete, accurate, and timely data, as well as completed CMS documentation, for Section 111 reporting purposes.

d) Upon receipt of complete, accurate claim data, PMA shall commence reporting of Client's data to CMS, and shall continue for as long as PMA provides claims handling services for Client's Qualified Claims.

e) PMA shall have no liability for any failure of (i) Client to register as a RRE; (ii) Client to execute any documents necessary to authorize PMA or PMA's designee as its Account Manager/Reporting Agent; or (iii) Client or its prior TPA to report Client's claims when they were first required to do so.

10. FUNDING of CLAIMS and EXPENSES

a) PMA, through its bank, shall send an electronic notification to Client on a weekly basis which shall indicate the total amount of claim payments and ALAE made by PMA on behalf of Client. Upon receipt of said notifications, Client shall direct that a transfer in a corresponding amount be made from Client's account to PMA's Client account established at PMA's bank. The

Payment Account will initially be funded by Client in the amount of \$215,000, which shall be equal to six weeks estimated claim payments.

- b) Should Client fail at any time to maintain the required funding after receiving notification from PMA, PMA will stop providing all services, including ceasing to pay claims and expenses, until such funding has been restored and any related PMA bank charges, fees, or penalties have been paid by Client.
- c) PMA is not obligated to pay any claims or expenses on behalf of Client unless the required funds are made available by Client to PMA to do so. Should PMA advance funding on the part of Client, then Client shall immediately reimburse PMA or PMA will stop providing services, including ceasing to pay claims and expenses, until full reimbursement has been received and any related PMA bank charges, fees, or penalties have been paid by Client. PMA shall have no liability to Client for any penalties, fines or assessments incurred due to Client's failure to maintain sufficient funds in the Payment Account or PMA's election to stop performing services as a result thereof.
- d) This Section of the Agreement shall survive the termination of the Agreement.

11. CLAIM HANDLING SERVICE FEE

- a) For claim handling services to be rendered under the first two years of this Agreement, Client shall pay PMA an annual estimated fee, based upon the projected number of new claims to be serviced by PMA during the term of this Agreement. The annual estimated fee due to PMA is \$70,400, to be paid in 12 installments. Client shall pay the initial installment at the inception of this Agreement and subsequent installments monthly thereafter.

At any time during and/or after each term year of this Agreement, PMA may calculate the actual fees for services based upon the number of claims/loss lines multiplied by the following per claim fees:

- i. \$985 for each Indemnity Claim;
- ii. \$180 for each Medical Only Claim;
- iii. \$25 for each Record Only Claim.

For claim handling services in option years three through five, PMA may increase the claim fees 5% over the prior years claim fees. If PMA determines that additional claim handling fees apply, then PMA may bill such additional claim handling fees as they are incurred or in any other reasonable manner as PMA shall determine. Any reconciliation during a term year shall be duly accounted in the reconciliation after the term year. A Qualified Claim previously classified as a Record Only Claim or a Medical Only Claim may be reclassified during any reconciliation if the claim has evolved in a manner that satisfies the requirements for another type of Qualified Claim. In that case, only the difference between the prior rate and the new rate shall be charged as part of the reconciliation.

12. TAKEOVER CLAIM HANDLING SERVICE FEE

- a) Client shall pay PMA an annual estimated fee based upon the projected number of Takeover Claims to be serviced by PMA during the term of this Agreement. Client agrees to pay PMA an annual estimated fee of \$23,075, to be paid in 12 installments. Client shall pay the initial installment at the inception of this Agreement and subsequent installments monthly thereafter.

At any time during and/or after each term year of this Agreement, PMA shall calculate the actual fees for services based upon the number of Takeover Claims multiplied by the following per claim fees:

- i. \$195 for each Indemnity Claim;
- ii. \$100 for each Medical Only Claim.

If PMA determines that additional claim handling fees apply, then PMA may bill such additional claim handling fees as they are incurred or in any other reasonable manner as PMA shall determine. Any reconciliation during a term year shall be duly accounted in the reconciliation after each term year. A Qualified Claim previously classified as a Record Only Claim or a Medical Only Claim may be reclassified during any reconciliation if the claim has evolved in a manner that satisfies the requirements for another type of Qualified Claim. In that case, only the difference between the prior rate and the new rate shall be charged as part of the reconciliation.

13. OTHER FEES

As compensation for the TPA services provided in this Agreement, Client agrees to pay PMA the fees identified in the Fee Schedule attached to this Agreement as Exhibit A and incorporated into this Agreement by reference as an integral part of this Agreement. Payment shall be due as fees are incurred. Fees that are due annually or monthly shall be due on the effective date of this Agreement and each annual or monthly anniversary thereafter, as applicable. The fees set forth in Exhibit A can be changed by PMA if new arrangements are made by PMA and its third party vendors. PMA shall provide Client notice of any change in fees within 10 business days of the implementation of the change.

14. PAYMENT of FEES

PMA will bill Client for fees when due. If the bills are not paid within 30 days after receipt, PMA reserves the right to charge Client interest at an annual rate of 12% on all overdue payments, and to stop providing services, including ceasing to pay claims and expenses, until such bills and interest have been paid in full.

15. CONFIDENTIALITY

- a) The parties acknowledge and agree that information emanating from either party's business in any form may be confidential and proprietary in nature. Each party will use its reasonable best efforts during and after the termination of this Agreement to preclude the duplication, use or disclosure of any such confidential and proprietary information to any third party, unless such duplication or disclosure is specifically authorized under this Agreement or otherwise by the party claiming ownership. In addition, the parties agree that information contained in a Claim File or PMA's RMIS or otherwise provided in the context of this relationship shall be considered confidential

and proprietary, and may constitute privileged and/or attorney work product protected from discovery by law and/or rules of court. Therefore, neither party will release any such information unless:

- i. compelled by an order of a court of competent jurisdiction;
 - ii. mandated by an insurance code, claim practices act, workers' compensation law, or other applicable law or regulation to provide information to the claimant or other person; or
 - iii. mandated by applicable court discovery rules.
- b) If there is an obligation to release part but not all of the information, the part deemed not responsive will be withheld, but nothing in this Agreement is intended to abrogate the duty of either party to comply in good faith with such discovery requests.
 - c) Each party agrees that the information contained within PMA's RMIS must be treated in a confidential manner by all users who may gain authorized access to PMA's RMIS.
 - d) Client agrees PMA (or its representative) may de-identify and thereafter utilize Client's information for benchmarking and related purposes.
 - e) PMA processes on behalf of Client personal information disclosed to it by Client and personal information that Client has asked PMA to collect as part of the services provided under this Agreement. PMA shall not retain, use or disclose personal information relating to Client's injured workers for any purpose other than for the purpose of providing the services contemplated by this Agreement or as permitted by applicable law. PMA may disclose information to its vendors to the extent necessary or advisable to provide the services required under this Agreement.
 - f) This Section of the Agreement shall survive the termination of the Agreement.

16. NATURE of RELATIONSHIP

- a) PMA agrees to perform the services described in this Agreement as an independent contractor and not as an agent or employee of Client. Client retains no control or direction over PMA, its employees or agents, or over the detail, manner or methods of the performance of the services described herein.
- b) PMA retains third party vendors to provide services under this Agreement and PMA's charges to Client may vary from the itemized charge to PMA. Vendors may be required to meet requirements determined by PMA, including but not limited to, appropriate licensure, adequate insurance coverage (including cybersecurity), and meeting standards for protecting confidential information. Client shall indemnify, defend, and hold PMA harmless from liabilities resulting from PMA's utilization of any third party vendor selected by Client if the vendor does not meet requirements determined by PMA. Client acknowledges and agrees that PMA may receive allowances or payments from vendors in connection with PMA's utilization of vendor services as consideration for PMA's efforts in the management, administration and integration of the services.

17. TERMINATION

- a) This Agreement may be terminated upon 90 days advance written notice by either party with or without cause.
- b) This Agreement may be terminated:
 - i. by mutual agreement of the parties;
 - ii. by PMA if Client is in default in payment of any fees or expenses due hereunder or fails to maintain the requisite claim funding levels as required herein and PMA has given Client prior written notice of such default five days prior to the date set for termination;
 - iii. by the non-breaching party if the other party breaches (other than a monetary breach) under any of the terms, covenants and conditions hereunder and the non-breaching party has given the breaching party prior written notice of such breach 20 days prior to the date set for termination and the breaching party has failed to cure such breach prior to the termination date;
 - iv. by one party if the other party becomes insolvent or bankrupt, is placed into receivership, makes an assignment for the benefit of creditors, or is levied upon or sold by Sheriff's sale;
 - v. by PMA or Client if PMA fails to obtain any required state or federal licensing for providing services hereunder; or
 - vi. by PMA or Client if any state regulatory entity fails to approve or subsequently disapproves or revokes the self-insured status of Client. PMA or Client may choose to suspend all or part of PMA's obligations under this Agreement or terminate this Agreement with respect to a state or states where Client loses its self-insured status.
- c) This Agreement shall be deemed terminated upon its normal expiration.
- d) Upon termination of this Agreement, PMA will provide a final accounting of any amounts due either party. Client shall be responsible for payment of all fees incurred by PMA up to and including the date of termination. Upon final closing of the account, PMA shall return the Claim Files to Client in electronic form. PMA may at its option keep a copy of the Claim Files for PMA's records.
- e) Client and PMA acknowledge that certain approved indemnity, medical and expense payments may still be in process of payment upon the date of termination. Therefore Client agrees that Client will remain responsible for payment of any and all indemnity, medical and expense payments which may be processed by PMA for a Qualified Claim, which shall include, at a minimum, the maintenance of a claim funding mechanism for at least 45 days after the Agreement terminates. In addition, PMA shall return to Client any outstanding checks remaining unpaid after termination. PMA shall not be responsible for Client's escheat obligations with regard to issued but unrepresented checks either before or after the termination of this Agreement.
- f) PMA may utilize the Payment Account for any outstanding amounts owed by Client to PMA prior to returning unallocated funding to Client.

- g) This Section of the Agreement shall survive the termination of this Agreement. Nothing in this Section of the Agreement shall limit any other remedy that may be available to PMA.

18. INDEMNIFICATION, HOLD HARMLESS, and LIMITATION OF LIABILITY

- a) To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless PMA, and its parents, affiliates, officers, directors, employees, and agents, from and against all claims, losses, damages, costs, liability, penalties or expenses, including attorneys' fees, caused by or resulting from (i) claims from third parties alleging negligence or willful misconduct of Client, its officers, directors, employees or agents; (ii) a disclosure of confidential or proprietary information by Client to any third party; or (iii) Client's failure to maintain the funding required by this Agreement in the Payment Account.
- b) To the fullest extent permitted by law, PMA shall indemnify, defend and hold harmless Client, its affiliates, officers, directors, employees, and agents, from and against all claims, losses, damages, costs, liability or expenses, including attorneys' fees, caused by or resulting from claims from third parties alleging negligence or willful misconduct of PMA, its officers, directors, employees or agents. However the parties agree that PMA, its directors, officers, agents or employees, will not be liable to Client or any third party for claims arising from PMA's performance under this Agreement in those cases where PMA acted at the request of or with the consent of Client.
- c) Client agrees that it will not hold PMA liable for, or reduce the compensation of PMA with respect to, any failure of PMA to deliver any services resulting from (i) any failure to cooperate on the part of Client or the prior administrator, or (ii) any files for Takeover Claims which have not been properly maintained or are not delivered to PMA in good order.
- d) Promptly after the receipt by any party seeking indemnification under this section ("Indemnatee") of notice of the commencement of any action or the assertion of any claim against such Indemnatee by a third party, such Indemnatee shall give such indemnifying party written notice thereof and the indemnifying party shall have the right to undertake the defense of such action or claim. If the indemnifying party fails to defend or, after undertaking such defense, fails to prosecute or withdraws from such defense, the Indemnatee shall have the right to undertake the defense and settlement thereof at the indemnifying party's expense. If the indemnifying party is defending such action or claim, the Indemnatee may retain separate counsel at its sole cost and expense and may participate in the defense of such action or claim. An indemnifying party may only settle an action or claim with the consent of the Indemnatee, which consent shall not be unreasonably withheld or delayed. If the Indemnatee does not consent to a settlement proposed by the indemnifying party that includes a full release of Indemnatee from all claims at issue, the Indemnatee shall be responsible for any settlement, award, judgment or damages incurred above the settlement amount proposed by the indemnifying party, as well as all costs and expenses, including attorneys' fees, incurred in the defense of the claims from the date of the proposal.
- e) The indemnification provided in this section represents the sole remedy for actions or claims brought by third parties.
- f) Neither party shall be liable to the other party for punitive or consequential damages.

- g) Client agrees that PMA's total liability to Client under this Agreement (whether in contract, tort, or otherwise) shall not exceed the amount of claim handling fees billed and collected by PMA during the 12 month period immediately preceding the date Client first notifies PMA in writing of any potential action or claim.
- h) Any claim under this Agreement must be brought by the party within one year of the event forming the basis of the claim.
- i) This Section of the Agreement shall survive the termination of the Agreement.

19. NOTICES

All notices required to be given by one party to the other under this Agreement will be in writing and will be sent by first class US mail, postage prepaid, or by nationally recognized overnight carrier and will be addressed as set forth below or to such other address as may be designated in writing by either party in accordance with the provisions of this Agreement and will be effective upon receipt.

For Client: Misty Butcher
 Mayor
 City of Springfield
 300 South 7th Street
 Springfield, IL 62701

With a copy to: Nikki Baker
 Director of Human Resources
 City of Springfield
 300 South 7th Street, Room 104
 Springfield, IL 62701

For PMA: President
 PMA Management Corp.
 380 Sentry Parkway
 Blue Bell, PA 19422

With a copy to: General Counsel
 PMA Management Corp.
 380 Sentry Parkway
 Blue Bell, PA 19422

20. NON SOLICITATION of PMA'S EMPLOYEES

Client agrees not to directly solicit for employment, either as an employee or an independent contractor, employees of PMA during the term of this Agreement or for a period of one year following its termination. The parties acknowledge the difficulty in determining a specific damage amount for breach of this section, therefore, as liquidated damages and not as a penalty, if Client breaches the terms of this section, Client shall pay PMA an amount equal to one year's base salary of each employee hired. This section of the Agreement shall survive the termination of the Agreement.

21. ASSIGNMENT

This Agreement will be binding upon the parties, their successors and assigns. Client may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of PMA. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves the assigning or delegating party of any of its obligations under this Agreement.

22. COOPERATION

- a) Client and its agents, representatives and employees will promptly report to PMA all notices of injuries, losses or claims for which Client may be liable under its self-insurance program, and to provide all necessary documents and materials to PMA, including but not limited to excess policies, which are necessary to provide the services hereunder.
- b) Each party and its agents will cooperate fully with the other party in connection with its obligations hereunder and upon reasonable request, assist in the investigation, litigation, settlement and/or defense of a particular Qualified Claim. Upon prior notice from Client, all Claim Files will be open to Client's inspection at reasonable times, at the office of PMA. PMA may, at its own option within five business days of such request provide Client or Client's representative with limited access to PMA's RMIS for the purposes of reviewing Claim Files electronically.
- c) This Section of the Agreement shall survive the termination of the Agreement.

23. WARRANTIES and REPRESENTATIONS

- a) By affixing its authorized signature below, Client warrants that it has been duly authorized and/or otherwise possesses all requisite authority and may lawfully enter into this Agreement.
- b) By affixing its authorized signature below, PMA warrants that it has been duly authorized and/or otherwise possesses all requisite authority and may lawfully enter into this Agreement.

24. MODIFICATION

PMA may seek to modify fees if: (i) PMA's fees and charges were based upon inaccurate or erroneous data, or Client's business changes materially in the nature or volume of business or claims from what was originally contemplated at the inception of the Agreement; or (ii) during the term of this Agreement, legislative and/or regulatory changes materially impact or change the scope of PMA's services or responsibilities. If the parties are unable to reach an agreement with regard to the modification, then either party may terminate this Agreement with 60 days written notice to the other party, with the current fee structure remaining in effect. PMA will continue to provide services for the 60 day notice period, after which PMA will return all Claim Files to Client and submit a final billing to Client.

25. MISCELLANEOUS

- a) **Governing Law; Jury Trial Waiver.** This Agreement and all disputes relating in any way to this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its principles of conflicts of laws. Both parties agree to waive any

right to have a jury participate in the resolution of any dispute or claim between the parties arising under the Agreement.

- b) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior written or oral agreements, representations, warranties, negotiations, or understandings. The parties further represent and warrant that they have not relied on any representations, warranties or statements as an inducement to entering this Agreement other than what is expressly written herein. If PMA provides claims services for any Qualified Claim after the Qualified Claim exceeds the attachment point of any Client insurance policy, then (i) PMA shall comply with the terms of any such policy and the instructions of the insurance company issuing such policy and (ii) the terms of any agreement between the insurance company and PMA shall supersede the terms of this Agreement.
- c) **No Waiver.** No delay or omission on the part of any party in exercising any right hereunder will operate as a waiver of such right or of any other right under this Agreement. A waiver on any one occasion will not be construed as a bar to or waiver of any right or remedy on any other occasion.
- d) **Standard of Care.** PMA shall discharge its obligations under this Agreement with commercially reasonable care, skill, prudence and diligence.
- e) **Force Majeure.** The obligations of either PMA or the Client under this Agreement will be suspended for the duration of any force majeure applicable to that party. The term "force majeure" means any cause not reasonably within the control of the party claiming suspension, including without limitation, an act of God, industrial disturbance, war, riot, weather related disaster, earthquake, and/or governmental action. Client's obligation to fund its claims and expenses shall continue uninterrupted during this Agreement and shall not be subject to a force majeure event. The party claiming suspension pursuant to this section of the Agreement shall take all commercially reasonable steps to resume performance as soon as possible without incurring unreasonably excessive costs.
- f) **Severability.** The provisions of this Agreement are to be deemed severable, and the invalidity or unenforceability of any provision will, unless material and going to the essence of the Agreement as a whole, not affect or impair the remaining provisions which will continue in full force and effect.
- g) **Counterparts; Electronic Signature.** This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument. The intentional action in electronically signing this Agreement shall be evidence of consent to be legally bound by this Agreement. Further, the parties agree that this Agreement may be signed and/or transmitted by electronic mail of a .PDF document or electronic signature (e.g., DocuSign or similar electronic signature technology) and thereafter maintained in electronic form, and that such electronic record shall be valid and effective to bind the party so signing as a paper copy bearing such party's hand-written signature. The parties further consent and agree that the electronic signatures appearing on this Agreement shall be treated, for purpose of validity, enforceability and admissibility, the same as hand-written signatures. Each party agrees not to contest the admissibility or enforceability of the electronically signed copy of this Agreement in any proceeding arising out of this Agreement.

- h) **Captions.** The captions and headings to the various Sections of this Agreement have been inserted for convenience of reference only, and shall not have the effect of amending or changing the express terms or provisions of this Agreement.
- i) **Ambiguities.** The parties agree that the terms and language of this Agreement are the result of detailed negotiations between the parties and, as a result, there shall be no presumption that any ambiguities in this Agreement shall be resolved against either party. Any controversy over the construction of this Agreement shall be decided in light of its business purposes, without regard to events of authorship or negotiation. In the event of any inconsistency or conflict between the terms or provisions of this Agreement and the terms or provisions of any other pre-existing or contemporaneous document or agreement as to the subject matter of this Agreement, the terms and provisions of this Agreement shall control and shall supersede the terms or provisions of such other document or agreement.
- j) **Calculation of Time.** All references herein to days shall be to calendar days, unless an express reference is made to business days. In the event the last day for compliance falls on a Saturday, Sunday, or Holiday, the period for compliance shall be deemed to include the following business day.
- k) **Amendment.** Except as otherwise set forth in this Agreement, this Agreement will not be amended except as mutually agreed in a writing signed by both parties.
- l) **Use of Client Name and/or Logo.** During the term of this Agreement, Client authorizes PMA to utilize Client's name and/or logo in promotional or marketing efforts.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the day and year first written above.

PMA MANAGEMENT CORP.

CITY OF SPRINGFIELD, ILLINOIS

BY: Michael MacAulay

BY: [Signature]
GEN

TITLE: President

TITLE: Mayor

Exhibit A – Other Services Fee Schedule

All fees are billed as incurred unless specifically agreed otherwise.

Service Type	Amount
Managed Care:	
Bill review and repricing	\$9.50 per bill, plus 29% of savings over and above fee schedule and/or usual and customary
Utilization review	\$125 per review
Clinical case management services	\$98.00 per hour
Medical consultant review	\$255 per review
PMA Care 24	\$103.00 per call
Point of Sale Pharmacy Program	\$75.00 per review
Medical Director	\$250 per hour
Medicare Solutions	
Section 111 Reporting	\$9.00 per claim queried
Medicare Set-Aside Allocation	\$2,200 each
CMS Submissions	\$630 each
Medicare Conditional Payment Research	\$130 each
Medicare Conditional Payment Appeal or Dispute	\$260 each
Medicare Conditional Payment Research Final Demand	\$55 each
Medical Cost Projections	\$1900 each
Evidenced Based MSA	\$2,200 each
Life Care Plan	\$185 per hour
Legal Nurse Review	\$1,900 per review
Update (of prior MSA report)	\$785 per report
Resolution Services	\$130 per hour
Medicare/Social Security Verification	\$205 each
Medicaid Conditional Payment Research	\$260 each
Medicare Advantage Plan Conditional Payment Negotiation	\$525 each
Provider Relations Specialist	\$110 per hour
Information Systems:	
RMIS fee	\$5,000 per year for up to 5 users \$500 per year each additional user
Standard Data Conversion	\$5,000
Customized Reporting/Programming	\$155.00 per hour
Standard Data Feed Set-Up	\$2,500 per year
Standard Data Feed	\$200 per month

<u>Risk Control:</u>	
General	\$135 per hour
Industrial hygiene services	\$180 per hour
Special Projects	To be determined
<u>Claim Adjustment:</u>	
Vocational Rehabilitation	\$103.00 per hour
Claim Indexing	\$19.75 flat fee per queried file or loss line
Legal Bill Analyzer	3% of gross billed charges
<u>Other:</u>	
Administrative	\$5,000
Non-standard claim intake	\$18 per claim
Subrogation Specialist Services	17% of gross recovery
Recover to At Work	\$110.00 per hour
Standard Data Extract (upon termination)	\$5,000
Each Claim Review in excess of four per year	\$1,500 per review, per day plus PMA expenses
Onsite claim review	Travel incurred by PMA personnel is reimbursed in full by the client
OSHA reporting preparation services	\$18 per incident \$1,500 annual minimum
OSHA special projects	To be determined

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO:

DATE OF 1ST READING:

10/17/2023

OFFICE REQUESTING: Office of Human Resources

CONTACT PERSON: Christin Renard

PHONE NUMBER: 217-78-2446

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

[Empty box for emergency justification]

TYPE OF ORDINANCE: Request for Proposal

FISCAL IMPACT: \$174,100.00

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

SUGGESTED TITLE:

An Ordinance accepting proposal HR24-16 for Third Party Worker's Compensation Administrative Services with PMA Management Corporation in an amount not to exceed \$174,100.00 for a two-year contract for the Office of Human Resources. The contract will be in effect on January 1, 2024 until December 31, 2025.

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

RFP HR24-16

Previous RFP - ORD #481- 12-19

CONTRACTOR / VENDOR NAME: PMA Management Corporation VENDOR NO: VC*3057

CONTRACT TERM: 2 Years Change in Scope Yes [] No [x]

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: E: RFP [x]
Exception: []
Code Provision: []

Previous Ord #'s

- 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

EXPENDITURE

Table with 6 columns: Fund, Agency, Org, Activity, Object, Amount. Rows 1-4 are empty.

Table with 6 columns: Agency, Org, Activity, Object, Amount. Row 1: 074, 107, BMGT, WCMP, 1215, \$174,100.00. Rows 2-4 are empty.

FUNDS CHECK BY: [Signature] Date: 10/03/23
DIRECTOR / SUPERVISOR SIGNATURE: [Signature] Date: 10/3/2023
CITY PURCHASING AGENT: [Signature] Date: 10/09/23

COMMENTS

Proposals were sought in August 2023 for third party worker's compensation administrative services. Five proposals were submitted with PMA Management Corporation evaluated as providing the best proposal for these services.

SIGN OFF: [Signature] (Mayor's Signature)

[Signature] (Director of OBM)

2023-4962025-372

493-11393

ORDINANCE FACT SHEET

DATE OF 1st READING: September 2, 2025

OFFICE REQUESTING: Office of Budget & Management

CONTACT PERSON: Jeff Egizii

PHONE NUMBER: 217-789-2191

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

FISCAL IMPACT: \$80,000.00

SUGGESTED TITLE: An ordinance amending Ordinance 493-11-23 and authorizing an additional \$80,000.00 with PMA Management Corp. for third party workers compensation administrative service in a total amount nount not to exceed \$254,100.

CONTRACTOR / VENDOR NAME: PMA Management Corporation VENDOR NO: VC3057

CONTRACT TERM: Jan 1, 2024 - Dec 31, 2025 Change in Scope Yes No

CONTRACT AMOUNT: \$174,100.00 (Original amount if change order) Change Order # _____ Additional Amount \$80,000.00

Method of Purchase (check one)

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

Previous Ord #'s 493-11-23

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	074	107	BMGT	WCMP	1215	\$80,000.00
2						
3						
4						

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

Ordinance 493-11-23

STAFF ANALYSIS

Larger number of workers' compensation claims has caused an increase in administration costs. The authorized amount from Ord 493-11-23 is insufficient and an additional \$80,000 is needed for the remainder of the contract term ending December 31, 2025.

FUNDS CHECK BY: Blazis, Jeff Digitally signed by Blazis, Jeff
Date: 2025.09.12 16:20:54 -05'00'

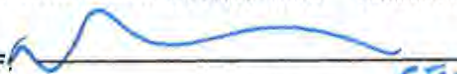
Date: _____

DIRECTOR / SUPERVISOR: Egizii, Jeff Digitally signed by Egizii, Jeff
Date: 2025.09.12 13:15:52 -05'00'

Date: _____

CITY PURCHASING AGENT: Lesko, Mike Digitally signed by Lesko, Mike
Date: 2025.09.12 16:29:27 -05'00'

Date: _____

SIGN OFF: 
(Mayor's Signature) **GEM**


(Director of OBM)

The information supplied on this form is not confidential information.

2025-372

AN ORDINANCE AUTHORIZING PAYMENT OF \$50,000 ANNUALLY TO ENOS PARK AND SHA (MADISON PARK PLACE) TAX INCREMENT FUNDS TO SPRINGFIELD SCHOOL DISTRICT #186 FOR 12 YEARS FOR A TOTAL AMOUNT NOT TO EXCEED \$1,200,000.00 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 SHA (Madison Park Place) Tax Increment Redevelopment Plan in the City of Springfield pursuant to "The Tax Increment Allocation Redevelopment Act, as amended," 65 ILCS 5/11-74.4-1, et seq. (hereinafter referred to as the "Act,"); and

WHEREAS, the City has adopted a program for the Redevelopment Project Area (as hereinafter defined) known as the Enos Park Tax Increment Redevelopment Plan in the City of Springfield pursuant to "The Tax Increment Allocation Redevelopment Act, as amended," 65 ILCS 5/11-74.4-1, et seq. (hereinafter referred to as the "Act,"); and

WHEREAS, the City desires to annually return \$50,000.00 each from Enos Park and SHA (Madison Park Place) Tax Increment Finance Funds to Springfield School District #186 for (12) twelve years (2023 through 2034) for a total amount not to exceed \$1,200,000.00; and

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

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

Section 1: That the City Council hereby approves and authorizes to annually return \$50,000.00 each of the Enos Park and SHA (Madison Park Place) Tax Increment Finance Funds to Springfield School District #186 for (12) twelve years 2023 through 2034 for a total amount not to exceed \$1,200,000.00.

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

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

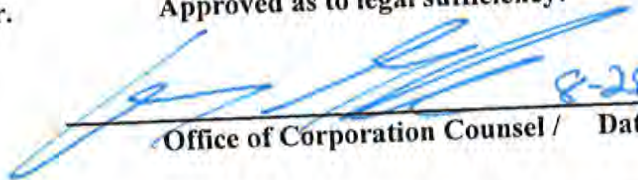
RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher



Office of Corporation Counsel / Date 8-28-25

From: Langfelder, Jim <Jim.Langfelder@springfield.il.us>
Subject: RE: [External] TIF Letter
Date: May 21, 2020 at 7:42 PM
To: Jennifer Gill <jgill@spa186.org>

Good Evening Jennifer,

I appreciate School District 186's letter of support for the Enos Park Neighborhood and SHA (Madison Park Place) TIF renewals. Like with the Downtown TIF Renewal, the City is in agreement with \$100,000 annually for the two TIFs over the 12 year life of the extensions for \$1,200,000 total. Per our discussion, we will also include School District 186 representative(s) in drafting and discussions of the SHA TIF Extension boundaries for the Pillsbury Plant neighborhood area. Thank you for your assistance and leadership in the support for the TIF renewals, which will help transform Springfield.

With much appreciation!
Jim Langfelder
Mayor

-----Original Message-----

From: Jennifer Gill <jgill@spa186.org>
Sent: Thursday, May 21, 2020 3:27 PM
To: Langfelder, Jim <Jim.Langfelder@springfield.il.us>
Subject: TIF Letter

This is after a great deal of work the last two days. I know you are on a timeline, but this is a big decision for us. Here are a couple of clarifying points.

1. Some of the alderman were worried that we would take a hit at the end of the TIF. It is true that the district does receive 2/3 of any remaining TIF funds and that we will gain 330,000 annually for the Enos Park TIF. But with the new EBF funding formula, the last three years of local funding is averaged for the formula so this is helpful in not taking a one time increase like we have under the prior funding rules.
2. We are agreeing to 100,000 annually for the two TIFs combined. Over the 12 year life of this extension \$1,200,000.
3. We would normally receive \$330,000 annually for the Enos TIF area and \$170,000 for the SHA TIF at this time.

2025-373

From: Jennifer Gill jgill@sps186.org
Subject: TIF Letter
Date: May 21, 2020 at 3:27 PM
To: Jim Langfelder (Jim.Langfelder@springfield.il.us) jim.langfelder@springfield.il.us

TIF Letter 2020 Dist. 186.docx
68 KB



This is after a great deal of work the last two days. I know you are on a timeline, but this is a big decision for us. Here are a couple of clarifying points.

1. Some of the alderman were worried that we would take a hit at the end of the TIF. It is true that the district does receive 2/3 of any remaining TIF funds and that we will gain 330,000 annually for the Encos Park TIF. But with the new EBF funding formula, the last three years of local funding is averaged for the formula so this is helpful in not taking a one time increase like we have under the prior funding rules.
2. We are agreeing to 100,000 annually for the two TIF's combined. Over the 12 year life of this extension \$1,200,000.
3. We would normally receive \$330,000 annually for the Encos TIF area and \$170,000 for the SHA TIF at this time.



May 21, 2020

City of Springfield
Attn: Mayor James O. Langfelder
Room 300 Municipal Center East
800 East Monroe
Springfield, IL 62701

Dear Mayor Langfelder and City Council:

Springfield Public School District 186 provides this letter of support for the extension of Springfield's Enos Park TIF District and the SHA – Madison Park Place TIF for an additional twelve years based upon their upcoming completion dates. Due to the 2020 COVID-19 crisis and the economic outlook of our community, we are concerned about adverse affects due to property tax delays, loss of businesses that support our local property taxes, and the lasting effects that these issues may have on our local tax dollars that are vital to the operation of our taxing bodies. We recommend this issue be tabled until fall session so that there is time to get a better handle on the crisis at hand as it relates to the impact on the taxing districts. It should be noted that the SHA does not expire until Dec. 2022.

With this in mind, Springfield Public Schools generally supports this extension as a means to continue the ongoing re-development of the urban core of Springfield. The increase in housing, business, and infrastructure will serve the City and the District. While the District will continue to lose revenue during the life of this TIF and it's extension, we have partnered with the Mayor and City of Springfield to structure an agreement to receive an additional 20%, which is roughly 100,000 of the net of TIF revenue per year for both Enos Park and SHA TIFs, for each of the twelve years of the extension. This will result in a total net \$1,200,000 over the life of the extension of these TIF grants.

This approach will support the City's initiatives, but allow the District to continue to better thrive during uncertain times. We want to encourage the development in this area to focus on infrastructure and business development that will eventually add to the overall property tax base. The Enos Park area has numerous not-for-profit and non-taxed entities, which all serve our community nobly, and we hope the future development will be focused on widening the tax base in this area to stimulate re-vitalization that generates tax dollars. Additionally, we would support the re-development of the Pillsbury Plant area and the areas around Lanphier High School for future development. We would like to be a part of the process in approving the boundaries for the SHA TIF as it nears extension in the future.

Sincerely,
Jennifer E. Gill

JENNIFER E. GILL • Superintendent
Administrative Center • 1900 West Monroe • Springfield, IL 62704-1599
217.525.3000 • TDD: 217.525.3023 • Fax 217.525.3005 • www.sps186.org

2025 - 373

ORDINANCE FACT SHEET

DATE OF 1st READING: 09/02/2025

OFFICE REQUESTING: OPED

CONTACT PERSON: Amy Rasing

PHONE NUMBER: 217-789-2377

EMERGENCY PASSAGE: No [checked] Yes [] If yes, explain justification - See attached document

FISCAL IMPACT: \$1,200,000.00

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING THE CITY OF SPRINGFIELD TO ANNUALLY RETURN \$50,000 EACH FROM ENOS PARK AND SHA (MADISON PARK PLACE) TAX INCREMENT FUNDS TO SPRINGFIELD SCHOOL DISTRICT # 186 FOR 12 YEARS FOR A TOTAL AMOUNT NOT TO EXCEED \$1,200,000.00

CONTRACTOR / VENDOR NAME: Springfield School District #186 VENDOR NO: VC*1823

CONTRACT TERM: 12 Years Change in Scope Yes [] No [checked]

CONTRACT AMOUNT: \$1,200,000.00 (Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one)

- [] Low Bid [checked] Other: Intergovernmental [] Low Bid Meeting Specs [] Exception: Code Provision:

Previous Ord #'s

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

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

Table with 6 columns: Fund, Agency, Org, Activity, Object, Amount. Rows 1-4 are empty.

Table with 6 columns: Fund, Agency, Org, Activity, Object, Amount. Row 1: 028, 111, DEVL, ENOS, 2110, \$600,000.00. Row 2: 007, 111, DEVL, MADI, 2110, \$600,000.00. Rows 3-4 are empty.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.) TIF Letter emails and TIF letter dated 05/21/2020

STAFF ANALYSIS

This ordinance authorizes the City of Springfield to annually return \$50,000 each of the Enos Park and SHA (Madison) Tax Increment Finance funds to Springfield School District # 186 for twelve years (tax payable years 2023 through 2034) for a total amount not to exceed \$1,200,000.00.

FUNDS CHECK BY: Wingerter, Justin G. Digitally signed by Wingerter, Justin G. Date: 2025.08.21 11:59:24-05'00'

DIRECTOR / SUPERVISOR: Rasing, Amy A. Digitally signed by Rasing, Amy A. Date: 2025.08.21 10:49:21 -05'00'

CITY PURCHASING AGENT: Lesko, Mike Digitally signed by Lesko, Mike Date: 2025.08.21 12:32:46 -05'00'

SIGN OFF: [Signature] (Mayor's Signature)

Date: _____

Date: _____

Date: _____

Ramona Metzger Digitally signed by Ramona Metzger Date: 2025.08.21 12:48:05 -05'00' (Director of OBM)

The information supplied on this form is not confidential information.

2025-373