

AN ORDINANCE AUTHORIZING A THIRD ONE-YEAR CONTRACT EXTENSION AND ADDITIONAL FUNDING IN THE AMOUNT OF \$34,968.00 UNDER CONTRACT NO. UW23-03-15 – WOOD CHIPPING AND REMOVAL FOR LAKE SERVICES WITH REX D. EVANS, DBA EVANS CARTAGE, FOR A TOTAL AMOUNT NOT TO EXCEED \$139,872.00 FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, pursuant to the OBM Factsheet approval process, Contract No. UW23-03-15 - Wood Chipping and Removal for Lake Services was awarded to Rex D. Evans dba Evans Cartage ("Evans") in an amount of \$34,968.00 for the Office of Public Utilities for eighteen-month time period covering September 1, 2022, through February 28, 2023, and

WHEREAS, Ordinance No. 458-10-23 authorized the first extension of the said contract from March 1, 2023, through February 29, 2024, and authorized an additional \$34,968.00, and

WHEREAS, Ordinance No. 109-04-24 authorized the second extension of the said contract from March 1, 2024, through February 28, 2025, and authorized an additional \$34,968.00, and

WHEREAS, this Ordinance authorizes the third extension of the said contract from March 1, 2025, through February 28, 2026, and authorizes an additional \$34,968.00 to cover this extended time frame.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves an additional expenditure in an amount not to exceed Thirty-Four Thousand Nine Hundred Sixty-Eight Dollars and No Cents (\$34,968.00) for Contract No. UW23-03-15 - Wood Chipping and Removal for Lake Services Division from Evans and authorizes a third one-year contract extension to February 28, 2026.

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

Section 3. The payment to Evans for the total maximum amount of One Hundred Thirty-Nine Thousand Eight Hundred Seventy-Two Dollars and No Cents (\$139,872.00) under Contract No. UW23-03-15 from Account No. 101-200-JAAD-6316-1232 is hereby authorized, approved, and directed.

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

PASSED: _____, 2025


SIGNED: _____, 2025

RECORDED: _____, 2025

MAYOR

ATTEST: _____

Approved as to legal sufficiency:


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

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: Rex Evans DBA Evans Cartage
CONTRACT AMOUNT: \$34,968.00 increase
TYPE OF AWARD: Low Bid / UW23-03-15

PRIOR ORDINANCE INFORMATION:

OBM factsheet, \$34,968.00, 18 Months, 9/1/22 to 2/28/23; Ord. No 458-10-23, \$34,968.00, 1 yr., 3/1/23 – 2/29/24; Ord. No. 109-04-24, \$34,968.00, 1 yrs. 3/1/24 – 2/28/25.

INFORMATION:

Under the OBM Factsheet approval process, Contract No. UW23-03-15 - Wood Chipping and Removal for Lake Services was awarded to Rex D. Evans dba Evans Cartage (“Evans”) in the amount not to exceed \$34,968.00 for an eighteen-month timeframe (9/1/22 to 2/28/23). The contract contained provisions for contract extension. Ordinance No. 458-10-23 authorized a one-year extension for a timeframe of 3/1/23 to 2/29/24 for an additional \$34,968.00. Ordinance No. 109-04-24 authorized a one-year extension for a timeframe of 3/1/24 to 2/28/25 for an additional \$34,968.00

This Ordinance authorizes another contract extension with Evans for one year (March 1, 2025, through February 28, 2026) and authorizes additional funding in an amount not to exceed \$34,968.00. All other terms of the contract, including the original prices quoted in 2022, remain the same. This is the third contract extension. The additional funding will bring the grand total of the said contract to \$139,872.00.

It is in the City’s best interest to extend this contract based on Evans being the lowest cost, being a local vendor, and having outstanding service with the Office of Public Utility.

Evans will provide for the supervision, labor, and equipment to chip, load, transport, and dispose of brush from Lake Services’ site to an EPA-approved disposal site. Evans is a Sangamon County local vendor and was the low bidder on the original contract.

THIRD EXTENSION

**Contract No. UW23-03-15
Wood Chipping & Removal for Lake Services**

This Third Extension is proposed by Rex D. Evans, doing business as Evans Cartage (“Contractor”), to the City of Springfield, Illinois (“City”).

WHEREAS, Contractor and City signed Contract No. UW23-03-15 for wood chipping and removal from the City’s Lake Springfield site (the “Contract”);

WHEREAS, the initial term of the Contract was for September 1, 2022 through February 28, 2023;

WHEREAS, Contractor and City extended the Term of the Contract through February 28, 2025; and

WHEREAS, Contractor proposes to extend the Contract for an additional one-year period under the same terms and conditions as the original Contract.

NOW, THEREFORE, Contractor agrees as follows:

1. The Term of the Contract is extended for an additional one-year period commencing March 1, 2025 and ending February 28, 2026.
2. The Contract as hereby extended remains in full force and effect.

IN WITNESS WHEREOF, the Contractor has caused this Third Extension to be signed by its authorized attorney-in-fact.

CONTRACTOR:



Rex D. Evans, d/b/a Evans Cartage, by
Aaron D. Evans, his attorney-in-fact

- 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

Comp H 1089



ORIGINATOR: Lany Rockford/Mike Nutt
 DATE: 5-3-22
 CONTACT PERSON: Michelle Carlisle
 OFFICE REQUESTING: Lake Services Maintenance
 TYPE OF CONTRACT: Low Bid
 PHONE NUMBER:
 FISCAL IMPACT: \$34,968.00
 CONTRACT INDEX #: UW23-03-15

DESCRIPTION / JUSTIFICATION:
 The Contractor shall furnish supervision, labor, and equipment to load, transport and dispose of wood and wood chips/debris from one location (between Lake Park Substation and the Channel Dam on East Lake Drive) within Springfield, Illinois.

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

CONTRACTOR / VENDOR NAME: Evans Cartage
 VENDOR NO: EV004100
 CHANGE IN SCOPE: YES NO
 CONTRACT TERM: 9-1-22 through 2-28-23
 ADDITIONAL AMOUNT:
 CONTRACT AMOUNT: \$34,968.00
 CHANGE ORDER #:
 METHOD OF PURCHASE
 LOW BID
 SOLE SOURCE
 ONLY BID
 PROFESSIONAL SERVICE
 GRANT FUNDED
 JOINT PURCHASING
 OTHER
 REQUEST FOR PROPOSAL
 PREVIOUS ORDINANCE #s
 ISD APPROVAL (IF REQUIRED) YES NO
 PURCHASING AGENT APPROVAL REQUIRED YES NO

ACCOUNTING INFORMATION (IF MORE THAN FOUR ACCOUNTS, PLEASE ATTACH LIST)
 DEPARTMENT DIRECTOR: DB approved via email
 FUNDS CHECKED BY: *5/13/22 5-5-22 e 10:30*
 DATE: *5/13/22*
 CITY PURCHASING AGENT: *5/13/22*
 DATE: *5/13/22*
 OBM DIRECTOR: *5/13/22*
 DATE: *5/13/22*

FUND	AGENCY	ORG	ACTIVITY	OBJECT	AMOUNT
101	200	JAA4	6316	1232	34,968.00

COMMODITY CODE: 9822801/006

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

Michelle Carlisle
5-13-22

CITY WATER, LIGHT & POWER
 Lake Services Construction
 Bid Tabulations for
 Wood Chipping Lake Services Maintenance



Contract #: UW23-03-15

Date: April 22, 2022

Item Description	Price	Cost of Cubic Yard Units	Number of Units	Valuated Cost - 5% preference	Total Evaluated Cost - 5% preference
VC*EV004100 Evans Cartage 1868 Midway Road Murrayville, IL 62668	6.20 per unit price	34,968.00	34,968.00	1,734.30	36,702.30
VC* Artcycle 39 Old Elm Ave. Valley Park, MO 63088	6.15 per unit price	34,968.00	34,968.00	1,734.30	36,702.30

Recommend Award of Bid to Evans Cartage, low evaluated bid.

COPY

2025-374



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

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

Date: March 22, 2022
Fax: 217-789-2207

Contract Index No: UW23-03-15

Contract Name: Wood Chipping & Removal for Lake Services
Pre Bid Meeting: N/A
Bid Security: N/A

Bid opening Due Date: 2:00 P.M. Central Time USA Thursday, April 14, 2022

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

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

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

Name of Vendor: Rex D. Evans d/b/a Evans Cartage

Contact Name: Rex D. Evans

Vendor Address: 1868 Midway Road, Murrayville, IL 62668

Vendor E-Mail: evanscartage@gmail.com

Phone: 217-882-2081 Fax: 217-882-2128

UW23-03-15
Wood Chipping & Removal for Lake Services

21 of 30

March 22, 2022

PROPOSAL SHEET

The undersigned Contractor proposes to furnish all equipment, materials, transportation, supervision, labor, disposal, tools, and other incidental items necessary to satisfactorily perform the above referenced contract for the consideration hereinafter as follows:

Base Bid

Category A - Cost (per cubic yard) to Chip, Load, Transport and Dispose of wood and wood chips/debris from Lake Springfield in Springfield, Illinois to an EPA approved disposal site per specifications:

FY23 (09/01/2022 through 02/28/2023) \$ 6.20 Per Cubic Yard

12281MC

ILLINOIS HAULER LICENSE NO.

Rex D. Evans d/b/a Evans Cartage

Vendor Name (Please Print)

Owner

Title (Please Print)

Signature Rex D. Evans by Aaron D. Evans, his attorney in fact

UW23-03-15
Wood Chipping & Removal for Lake Services

25 of 30

March 22, 2022

COPY

AN ORDINANCE AUTHORIZING A SECOND ONE-YEAR CONTRACT EXTENSION AND ADDITIONAL FUNDING IN THE AMOUNT OF \$34,968.00 UNDER CONTRACT NO. UW23-03-15 - WOOD CHIPPING AND REMOVAL FOR LAKE SERVICES WITH REX D. EVANS, DBA EVANS CARTAGE, FOR A TOTAL AMOUNT NOT TO EXCEED \$104,904.00 FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, pursuant to the OBM Facisheet approval process, Contract No. UW23-03-15 - Wood Chipping and Removal for Lake Services was awarded to Rex D. Evans dba Evans Cartage ("Evans") in an amount of \$34,968.00 for the Office of Public Utilities for eighteen month time period covering September 1, 2022 through February 28, 2023, and

WHEREAS, Ordinance No. 458-10-23 authorized the first extension of the said contract from March 1, 2023, through February 29, 2024, and authorized an additional \$34,968.00, and

WHEREAS, this Ordinance authorizes the second extension of the said contract from March 1, 2024, through February 28, 2025, and authorizes an additional \$34,968.00 to cover this extended time frame.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves an additional expenditure in an amount not to exceed Thirty-Four Thousand Nine Hundred Sixty-Eight Dollars and No Cents (\$34,968.00) for Contract No. UW23-03-15 - Wood Chipping and Removal for Lake Services Division from Evans and authorizes a second one-year contract extension to February 28, 2025.

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

Section 3. The payment to Evans for the total maximum amount of One Hundred Four Thousand Nine Hundred Four Dollars and No Cents (\$104,904.00) under Contract No. UW23-03-15 from Account No. 101-200-JAAD-6316-1232 is hereby authorized, approved, and directed.

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

PASSED: April 2, 2024 SIGNED: April 4, 2024
RECORDED: April 5, 2024 MAYOR
ATTEST: [Signature]

Approved as to legal sufficiency:
[Signature] 3/14/24
Office of the Corporation Counsel/Date
Requested by the Office of Public Utilities/Mayor Buscher

COPY

AN ORDINANCE AUTHORIZING A ONE-YEAR CONTRACT EXTENSION AND ADDITIONAL FUNDING IN THE AMOUNT OF \$34,968.00 UNDER CONTRACT NO. UW23-03-15 - WOOD CHIPPING AND REMOVAL FOR LAKE SERVICES WITH REX D. EVANS, DBA EVANS CARTAGE, FOR A TOTAL AMOUNT PAYABLE NOT TO EXCEED \$69,936.00 FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, pursuant to the OBM Facisheet approval process, Contract No. UW23-03-15 - Wood Chipping and Removal for Lake Services was awarded to Rex D. Evans dba Evans Cartage ("Evans") in an amount of \$34,968.00 for the Office of Public Utilities, and

WHEREAS, the contract was for eighteen months and contained provisions for contract extensions, and

WHEREAS, this Ordinance authorizes the first extension of the said contract from March 1, 2023, through February 29, 2024, and authorizes an additional \$34,968.00 to cover this extended time-frame.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves an additional expenditure in an amount not to exceed Thirty-Four Thousand Nine Hundred Sixty-Eight Dollars and No Cents (\$34,968.00) for wood chipping and removal for the Lake Services Division from Evans, under Contract No. UW23-03-15, and authorizes a One-Year Contract Extension to February 29, 2024.

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

Section 3. The payment to Evans for the total maximum amount of Sixty-Nine Thousand Nine Hundred Thirty-Six Dollars and No Cents (\$69,936.00) under Contract No. UW23-03-15 from Account No. 101-200-JAAD-6316-1232 is hereby authorized, approved, and directed.

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

PASSED: October 17, 2023 SIGNED: October 19, 2023
RECORDED: October 19, 2023 MAYOR
ATTEST: [Signature]

Approved as to legal sufficiency:
[Signature] 9/28/23
Office of the Corporation Counsel/Date
Requested by the Office of Public Utilities/Mayor Buscher

ORDINANCE FACT SHEET

DATE OF 1st READING: 9/16/25

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: 34,968.00

SUGGESTED TITLE: Authorize extension & additional funding for / bid # & title / item(s) / vendor / dollar amount / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: Rex D. Evans dba Evans Cartage VENDOR NO: EV004100

CONTRACT TERM: 1 yr. 3/1/25 - 2/28/26 Change in Scope Yes [] No [x]

CONTRACT AMOUNT: 104,904.00 (Original amount if change order) Change Order # - Additional Amount 34,968.00

Method of Purchase (check one)

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

Previous Ord #'s most recent 109-04-24

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

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: 1, 101, 200, JAAD, 6316, 1232, 34,968.00

Table with 6 columns: Fund, Agency, Org, Activity, Object, Amount. Row 1: 1, 101, 200, JAAD, 6316, 1232, 34,968.00

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.) Extension letter, previous obm & ordinances

STAFF ANALYSIS

Third contract extension on Contract UW23-03-15 - Wood Chipping and Removal for Lake Services (Low bid) for an additional year and authorizing an additional \$34,968.00 to cover this extension.

FUNDS CHECK BY: Dakota Capranica Digitally signed by Dakota Capranica Date: 2025.08.29 08:58:32 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown Date: 2025.08.29 08:25:04 -05'00'

Date: _____

CITY PURCHASING AGENT: Lesko, Mike Digitally signed by Lesko, Mike Date: 2025.09.02 08:11:01 -05'00'

Date: _____

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

Ramona Metzger Digitally signed by Ramona Metzger Date: 2025.09.02 09:09:13 -05'00' (Director of OBM)

The information supplied on this form is not confidential information.

2025-374

AN ORDINANCE AUTHORIZING AN AMENDMENT TO AN AGREEMENT WITH SIEMENS INDUSTRY, INC, SIEMENS POWER TECHNOLOGIES INTERNATIONAL FOR AN ADDITIONAL THREE (3) YEAR LICENSE TERM FOR THE PPSE SOFTWARE PROGRAM IN AN AMOUNT NOT TO EXCEED \$132,012.00, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, previously, through the OBM Factsheet approval process, the City entered into an agreement with Siemens Industry, Inc, Siemens Power Technologies International ("Siemens") for annual license terms for the PSSE software program, and

WHEREAS, this Ordinance approves an amendment to the agreement by authorizing a license term of three (3) years instead of the annual license and authorizes the payment in the amount of \$132,012.00 to cover the three (3) year term, and,

WHEREAS, the Office of Public Utilities is mandated by the North American Electric Reliability Corporation (NERC) to develop, maintain, and participate in MISO regional system modelling studies to support the continued reliable operation of the grid. The use of this software assists the Utilities in fulfilling its this NERC compliance obligation, and

WHEREAS, in accordance with the provisions of Section 38.40 of the City Code, the Purchasing Agent has previously 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 an amendment to an agreement with Siemens for three (3) year license term for the PPSE software program in an amount not to exceed One Hundred Thirty-Two Thousand Twelve Dollars and No Cents (\$132,012.00).

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 One Hundred Thirty-Two Thousand Twelve Dollars and No Cents (\$132,012.00) from Account No. 102-100-CBA-7778-1234 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:

 9-10-25
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 Industry, Inc, Siemens Power Technologies International ("Siemens")

CONTRACT AMOUNT: \$132,012.00 (over 3 yrs.)

TYPE OF AWARD: Sole Source

PRIOR ORDINANCE INFORMATION:

- Original Agreement – OBM Factsheet NB24-201U Siemens Power T&D, Inc., Sole Source, 1 year, \$29,000.00.
- Most recent document – OBM Factsheet NB25-238U, Siemens Power T&D, Inc., Sole Source, 1 year, \$39,875.00.

INFORMATION:

Previously through the OBM Factsheet approval process, the City entered into an agreement with Siemens Industry, Inc, Siemens Power Technologies International ("Siemens") for annual license terms for the PSSE software program.

This Ordinance approves an amendment to the agreement by authorizing a license term of three (3) years instead of the annual license and authorizes the payment in the amount of \$132,012.00 to cover the three (3) year term. This amendment provides for discounts over the annual purchases. The term will run from August 16, 2025 to August 15, 2028.

The North American Electric Reliability Corporation (NERC) is a regulatory authority whose mission is to assure the reliability and security of the bulk power system in North America. Under NERC classifications for transmission modelling and planning such as TPL-001-5 and MOD-032, CWLP is mandated to develop, maintain and participate in MISO regional system modelling studies to support the continued reliable operation of the grid.

These steady state and dynamic transmission system analysis are required to be submitted to MISO for regional utilization in a data format specific to PSSE, the current approved version of which is v36. This makes Siemens a sole source provider for fulfilling the Utilities' NERC compliance obligations regarding this modelling service.

Siemens is not a local vendor.



Siemens Industry, Inc.
Siemens Power Technologies International
400 State Street
Schenectady, NY 12301-1058 US
Tel: 518-395-5000 • Fax: 518-346-2777
www.siemens.com/power-technologies

QUOTATION

To: Brian Bell, P.E.
Supervisor of Electric Planning
City Water, Light & Power |
1008 E. Miller St. | Springfield, IL 62702

Quote# : SF25514341
Date: August 6, 2025

Item	Description	Amount
1	Fee for Renewal of (1) concurrent users of the PSS®E Basic licensed software for (3) year Term Annual Payments. <ul style="list-style-type: none">Base Module: Graphical User Interface and Contour Plotting Power Flow Contingency Analysis Voltage Stability (PV/QV) Analysis Python and IPLAN Scripting Transmission Reliability Assessment Versions 35 and 36 included. M&S included. Basic PSS®E Individual Software License (deployment up to 32 cores). Maintenance & Support Included in Price Renewal Period: August 16, 2025- August 15, 2028	\$132,012.00
Sub-Total, not including taxes and Fees		\$132,012.00

All prices quoted are in United States Dollars. **This quote is valid for 30 days.** Sales tax will be added to invoice and due with payment unless a valid Tax Exemption Certificate or Direct Pay Permit is provided.

Payment Schedule:

Due Net 30 from delivery - \$44,004.00 + applicable sales tax
July 2026 (due Net 30) - \$44,004.00 + applicable sales tax
July 2027 (due Net 30) - \$44,004.00 + applicable sales tax

Activation: Within two weeks of Siemens PTI's acceptance of your purchase order.

Payment:

Total amount to be paid Net 30 Days from the date of the invoice. Payment can be by check, credit card or ACH payment. A payment invoice will be supplied once the order is processed.

For credit card purchases, a 2% surcharge will be applied and a temporary authorization hold of 20% above the payment amount will be placed until charges are complete.

Order: Purchase Order must include the following:

1. A reference that the software is supplied under the Terms & Conditions of the Advanced Protection Assessment License Agreement.
2. Payment Terms: Net 30.

3. Reference to this Quote number

All multi-year commitments are non-cancellable and non-refundable.

Export Reservation Clause:

Purchaser acknowledges that Siemens Industry, Inc is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the provided Software / Services under the Contract, including any export license requirements. Purchaser agrees that such Software / Services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Siemens Industry, Inc. of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD SIEMENS INDUSTRY, INC HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

I hereby certify that the information on this quotation is true and correct.

Turia West

Siemens GSW - PSS® Portfolio

**Amendment To Agreement Between
Siemens Industry, Inc.
Siemens Power Technologies International
And
City Water, Light and Power
Dated June 27, 2023**

WHEREAS, City Water, Light and Power entered into a Limited Use Term Based License Agreement with Siemens Industry, Inc., Siemens Power Technologies International for their PSS®E software program as referenced above,

WHEREAS, City Water, Light and Power is extending the software usage for three (3) additional years, and

WHEREAS, Siemens Industry, Inc agrees to this request, and

NOW THEREFORE, Attachment 1, Company License Details is hereby replaced in whole with the following:

Software Configuration:	Standard Physical Machine License (access up to 32 cores/logical processors). CodeMeter Software License(s). One license equals one user.
Number of Individual Users:	One (1) individual user, movable.
Current Supported Software Versions:	V36.
Unsupported Software Versions:	V35.
Software Usage Location:	Unrestricted Site Usage within the United States.
License Term:	Three (3) additional years, through August 15, 2028. All commitments are non-cancellable and non-refundable.
Payment:	Purchaser will provide a PO covering the entire term of any multi-year commitment. Purchaser will be invoiced on an annual basis one month prior to the renewal date to ensure uninterrupted service. Payments will be due Net 30 Days from date of invoice

The remainder of the Agreement remains unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

Agreed to for Siemens Industry, Inc.
Siemens Power Technologies International
Lykins
Digitally signed by
Lykins Kevin
Date: 2025.08.28
17:30:50 -04'00'

Signature: Kevin
Name: Kevin Lykins
Title: Business Segment Controller
Date: _____

Digitally signed by Matt Burton
DN: cn=Matt Burton, o=Grid
Software, ou=SI GSW S US&MX,
email=matt.burton@siemens.com
Date: 2025.08.28 16:35:36 -05'00'

Signature: Matt Burton
Name: Matt Burton
Title: VP Sales US&MX
Date: _____

Agreed to for City Water, Light and Power

Signature: _____ **GEM**
Name: _____
Title: _____
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: SME	DATE: May 28, 2023
OFFICE REQUESTING: T&D Engineering	CONTACT PERSON: Michelle Carlisle
TYPE OF CONTRACT:	PHONE NUMBER: X2626
CONTRACT INDEX #: NB24-201U	FISCAL IMPACT: \$29,000.00

DESCRIPTION / JUSTIFICATION:

The North American Electric Reliability Corporation (NERC) is a regulatory authority whose mission is to assure the reliability and security of the bulk power system in North America. Under NERC classifications for transmission modeling and planning such as TPL-001-S and MOD-032, CWLP is mandated to develop, maintain and participate in MISO regional system modeling studies to support the continued reliable operation of the grid. These steady state and dynamic transmission system analysis are required to be submitted to MISO for regional utilization in a data format specific to PSSE, the current approved version of which is v35. This makes PSSEv35 a software provider for fulfill our NERC compliance obligations with regards to this modeling service.
PLEASE LIST SUPPORTING DOCUMENTATION (E. CONTRACT AGREEMENT, CHANGE ORDER, BID BOOK, ETC.)
 Quote 006Mz00003rGL3IAM, Interoffice Memo - Brian Bell

CONTRACTOR / VENDOR NAME: SIEMENS POWER T & D, INC.	VENDOR NO: S1004856
CONTRACT TERM:	CHANGE IN SCOPE: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
CONTRACT AMOUNT:\$ \$29,000.00	ADDITIONAL AMOUNT: <input type="checkbox"/>
METHOD OF PURCHASE	
<input type="checkbox"/> LOW BID	<input checked="" type="checkbox"/> SOLE SOURCE
<input type="checkbox"/> ONLY BID	<input type="checkbox"/> PROFESSIONAL SERVICE
<input type="checkbox"/> GRANT FUNDED	<input type="checkbox"/> JOINT PURCHASING
<input type="checkbox"/> OTHER	<input type="checkbox"/> REQUEST FOR PROPOSAL
PREVIOUS ORDINANCE #s	
ISD APPROVAL (IF REQUIRED) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
PURCHASING AGENT APPROVAL REQUIRED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

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

EXPENDITURE					
FUND	AGENCY	ORG	ACTIVITY	OBJECT	AMOUNT
102	200	cbn	7778	1234	29,000.00

DEPARTMENT DIRECTOR: Rick Meadows Dist: 2023.05.30 09:33:12 DATE: 5/30/23
 FUNDS CHECKED BY: DC approved via email S-21-23E 8:39 DATE: 6/2/23
 CITY PURCHASING AGENT: DATE: 6/2/23
 OBM DIRECTOR: DATE: 6/2/23

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

To: Carlisle, Michelle <Michelle.Carlisle@cwlp.com>
 Subject: RE: Review / Approval - CWLP OBM - Siemens Power T&D, Inc. #1366

signed

Scott M. Rogers, PE
 Electric Division Manager
 City Water, Light & Power
 800 E. Monroe St
 Springfield, IL 62701
 (P) 217-789-2116, ext 2636

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

From: Carlisle, Michelle <Michelle.Carlisle@cwlp.com>
 Sent: Tuesday, May 30, 2023 11:05 AM
 To: Rogers, Scott <Scott.Rogers@cwlp.com>
 Subject: Review / Approval - CWLP OBM - Siemens Power T&D, Inc. #1366

For your review.

Carlisle, Michelle

From: Capranica, Dakota
 Sent: Wednesday, May 31, 2023 8:34 AM
 To: Carlisle, Michelle; Kerfoot, Benjamin R.
 Subject: RE: Review / Approval - CWLP OBM - Siemens Power T&D, Inc. #1366
 Attachments: 1366.pdf

Approved

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

From: Carlisle, Michelle <Michelle.Carlisle@cwlp.com>
 Sent: Wednesday, May 31, 2023 8:16 AM
 To: Kerfoot, Benjamin R. <Benjamin.Kerfoot@cwlp.com>; Capranica, Dakota <Dakota.Capranica@cwlp.com>
 Subject: FW: Review / Approval - CWLP OBM - Siemens Power T&D, Inc. #1366

For your review.

From: Brown, Doug <Doug.Brown@cwlp.com>
 Sent: Wednesday, May 31, 2023 8:13 AM
 To: Carlisle, Michelle <Michelle.Carlisle@cwlp.com>
 Subject: RE: Review / Approval - CWLP OBM - Siemens Power T&D, Inc. #1366

approved

Regards, Doug

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

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

From: Carlisle, Michelle <Michelle.Carlisle@cwlp.com>
 Sent: Wednesday, May 31, 2023 8:11 AM
 To: Brown, Doug <Doug.Brown@cwlp.com>
 Subject: FW: Review / Approval - CWLP OBM - Siemens Power T&D, Inc. #1366

For your review.

From: Rogers, Scott <Scott.Rogers@cwlp.com>
 Sent: Wednesday, May 31, 2023 7:54 AM



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

MEMORANDUM

TO: Michelle Carlisle
 FROM: Anthony Quinones – Central Purchasing
 DATE: June 27, 2023
 SUBJECT: Request for Sole Source Determination

I have reviewed the OBM Fact Sheet with Siemens Power T&D, Inc., for the purchase of NERC Compliance obligations and systems analysis submitted to MISO in data format specific to PSSE in an amount not to exceed \$29,000.00 for CWLP – T&D Engineering.

Based on the information provided, I have determined that with Intergraph Corp / Hexagon is the sole source. Pursuant to Article 38.40 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive bids.

COPY

2025-375

Agreement :

Limited Use Term Based License Agreement

This is a legal agreement between City Water, Light and Power and Siemens Industry, Inc., Siemens Power Technologies International (hereinafter referred to as "Siemens PTI") licensing use of the computer software, documentation, and services at the location(s) listed in Attachment 1 (hereinafter referred to as "Programs"), on a Computer System of the type listed in Attachment 2. You assume full responsibility for the selection of the Programs and Computer System(s) to achieve your intended results and for installation, use and results obtained from the Program.

License

- A. In consideration of the payment of a license fee, you are granted a non-transferable and non-exclusive License to use the Programs at the sites identified in Attachment 1 under the terms stated in this Agreement. All rights to and ownership of the Programs remain with Siemens PTI.
B. The Programs may be installed on more than one computer and a reasonable number of copies for emergency and back-up purposes may be made. Program use is limited to the number of licenses purchased.
C. The Programs may be used for the sole purpose of engineering computations relating to electric power generating and delivery systems.

Proprietary Rights and Obligations

- A. Program usage is limited to you and your full-time employees. Except as described above, the Programs may not be distributed, copied, reproduced, sublicensed, transferred or otherwise disclosed to any third parties who are not subject to the terms of this Agreement. You agree that the Programs will not be used in any manner prohibited by the United States Export Administration Act.
B. The structure and content of the Programs are valuable properties and trade secrets and copyrights of Siemens PTI. You and your employees are required to protect the confidentiality of the Programs. The Programs may not be disassembled, decompiled, reverse engineered or otherwise translated for any purpose. All intellectual property rights in the Programs are owned by Siemens PTI and are protected by United States copyright laws.
C. Additions, modifications or derivative works of the Programs are part of the Programs and are subject to all the terms and conditions of this license.
D. You shall not use the Program to create, provide or offer, any derived products to any third party. Temporary sub-licensing and related usage of the Program is prohibited.

Updates

This license does not grant you any right, license or interest in any improvements, modifications, enhancements, or updates to the Programs except as otherwise provided through standard maintenance and support services provided under this Agreement. Any Program updates received shall be subject to the terms of this license.

Warranty

Siemens PTI warrants, as the sole warranty, for the License Term, that the Programs will satisfactorily and effectively perform the functions ascribed to them by Siemens PTI's bulletins, technical descriptions and manuals on a Computer System of the type specified by Siemens PTI. Siemens PTI agrees to make such corrections in the Programs as may be necessary to rectify any failure to comply with this warranty provided such failure to comply is brought to Siemens PTI's attention in writing during the warranty period. For warranty support please contact www.usa.siemens.com/osse-support or 1 (518) 395-5075. This warranty will in no case extend to the operating system software or other aspects of equipment or services supplied by the computer manufacturer or to installation of the Programs on any equipment other than that of the type specified by Siemens PTI.

The warranty stated above is in lieu of all other warranties, express or implied, including without limitation all implied warranties of merchantability or fitness for a particular purpose. Except as stated in the above warranty, Siemens PTI shall not be liable under any theory, including, without limitation, contract, negligence, or misrepresentation, for any defect in, or breach of, any obligation relating to the quality of the Programs.

05/04/23

1

Limitation of Liability

Siemens PTI's total liability relating to this Agreement or arising under it, regardless of theory (including without limitation, contract, negligence, misrepresentation) may not exceed the amount actually paid to Siemens PTI. Under no circumstances shall Siemens PTI be liable for lost computer time, lost profits, or consequential damages, even if such damages are foreseeable or brought to Siemens PTI's attention.

Siemens PTI will indemnify, defend, and hold you harmless from any liability or cost from claims that the Programs infringe any patent, copyright or trade secret. In the event of such an infringement, Siemens PTI as a sole remedy and at its discretion, will either procure your right to continue using the infringing materials, provide replacement materials or remove the Programs and refund the full amount paid.

Remedy for Unauthorized Use

The use by unauthorized persons, or transfer of the Programs, may diminish substantially the value of the Programs to Siemens PTI. If you breach any of your obligations with respect to limited use or confidentiality of the Programs, Siemens PTI shall be entitled to equitable relief to protect its interest, including but not limited to injunctive relief as well as money damages.

Governing Law

This License will be governed by the laws in force in the State of New York, United States of America. This License will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

License Term

The license term shall be as specified in Attachment 1 unless extended by written Amendment to this Limited Use License Agreement. The Proprietary Rights and Obligations, Limitation of Liability and Remedy for Unauthorized Use provisions of this License shall survive indefinitely whether or not the Programs have been used by you.

Termination of Limited Use License Agreement

By Siemens PTI. Notwithstanding Term Clause, Siemens PTI may terminate the Limited Use License Agreement with the Client: (a) immediately, upon the Client's use, copying, or modification of the Programs, or transfer of possession of any copy of the Programs to any third party, other than as expressly defined under this Agreement or otherwise authorized in writing by Siemens PTI; or (b) upon thirty (30) days prior written notice for (i) non-payment by the Client of any payment required to be made by the Client under this Agreement, or (ii) any other breach of the Client's obligations under this Agreement.

By Client. Notwithstanding Term Clause, the Client may terminate the Agreement upon thirty (30) days prior written notice to Siemens PTI of any breach of Siemens PTI's obligations under the terms of the Agreement, unless prior to the expiration of such 30-day period Siemens PTI has cured such a breach or has instituted actions to cure such a breach and is actively pursuing corrective action.

Obligations Upon Termination. In the event of termination by Siemens PTI or Client, the Client will immediately (i) remove all Programs in its entirety from all of the Client's computers, (ii) ensure that no copies or residual information of Siemens PTI (including without limitation the Programs) remains installed on the Client's computers, (iii) return all copies of the Programs and all other Siemens PTI information, to Siemens PTI, and (iv) continue to comply The Proprietary Rights and Obligations, Limitation of Liability and Remedy for Unauthorized Use provisions of the Limited Use License Agreement. Siemens PTI will have the right to have a representative present during Programs removal and the right of inspection to confirm compliance.

Taxes

Any applicable duties or sales, county, use, excise, value-added or similar taxes will be added to the price and invoiced separately (unless an acceptable exemption certificate is furnished).

05/04/23

2

Export Reservation Clause

Purchaser acknowledges that Siemens Industry, Inc is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the provided Programs / Services under the Contract, including any export license requirements. Purchaser agrees that such Programs / Services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance of the Programs by Siemens Industry, Inc. of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD SIEMENS INDUSTRY, INC HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Precedence

The terms of this License Agreement take precedence over terms and conditions of any purchase orders or other documents received by Siemens PTI in regard to these programs. This License Agreement may only be added to or modified in writing signed by both parties.

US Government Restricted Rights

The Programs and Documentation are provided with restricted rights. Use, duplication or disclosure is regulated by the US Government and is subject to restrictions as set forth in subdivision (b) (3) (1) of the Rights in Technical Data and Computer Software Clause at 252.227-7013. Contractor/Manufacturer is Siemens Industry, Inc., Siemens Power Technologies International, P.O. Box 1058, 400 State Street, Schenectady, New York, 12305, USA.

Agreed:

SIEMENS INDUSTRY, INC., SIEMENS POWER TECHNOLOGIES INTERNATIONAL
Signature Lykins Kevin
Name: Kevin Lykins
Title: Business Segment Controller
Date:
Signature [Signature]
Name: David Fox
Title: VP Sales
Date:

CITY WATER, LIGHT AND POWER
Signature [Signature]
Name: Ramona Metzger
Title: Director - Off of Budget & Mgmt
Date: 6/27/2023

Attachment 1

Company License Details

City Water, Light and Power
1008 E. Miller Street
Springfield, IL 62702

Table with 2 columns: Software Configuration, Number of Individual Users, Software Versions, Software Usage Location, License Term. Details include Standard Physical Machine License (access up to 32 cores), One (1) individual user, V35, Unrestricted site usage within the United States, One (1) year.

Programs and Program Options

Table with 2 columns: Program, Program Options. Program: PSS@E. Program Options: Base Module - Includes: Graphical User Interface and Contour Plotting, Power Flow, Contingency Analysis, Voltage Stability (PV/QV) Analysis, Python and IPLAN Scripting, Transmission Reliability Assessment, Model Management - Local Edition.

COPY

05/04/23

2025-375

3

05/04/23

4

Attachment 2
Computer System Specification

Current recommended PC system requirements can be located on our PSS®E User Support area website (<https://siemens-pss.freshdesk.com/en/support/solutions/articles/43000499230-pssc-user-support>).

City of Springfield, Illinois, Office of Public Utilities ("City") Conditions of Acceptance to Quote #006Mz00003rGL3IAM with Siemens Industry, Inc. ("Siemens") for their Limited Use Term Based License Agreement, dated 05/04/23, as follows:

Pricing

This Quotation does not authorize an expenditure of City funds in excess of \$29,000.00 without prior approval of the City Office of Budget and Management Director or the Springfield City Council, as required by law. Siemens agrees and acknowledges that absent such prior approval it proceeds at its own risk with no guarantee of payment if the amount billed to the City exceeds said amount.

Affirmative Action Compliance

Siemens agrees to adhere to the provisions of Chapter 93 of the City of Springfield Code of Ordinances, as amended, and particularly Section 93.13 thereof which shall constitute the Affirmative Action program of this Agreement.

Non-Barred from Bidding

Siemens certifies that it is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating Section 33E-3 or 33E-4 of the Illinois Criminal Code.

Non-Delinquency

Siemens certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

Federal, State and Local Laws

All applicable federal, state, county and municipal laws, ordinances, rules and regulations and codes of all authorities having jurisdiction shall apply to this Agreement and the services hereunder and are deemed to be included herein the same as though herein written in full.

Limited Use Term Based License Agreement, dated 05/04/23:

Governing Law

This License will be governed by the laws in force in the State of New-York Illinois, United States of America. This License will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

Siemens Industry, Inc.

Lykins Kevin Digitally signed by Lykins Kevin
Date: 2023.06.16 12:07:54 -0400
(Type or Print Name of Authorized Representative)

(Signature of Authorized Representative)

(DATE)

Davis Feroz Digitally signed by Davis Feroz
Date: 2023.06.16 14:16:49
(Type or Print Name of Authorized Representative)

(Signature of Authorized Representative)

(DATE)

City of Springfield, Illinois

RAMONA MUTZUS
(Type or Print Name of Authorized Representative)

(Signature of Authorized Representative)

(DATE)

05/04/23

5



Siemens Industry, Inc.
Siemens Power Technologies International
400 State Street
Schenectady, NY 12301-1058 US
Tel: 518-395-5000 • Fax: 518-346-2777
www.siemens.com/power-technologies

QUOTATION -

To: Brian Bell
Supervisor of Electric Planning

City Water Light & Power
1008 E. Miller Street
Springfield, IL 62702

Quote#: 006Mz000003rGL3IAM
Date: May 3, 2023

Item	Description	Amount
1	<p>Fee to subscribe <u>one (1) copy</u> of the PSS®E licensed software for one (1) year</p> <p>Basic Package, includes:</p> <ul style="list-style-type: none"> Basic Module, including Graphical User Interface and Contour Plotting Power Flow Contingency Analysis Voltage Stability (PVIQV) Analysis Python and IPLAN Scripting Transmission Reliability Assessment Model Management - Local Edition <p>Deliverables are:</p> <ul style="list-style-type: none"> ✓ Version 35.x Cm Software License, Machine Download, Unrestricted Site Usage, Maintenance & Support is included during the term. 	\$29,000.00

All prices quoted are in United States Dollars. This quote is valid for 30 days. Sales tax will be added to invoice and due with payment unless a valid Tax Exemption Certificate or Direct Pay Permit is provided.

Activation: Within two weeks of Siemens PTI's acceptance of your purchase order and signed PSS®E Term License Agreement.

Payment: Net30

Order: Purchase Order must include reference that the software is supplied under the Terms & Conditions of the associated License Agreement.

Export Reservation Clause:

Purchaser acknowledges that Siemens Industry, Inc is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the provided Software / Services under the Contract, including any export license requirements. Purchaser agrees that such Software / Services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Siemens Industry, Inc. of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD SIEMENS INDUSTRY, INC HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

I hereby certify that the information on this quotation is true and correct.

Tania West
Siemens PTI - PSS® Portfolio

COPY

Unrestricted 2025-375

- CONTRACTS BETWEEN \$5,000 AND \$15,000
- CONTRACTS \$50,000 AND UNDER
- PROFESSIONAL SERVICE CONTRACTS \$25,000 AND UNDER
- CONTRACT MODIFICATION WITHIN 10%
- FUNDING APPROVAL FOR MULTI YEAR CONTRACT

CWLP #1731



ORIGINATOR: B&B (M) [Signature]	DATE: September 07, 2024
OFFICE REQUESTING: T&D Engineering	CONTACT PERSON: Michelle Carlisle
TYPE OF CONTRACT: 238LU	PHONE NUMBER: X2826
CONTRACT INDEX #: NB25-23811	FISCAL IMPACT: \$39,875.00

DESCRIPTION / JUSTIFICATION:

NERC is a regulatory authority for reliability and security of the bulk power system in North America. Under NERC classifications for transmission modelling and planning such as TPL-001-S and MOD-032, CWLP is mandated to develop, maintain and participate in MISO regional system modelling studies to support the continued reliable operation of the grid. These steady state and dynamic transmission system analysis are required to be submitted to MISO for regional utilization in a data format specific to PSSE. This makes PSSE a sole source & mandatory provider for fulfill our NERC compliance obligations with regards to this modelling service.

PLEASE LIST SUPPORTING DOCUMENTATION (i.e. CONTRACT AGREEMENT, CHANGE ORDER, BID BOOK, ETC.)

Quote "006M20000GGYnIAH - Siemens - CWPL - PSSE 1year term basic pkg", Interoffice Memo - Brian Bell

CONTRACTOR / VENDOR NAME: SIEMENS POWER T & D, INC.		VENDOR NO. VC-3786
CONTRACT TERM:		CHANGE IN SCOPE: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
CONTRACT AMOUNT:\$ \$39,875.00	CHANGE ORDER #:	ADDITIONAL AMOUNT: <input type="checkbox"/>
METHOD OF PURCHASE		
<input type="checkbox"/> LOW BID	<input checked="" type="checkbox"/> SOLE SOURCE	PREVIOUS ORDINANCE #'s NB24-201u
<input type="checkbox"/> ONLY BID	<input 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
102	200	cba	7778	1234	\$39,875.00

DEPARTMENT DIRECTOR: [Signature] DATE: [Date]
 Rick Meadows
 FUNDS CHECKED BY: [Signature] DATE: [Date]
 CITY PURCHASING AGENT: [Signature] DATE: 9-11-2024
 OBM DIRECTOR: [Signature] DATE: 9-12-24

COMMODITY CODE:

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

Carlisle, Michelle

From: Cavanaugh, Rachel H.
 Sent: Tuesday, September 10, 2024 10:24 AM
 To: Carlisle, Michelle; Kerfoot, Benjamin R.; Capranica, Dakota
 Subject: RE: Review / Approval - CWLP OBM - Siemens #1731
 Attachments: 1731 - Siemens.pdf

Approved

Rachel Cavanaugh
 Ext. 2656

From: Carlisle, Michelle <Michelle.Carlisle@cwlp.com>
 Sent: Tuesday, September 10, 2024 10:17 AM
 To: Kerfoot, Benjamin R. <Benjamin.Kerfoot@cwlp.com>; Capranica, Dakota <Dakota.Capranica@cwlp.com>; Cavanaugh, Rachel H. <Rachel.Cavanaugh@cwlp.com>
 Subject: FW: Review / Approval - CWLP OBM - Siemens #1731

For your review.

From: Brown, Doug <Doug.Brown@cwlp.com>
 Sent: Tuesday, September 10, 2024 10:13 AM
 To: Carlisle, Michelle <Michelle.Carlisle@cwlp.com>
 Subject: RE: Review / Approval - CWLP OBM - Siemens #1731

approved

Regards, Doug

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

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From: Carlisle, Michelle <Michelle.Carlisle@cwlp.com>
 Sent: Tuesday, September 10, 2024 8:20 AM
 To: Brown, Doug <Doug.Brown@cwlp.com>
 Subject: FW: Review / Approval - CWLP OBM - Siemens #1731

For your review

From: Rogers, Scott <Scott.Rogers@cwlp.com>
 Sent: Tuesday, September 10, 2024 8:19 AM
 To: Carlisle, Michelle <Michelle.Carlisle@cwlp.com>
 Subject: RE: Review / Approval - CWLP OBM - Siemens #1731

signed

Scott M. Rogers, PE
 Electric Division Manager
 City Water, Light & Power
 800 E. Monroe St.
 Springfield, IL 62701
 (P) 217-789-2116, ext 2636

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

From: Carlisle, Michelle <Michelle.Carlisle@cwlp.com>
 Sent: Tuesday, September 10, 2024 8:13 AM
 To: Rogers, Scott <Scott.Rogers@cwlp.com>
 Subject: Review / Approval - CWLP OBM - Siemens #1731

For your review.



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

MEMORANDUM

TO: Michelle Carlisle
 FROM: Mike Lesko, Purchasing Agent [Signature]
 DATE: September 11, 2024
 SUBJECT: Sole Source Determination

I have reviewed the OBM Fact Sheet with Siemens Power T&D, Inc. for a NERC & MISO dynamic power system compliance modeling in an of \$39,875.00 for the Office of Public Utilities, Electric Division.

Based on the information provided, I have determined that Siemens Power T&D, Inc. is the sole source and mandatory provider per our regulatory agency 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.

COPY

2025-375

INTEROFFICE MEMORANDUM
Transmission and Distribution Office



TO: Rick Meadows
FROM: Brian Bell
DATE: 09/07/2024
SUBJECT: Siemens PSSEv36 – Transmission System Modelling

I am submitting for your approval the annual renewal for the PowerWorld Software utilized for CWLP's transmission system modelling.

The North American Electric Reliability Corporation (NERC) is a regulatory authority whose mission is to assure the reliability and security of the bulk power system in North America. Under NERC classifications for transmission modelling and planning such as TPL-001-5 and MOD-032, CWLP is mandated to develop, maintain and participate in MISO regional system modelling studies to support the continued reliable operation of the grid.

These steady state and dynamic transmission system analysis are required to be submitted to MISO for regional utilization in a data format specific to PSSE, the current approved version of which is v36. This makes PSSEv36 a sole source provider for fulfill our NERC compliance obligations with regards to this modelling service.

Please let me know if you have any questions.

Thank you.

SIEMENS

Siemens Industry, Inc.
Siemens Power Technologies International
400 State Street
Schenelectady, NY 12301-1058 US
Tel: 518-395-5000
www.siemens.com

QUOTATION

To: Brian Bell, P.E.
Supervisor of Electric Planning
City Water, Light & Power | 1008 E. Miller St. |
Springfield, IL 62702

Quote#: 006Mz0000GGYniIAH
Date: August 30, 2024

Item	Description	Amount
1	<p>PSS®E Term Renewal - Basic Package, V36 and V35 for one (1) user through August 15, 2025.</p> <p>Basic Package, includes:</p> <ul style="list-style-type: none"> • Base Module. Graphical User Interface and Contour Plotting Power Flow Contingency Analysis Voltage Stability (PV/QV) Analysis Python and IPLAN Scripting Transmission Reliability Assessment <p>Standard PSS®E Physical Machine License (deployment up to 32 cores/logical processors). Unrestricted Site Usage with the United States. Maintenance & Support is included during the Term.</p> <p>Deliverable: individual PC software license for one (1) user, movable.</p>	\$39,875.00
Sub-Total, not including taxes and Fees		\$39,875.00

All prices quoted are in United States Dollars. This quote is valid through September 15, 2024. Sales tax will be added to invoice and due with payment unless a valid Tax Exemption Certificate or Direct Pay Permit is provided.

Activation: Within two weeks of Siemens PTI's acceptance of your purchase order and signed PSS®E Term Amendment.

Payment: Net 30 Days from date of invoice. Payment may be made by check or ACH payment. Payment invoice will be supplied once order is processed.

Order: Purchase Order must include reference that the software is supplied under the Terms & Conditions of the associated License Agreement.

Export Reservation Clause:
Purchaser acknowledges that Siemens Industry, Inc. is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the provided Software / Services under the Contract, including any export license requirements. Purchaser agrees that such Software / Services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Siemens Industry, Inc. of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD SIEMENS INDUSTRY, INC. HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be re-exported, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

I hereby certify that the information on this quotation is true and correct.

Brandon Malone
Siemens GSW - PSS® Portfolio

Unrestricted

COPY

1025-375

2025-070

AN ORDINANCE ACCEPTING U.S. DEPARTMENT OF ENERGY'S
FEDERAL FORMULA GRANT FUNDING: SECTION 40101(D) -
PREVENTING OUTAGES AND ENHANCING THE RESILIENCE OF THE
ELECTRIC GRID OPPORTUNITY CSFA #: 560-00-3393 FROM THE
ILLINOIS FINANCE AUTHORITY IN THE AMOUNT OF \$1,127,470.00
FOR THE OFFICE OF PUBLIC UTILITIES

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

WHEREAS, this Ordinance accepts the U.S. Department of Energy's Federal Formula Grant Funding: Section 40101(d) - Preventing Outages and Enhancing the Resilience of the Electric Grid Opportunity CSFA #: 560-00-3393 from the Illinois Finance Authority in an amount not to exceed \$1,127,470.00, and

WHEREAS, this grant provides funding for the Transmission and Distribution Department to modernize critical substation and distribution assets to improve service reliability and speed outage restoration across the city, and

WHEREAS, it is in the best interest of the City of Springfield Office of Public Utilities to accept said grant from the Illinois Finance Authority, a copy of which shall be on file with the City Clerk.

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

Section 1. The Council of the City of Springfield, Illinois, hereby accepts U.S. Department of Energy's Federal Formula Grant Funding: Section 40101(D) - Preventing Outages and Enhancing the Resilience of the Electric Grid Opportunity CSFA #: 560-00-3393 from the Illinois Finance Authority in an amount not to exceed One Million One Hundred Twenty-Seven Thousand Four Hundred Seventy Dollars and No Cents (\$1,127,470.00).

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

Section 3. The City of Springfield Office of Budget and Management is hereby directed to make the necessary deposit of funds in the total maximum amount of One Million One Hundred Twenty-Seven Thousand Four Hundred Seventy Dollars and No Cents (\$1,127,470.00) into revenue line 102-100-8236-CW77.

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

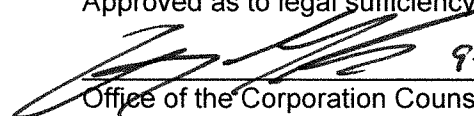
PASSED: _____, 2025 SIGNED: _____, 2025

RECORDED: _____, 2025 _____

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 9-10-25
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

2025-376

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: Illinois Finance Authority

CONTRACT AMOUNT: -\$1,127,470.00

TYPE OF AWARD: Grant Acceptance

PRIOR ORDINANCE INFORMATION:

n/a

INFORMATION:

This Ordinance authorizes the City of Springfield, Office of Public Utilities, Electric Division Transmission and Distribution Department, to accept and execute Federal Formula Grant Funding under Section 40101(d) – Preventing Outages and Enhancing the Resilience of the Electric Grid (Funding Opportunity 560-00-3393) from the Illinois Finance Authority, in an amount not to exceed \$1,127,470.00. The funding supports CWLP’s effort to modernize critical substation and distribution assets, improve service reliability, and shorten outage restoration times across the entire Springfield service area.

The project upgrades existing facilities and rights-of-way using SCADA-integrated equipment: including four (4) 138kV SF6 circuit breakers replacing aging oil circuit breakers at existing substations; five (5) three-phase reclosers on overhead feeders; five (5) compact modular reclosers to sectionalize laterals and reduce transient-fault outages; and fourteen (14) vault-mounted switches in the underground distribution network. All devices will integrate with CWLP’s SCADA platform to enable real-time monitoring and automated fault location, isolation, and service restoration. Work will be performed by CWLP crews within existing substations, poles, vaults, and utility rights-of-way; no new buildings, roads, or land acquisitions are required.

The federal funds will be programmed as follows: FY27 - \$335,802.00; FY 28 - \$395,834.00; FY29 - \$395,834.00. The required local match (in-kind and cash) totals \$551,519.00, anticipated as FY26 - \$34,671.00; FY27 - \$334,275.00; FY28 - \$182,573.00. These amounts will be appropriately budgeted for in the respective fiscal years.



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

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

PART ONE – The Uniform Terms

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

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

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

2025-376

PART ONE – THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II
AWARD INFORMATION

2.1. Term. This Agreement is effective on 10/10/2025 and expires on 02/28/2031 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds are estimated to be \$1,127,470.00, of which \$1,127,470.00 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in PART TWO or PART THREE): Payments will be made by advances or cost reimbursement requests by electronic funds transfer to the bank account identified in this Grant Agreement as specified in PART THREE of the Grant Agreement. All invoices and supporting documentation must be uploaded via the Grantee AmpliFund portal using the Payment Request function. All invoices shall be signed by an authorized representative of the Grantee. The Payment Request shall include a formal invoice form, which must include, at a minimum, the unique invoice number; the invoice date; the date range of work completed (i.e., 1/1/2025 - 1/31/2026); a short description of work completed; and an indication of total amount of Eligible Project Costs incurred. Supporting documentation for all Eligible Project Costs incurred (which may include payroll and expenditure reports) must be submitted with each Payment Request.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is DE-GD0000014. The federal awarding agency is the U.S. Department of Energy, and the Federal Award date is 09/19/2023 12:00 AM. If applicable, the Assistance Listing Program Title is Grid Infrastructure Deployment and Resilience and Assistance Listing Number is 81.254. The Catalog of State Financial Assistance (CSFA) Number is 560-00-3393 and the CSFA Name is Federal Formula Grant Funding: Section 40101(d) – Preventing Outages and Enhancing the Resilience of the Electric Grid. If applicable, the State Award Identification Number (SAIN) is 2025-003393-003.

ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV PAYMENT REQUIREMENTS

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

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

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

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

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

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

4.7. Interest.

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

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

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

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

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

ARTICLE V
SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

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

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

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

ARTICLE VI BUDGET

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

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

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

ARTICLE VII ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

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

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

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

1. Appendix VII to 2 C.F.R. Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,
2. Appendix III to 2 C.F.R. Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
3. Appendix IV to 2 C.F.R. Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
4. Appendix V to 2 C.F.R. Part 200 governs state/Local Government-wide Central Service Cost Allocation Plans.

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

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

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

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

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

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

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and

subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

1. The documentation standards for salary charges to Grants are prescribed by 2 C.F.R. 200.430, and in the cost principles applicable to the Grantee's organization.
2. If records do not meet the standards in 2 C.F.R. 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 C.F.R. 200.430(g)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.
3. Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.
4. If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

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

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

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

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

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

ARTICLE VIII LOBBYING

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

applicable.

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

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

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

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

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

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

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

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of

any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

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

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

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

10.2. Financial Close-out Report.

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

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

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

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in PART TWO or PART THREE. 44 Ill.

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

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

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

ARTICLE XII AUDIT REQUIREMENTS

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

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

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

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

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

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

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

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 C.F.R. 200.501 and other applicable sections of Subpart F of 2 C.F.R. Part 200. The audit report packet must be completed as described in 2 C.F.R. 200.512 (single audit) or 2 C.F.R. 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 C.F.R. 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

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

1. If, during its fiscal year, Grantee expends at least \$750,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.
2. If, during its fiscal year, Grantee expends less than \$750,000 in State-issued Awards, but expends at least \$500,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).
3. If Grantee is a Local Education Agency (as defined in 34 C.F.R. 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.
4. If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.
5. Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

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

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

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than

\$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

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

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

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

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

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

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 C.F.R. 200.340(a)(3).

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

1. Pursuant to a funding failure under Paragraph 4.1;

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

3. If the Award no longer effectuates the Program goals or agency priorities and if this termination is permitted in the terms and conditions of the Award, which must be detailed in Exhibit A, PART TWO or PART THREE.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If

suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 C.F.R. 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 C.F.R. 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

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

13.5. Effects of Suspension and Termination.

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

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

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

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

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

**ARTICLE XIV
SUBCONTRACTS/SUBAWARDS**

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

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

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

ARTICLE XV NOTICE OF CHANGE

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

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

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

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

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

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

**ARTICLE XVII
CONFLICT OF INTEREST**

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

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

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

**ARTICLE XVIII
EQUIPMENT OR PROPERTY**

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

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

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

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of

any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

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

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

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

ARTICLE XX INSURANCE

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

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

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided,

however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

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

**ARTICLE XXII
MISCELLANEOUS**

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

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

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

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

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

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

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does

not waive sovereign immunity by entering into this Agreement.

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

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

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

22.11. Precedence.

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

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

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

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

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

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

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

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EXHIBIT A

PROJECT DESCRIPTION

This Agreement is for an Award for a Project specified below in this Exhibit A, selected by the Grantor (the Illinois Finance Authority (“IFA”), in its capacity as the Illinois Climate Bank (“ICB”), through a competitive process under a Notice of Funding Opportunity specified in **PART THREE** of the Agreement (“NOFO”) based on the Grantee application and documents submitted in response to the NOFO, including its Project Narrative, included in Attachment I to this Exhibit A (“**Project Narrative**”). The NOFO was issued under Illinois’ award for the 40101(d) Federal Formula Grant Program: Preventing Outages and Enhancing the Resilience of the Electric Grid (“**IL 40101(d) Program**” or “**Program**”) in line with requirements of the ALDR (as defined in **PART THREE** of this Agreement).

A. IL 40101 (d) PROGRAM GOALS AND STATE PRIORITIES

1. OVERALL IL 40101(D) PROGRAM OBJECTIVES

(a) In September 2023, Illinois was announced as one of the recipients of an award in the first award cycle of the Grid Resilience State and Tribal Formula Grants Program under the Bipartisan Infrastructure Law (“**BIL**”). The U.S. Department of Energy (“**US DOE**” or “**DOE**”) awarded \$24,549,822 to the State of Illinois for the first three years (FY2022, 2023, and 2024) of the five-year program (the “**IL 40101(d) Award**”). The IL 40101(d) Program is designed to strengthen and modernize Illinois’ power grid and to provide a reliable power infrastructure to all communities to have access to affordable, reliable, and clean electricity, focusing on the following:

- Reliability and resiliency improvements in Equity Investment Eligible Communities (“**EIECs**”) that align with potential climate change impacts.
- Grid investments that support environmental objectives such as reducing emissions and leveraging nature-based solutions.
- Cost-saving measures that prioritize low- and moderate-income residents to lower their energy burden.
- Supporting equity through building awareness in frontline communities, increasing access and opportunities for residents and businesses in EIECs, and supporting communities and small utilities in planning and investing in resiliency.
- Ensuring safe operations and supporting the preparation of the workforce for emerging technology opportunities.

2. FIVE CORE ILLINOIS OBJECTIVES

(a) Projects under this Program must support the following five core state objectives: **Resilience, Environment, Equity, Affordability, Safety and Workforce**:

1. RESILIENCE Objective: Improve reliability and resiliency in EIECs, and improve community resilience for those least able to respond to disruptions.

- **Intended Outcomes:** Reduced frequency, duration, and impact of outages for Illinois’ most vulnerable residents, businesses, and critical services:
 1. Reduced frequency and duration of outages in EIECs.
 2. Improved community resilience for those least able to respond to disruptions.
 3. Aligned resilience planning with future climate risks.

2. ENVIRONMENT Objective: Ensure grid resilience investments support and do not detract from the Climate and Equitable Job Act’s (“**CEJA**”) environmental objectives and allow for the improved integration of distributed energy resources on the grid to provide additional resiliency benefits.

- **Intended Outcomes:** Reduced greenhouse gas emissions, pollutants impacting public health, fuel costs,

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and energy burden in Illinois (particularly in disadvantaged communities):

1. Enhanced environmental quality and public health by reduced emissions of GhG, NOx, SOx, and PM.
2. Increased rate of installation and integration of renewable energy resources.
3. Leveraged nature-based solutions and native tree planting.

3. EQUITY Objective: Bring the benefits of grid modernization and clean energy, including deployment of distributed energy resources, to all retail customers; support efforts to bring at least 40% of those benefits to EIECs.

- **Intended Outcomes:**

1. Increased access and opportunities for residents and businesses in EIECs.
2. Increased diverse contractor/subcontractor participation in professional services, subcontracting, and prime contracting opportunities.
3. Aligned demographics of contractors/subcontractors to the demographics of the state.
4. Increased awareness and trust in the energy system in frontline communities.
5. Increase support to communities and small utilities that lack the capacity to plan for and invest in resiliency.

4. AFFORDABILITY Objective: Improve affordability of electric delivery services for all customers, including low-income customers, and prioritize cost-savings measures for low- and moderate-income residents to help lower their energy burden.

- **Intended Outcomes:**

1. Reduced energy bills and energy burden for EIECs:
2. Reduced energy burden for low- and moderate-income residents.
3. Ensure low- and moderate-income and disadvantaged communities are not left behind in the clean energy transition.
4. Increase support to communities in making long-term affordable energy decisions.
5. Reduced costs for public entities that pass-through costs to taxpayers & users.

5. SAFETY AND WORKFORCE Objective: Have a well-trained workforce to ensure safe operation of the energy system; maintain and grow a diverse workforce, diverse supplier procurement base, and diverse approved-vendor pools, including increased opportunities for minority-owned, female-owned, veteran-owned, and disability-owned business enterprises; consider health & safety challenges in existing buildings that impact the ability of residents of EIECs to both withstand the shocks and stresses of climate-related extreme weather events and to make the necessary investments to overcome them.

- **Intended Outcomes:**

1. Ensure the safe operation of the energy system.
2. Prepare the workforce for emerging technology opportunities.
3. Address health & safety challenges in existing buildings that impact resilience.

3. ELIGIBLE ENTITIES

(a) "Eligible Entities" for subawards under this funding, pursuant to BIL Sec. 40101(d), include:

- An electric grid operator,
- An electricity storage operator,
- An electricity generator,
- A transmission owner or operator,
- A distribution provider,
- A fuel supplier, and

- Other relevant entity, as may be determined by the Secretary of Energy. The State of Illinois has requested in its application and is working with the Secretary of Energy to approve the following additional eligible recipients:
 - Non-profit organizations,
 - Units of local government,
 - Critical facilities.
 - Illinois Municipal Utilities Association (IMUA) and
 - Association of Illinois Electric Cooperatives (AIEC) as eligible recipients.

4. OVERALL COST MATCH REQUIREMENTS

(a) If the applicant sells more than 4,000,000 megawatt-hours (“MWh”) per year (a “Large Utility”), the applicant will have to commit to match 115% of all federal funds received for the project. If the applicant sells not more than 4,000,000 MWh (a “Small Utility”), the applicant will commit to match one-third + 15% of all federal funds received for the project. Grant funds distributed to eligible entities that do not have sales of electricity would qualify toward the overall required cost match of 115% of all federal funds received for the project.

5. ELIGIBLE ACTIVITIES

(a) Subawards to eligible entities under this award can be used for activities, technologies, equipment, and hardening measures to reduce the likelihood and consequences of disruptive events, including:

1. weatherization technologies and equipment;
2. fire-resistant technologies and fire prevention systems;
3. monitoring and control technologies;
4. the undergrounding of electrical equipment;
5. utility pole management;
6. the relocation of power lines or the reconductoring of power lines with low-sag, advanced conductors;
7. vegetation and fuel-load management;
8. the use or construction of distributed energy resources for enhancing system adaptive capacity during disruptive events, including:
 - a. microgrids; and
 - b. battery-storage subcomponents;
9. adaptive protection technologies;
10. advanced modeling technologies;
11. hardening of power lines, facilities, substations, of other systems; and
12. the replacement of old overhead conductors and underground cables; and
13. other measures as determined or approved by US DOE.

6. NON-ELIGIBLE ACTIVITIES

(a) A subaward to an eligible entity under this grant Program **may not** be used for:

1. construction of a
 - a. new electric generating facility; or
 - b. large-scale battery-storage facility that is not used for enhancing system adaptive capacity during disruptive events; or
2. cybersecurity.

7. UNIQUE ENTITY IDENTIFIER (UEI), SAM.GOV & GATA REGISTRATION

(a) Grantee must register and pre-qualify through the Grant Accountability and Transparency Act (GATA) Grantee Portal, <https://grants.illinois.gov/portal/>. Registration and pre-qualification are required annually. Grantee must also register with the federal SAM.gov portal and must have a Unique Entity Identifier (UEI) assigned in SAM.gov.

(b) Entities included in the SAM.gov Exclusion List and on the Illinois Stop Payment List are not eligible for an Award. The Grantee Portal alerts the entity of "qualified" status or informs how to remediate a negative verification (e.g., missing UEI Unique Entity Identifier assigned in SAM.gov, not in good standing with the Secretary of State). Inclusion on the SAM.gov Exclusion List cannot be remediated.

8. PRE-AWARD COSTS

(a) Pre-award costs are not permitted under this Program.

B. SCOPE OF AWARD ACTIVITIES/PURPOSE OF THE AWARD (PROJECT)

1. PROJECT DESCRIPTION AND SCOPE

(a) Project Number: GD014-003

(b) Project Period of Performance: 10/15/2025-3/31/2029

(c) Post-Closeout Reporting Period: 2029 and 2030 annual reports (1/1/2029-12/31/2030)

(d) Eligible Entity Performing Work: City of Springfield/City Water Light and Power (CWLP)

(e) Project Title: Springfield Utility Resilience and Grid Enhancement (SURGE) Project

(f) Approved Award Value: \$1,127,470

(g) Approved Award Cost Match Value: \$551,519

(h) Approved Cost Match Percentage: 49%

(i) Approved Total Project Cost: \$1,678,989

(j) Project Description: Grantee will undertake activities described in its Project Narrative, as modified in Project Management Plan approved by Grantor ("**Approved Project Management Plan**"), that includes the following:

Layered resilience strategy to enhance grid reliability and resilience across both transmission and distribution systems: deploying advanced technologies, including five three-phase reclosers for feeder and lateral circuit protection, fourteen vault-mounted switches in existing underground vaults to automate fault isolation, five compact modular reclosers (CMRs) on existing utility poles to provide sectionalizing capabilities for both single-phase and three-phase circuits, reducing outages from transient faults. Additionally, seven high voltage SF6 circuit breakers will replace aging Oil Circuit Breakers at four critical transmission-distribution substations. These upgrades will improve fault detection, isolation, and restoration times, reducing outage frequency and duration while strengthening the grid against disruptive events such as severe weather or equipment failures. All new technologies will be integrated into CWLP's SCADA system, which supports both Grid Management System (GMS) and Distribution Management System (DMS) operations, enabling real-time monitoring and enhanced grid management. The project

also includes equipping CWLP staff with the necessary knowledge and skills to operate and maintain the new technologies.

(k) Expected Project Benefits: Grantee will undertake to deliver project benefits described in its Project Narrative, as modified in its Approved Project Management Plan, that includes the following:

The Project will improve fault detection, isolation, and restoration times, reducing outage frequency and duration while strengthening the grid against disruptive events such as severe weather or equipment failures. By prioritizing disadvantaged and underserved communities, the project ensures equitable improvements in service reliability. Additional benefits include lower operational costs and environmental improvements through reduced truck rolls and maintenance needs.

2. PROJECT SCOPE MODIFICATIONS

(a) Any significant deviations from the approved project scope, as defined in the Project Narrative and the Approved Project Management Plan, that impact project objectives, milestones, deliverables, performance metrics goals or other anticipated benefits of the Project, require an explicit prior written approval by Grantor and may require prior explicit written DOE approval. Should the Grantee elect to undertake activities prior to receiving Grantor and DOE approvals for Project modifications, the Grantee is doing so at its own risk that incurred costs may not be authorized and recognized as allowable cost.

3. BUDGET MODIFICATIONS

(b) Any deviations from the approved budget and budget breakdowns, as defined in the Approved Project Management Plan, require explicit prior written approval by Grantor. Changes to the overall approved budget of 20% or more require prior explicit written DOE approval. Should the Grantee elect to undertake activities prior to receiving Grantor and DOE approvals, the Grantee is doing so at its own risk that incurred costs may not be authorized and recognized as allowable cost.

4. PERFORMANCE REPORTING

(a) Grantee will submit the following reports:

1. **Quarterly**, Grantee will upload through the Grantee Portal a Project Management Plan/Quarterly Progress Report on the template provided by Grantor. The Quarterly Progress Report must be submitted by the 15th of the month following the end of the reporting period for each calendar quarter included in the Project Period of Performance. The reporting periods are as follows:
 - Q1: January 1 - March 31 (report due April 15);
 - Q2: April 1 - June 30 (report due July 15);
 - Q3: July 1 - September 30 (report due October 15);
 - Q4: October 1 - December 31 (report due January 15).
2. **Annually**, Grantee will upload through the Grantee Portal an Annual Program Metrics and Impact Report on the template provided by Grantor (the "**Annual Report**"). The Annual Report must be submitted by December 15th of each year for each calendar year included in the Project Period of Performance.
3. **Final/Close-out Report**. Upon project closeout, as indicated in Exhibit B, Grantee will submit its final Quarterly Progress Report and final Annual Reports by uploading them through the Grantee Portal.
4. **Post-Closeout Annual Reports**. Upon project closeout, Grantee will submit Annual Program Metrics and Impact Reports for the two calendar years following Project Closeout, as indicated in Exhibit B, by uploading them through the Grantee Portal. This obligation shall survive the Term of the Agreement.

5. FINANCIAL REPORTING

(a) Within fifteen (15) days of the end of the reporting quarter, Grantee will submit financial reports by uploading through the Grantee Portal the Project Management Plan/Quarterly Progress Reports, accompanied by:

1. All receipts for all expenditures and disbursements of the funds reported in the Project Management Plan/Quarterly Progress Reports for the reporting period; and
2. Any invoices and payment requests for the advance payment for the next quarter or for cost reimbursement for the previous quarter not covered by the previous advance payments.

(b) Each invoice and financial report submitted by Grantee must contain the certification specified in Paragraph 4.9 of Article IV of this Agreement.

C. GRANTEE CERTIFICATIONS

(a) By signing this Grant Agreement, Grantee certifies that:

1. Grantee is an eligible entity type identified in BIL section 40101(a)(2) and NOFO;
2. the Project is an eligible activity identified in BIL Section 40101(e)(1) and NOFO;
 - a. Project activities are consistent with the NOFO and the process undertaken to receive the Award complies with the NOFO;
 - b. no planned, actual or apparent conflict of interest exists between Grantor and Grantee;
 - c. the primary purpose of the Project is not cyber security and the implementation of the Project will adhere to any applicable cybersecurity requirements, and where possible, best practices in deploying technologies under their Award;
3. Grantee is a domestic entity. To qualify as a domestic entity, the entity must be organized, chartered or incorporated (or otherwise formed) under the laws of a particular state or territory of the United States; have majority domestic ownership and control; and have a physical place of business in the United States;
4. Grantee is not suspended, debarred, or otherwise excluded from receiving Federal funds as specified in 2 CFR 200.332 and 2 CFR 180.300 and is not suspended, debarred, or otherwise excluded from receiving Federal funds in SAM.gov and in SAM.gov Exclusions;
5. Grantee will pay all of the laborers and mechanics performing construction, alteration, or repair work in excess of \$2,000 on projects funded directly by or assisted in whole or in part by and through funding under the Award, wages at rates not less than those prevailing on projects of a character similar in the locality as determined by subchapter IV of Chapter 1 of Title 40, United State Code commonly referred to as the "Davis-Bacon Act" (DBA);
6. Grantee will comply with Buy American Requirements specified in IL 40101d Terms included in Exhibit I in **PART THREE** of this Agreement; and
7. Grantee will satisfy all applicable IL 40101d Award Agreement requirements as specified in **PART THREE** of this Agreement.

**ATTACHMENT I
PROJECT NARRATIVE**

The timeline and milestones in the Project Narrative are updated as specified in the Approved Project Management Plan.

City Water, Light, and Power (CWLP) in Springfield, Illinois, aims to enhance grid resilience by deploying advanced grid resilience and reliability devices, including three-phase reclosers, vault-mounted switches, compact modular reclosers (CMRs), and substation circuit breakers on the transmission and distribution system. The primary objectives are to minimize outage durations, improve fault detection and isolation, and enhance the overall reliability and robustness of the electrical grid. Activities include upgrading existing infrastructure at 3 existing substations by replacing 4 aging Oil Circuit Breakers (OCBs) with high performance SF6 circuit breakers, installing 5 three-phase reclosers to automate feeder and lateral circuit protection, adding 5 compact modular reclosers to provide sectionalizing capabilities for both single-phase and three-phase circuits, and deploying 14 vault-mounted switches in underground vaults to enhance fault isolation., and integrating All the new technologies will be integrated into CWLP's SCADA system, which supports both Grid Management System (GMS) and Distribution Management System (DMS) operations. The anticipated outcomes are reduced frequency and duration of outages, improved service reliability, and increased resilience against disruptive events, particularly benefiting the disadvantaged and underserved communities within the service area. This project is not submitted under the IIA Section 40101(c), FOA 2740 (GRIP). The focus of the 40101(d) application is on immediate resilience improvements through advanced grid resilience and reliability technologies, while the 40101(c) application, if pursued in the future, would potentially focus on broader grid modernization efforts and integration of renewable energy sources.

The project will be implemented within the service area of CWLP, encompassing Springfield, Illinois, including several Equity Investment Eligible Communities (EIEC) and Disadvantaged Communities (DAC). The project's alignment with the NOFO prioritization criteria ensures that the benefits are targeted towards these underserved communities, thereby addressing critical resilience needs and improving the reliability of the electric grid in areas most

vulnerable to disruptions. At a minimum, over two-thirds of the overall project budget will be allocated to adding advanced grid resilience and reliability devices to either EIEC or DAC, or both. The project will provide significant benefits to the community by enhancing grid reliability and reducing the frequency and duration of power outages. Approximately 70,000 electric customers, including those in EIEC and DAC, will benefit from these improvements. By implementing advanced grid resilience and reliability devices, the project aims to reduce outage durations by up to 15% and improve response times to faults. The initiative will particularly benefit historically underserved populations, racial minorities, and women by ensuring a stable and reliable power supply, which is crucial for economic growth and quality of life.

Additionally, the project includes a component for training existing staff on installation procedures, ensuring that the workforce is prepared to support the upgraded grid infrastructure.

The substation circuit breakers, including high-performance and modern SF6 circuit breakers, are designed for high-performance electrical protection in transmission systems. These breakers provide several key benefits for grid resilience enhancements, including improved fault isolation and restoration, enhanced reliability, increased operational flexibility, reduced maintenance and downtime, and improved safety. These features are critical for maintaining continuous power supply, protecting utility workers, customers, and the general public, and minimizing the environmental impact of outages.

The CMRs will be installed to provide sectionalizing capabilities for both single-phase and three-phase locations reducing outages caused by transient faults and improving reliability on lateral circuits. Vault-mounted switches will enable automated fault isolation and sectionalizing in underground systems, while three-phase reclosers will automate protection for feeder and lateral circuits. These devices will integrate with CWLP's SCADA system to ensure real-time monitoring and control.

The anticipated outcomes of this project include enhanced grid reliability, particularly critical for businesses and essential services, ensuring continuous operations and reducing economic losses associated with power interruptions. Targeting EIEC and DAC areas means that historically underserved populations will benefit from a more reliable power supply, improving quality of life, supporting local economic development, and ensuring reliable access to electricity. Reduced outages lead to fewer disruptions in commercial activities, translating to economic savings for businesses and the local economy. Enhancing grid resilience reduces the need for emergency power generation, which often relies on less environmentally friendly sources, thus minimizing the environmental impact of outages. Additionally, the project will reduce the number of truck rolls required for manual fault detection and repair, thereby lowering vehicle emissions and further benefiting the environment. The project includes a component for training existing staff on installation procedures, leveraging their expertise while ensuring they are equipped with the necessary skills for the new technologies.

The proposed project meets several Program Objectives outlined in the NOFO, including enhancing grid resilience, reducing outage durations, and providing direct benefits to EIEC and DAC communities. The project aligns with metrics such as System Average Interruption Duration Index (SAIDI) and System Average Interruption Frequency Index (SAIFI), demonstrating clear benefits to the targeted communities. CWLP's commitment to leveraging advanced technologies and workforce development further ensures compliance with the program's goals and metrics. The project is anticipated to span over 36 months, with the initial 18 months focusing on planning, procurement, and initial installations, the subsequent 12 months on full-scale deployment of the advanced grid resilience and reliability devices, and the final 6 months on system integration, testing, and performance validation.

The total cost for this project is \$1,678,989, with a federal funding request of \$1,127,427 and a proposed in-kind and cash contribution match of \$551,519 from CWLP. The budget

includes costs for equipment procurement, installation, system integration, and workforce training, ensuring all expenditures are allowable, allocatable, and reasonable per federal cost principles. The performance of the project will be measured using metrics such as SAIDI, SAIFI, and Customers Average Interruption Duration Index (CAIDI), helping quantify improvements in grid reliability and resilience. Detailed performance measurements are outlined in the "Part II – Metrics" tab of Attachment A.

CWLP is committed to ensuring strong labor standards and protections throughout the project implementation. The project will drive the creation of good-paying, safe jobs and include training programs to equip workers with the necessary skills for maintaining and operating the upgraded grid infrastructure, ensuring project sustainability and success, contributing to long-term community resilience and workforce development. Additionally, CWLP workers are covered by a collective bargaining unit, ensuring that labor standards and workers' rights are maintained throughout the project. Tom Chi, the Project Manager, will oversee the implementation of the proposed grid resilience enhancements, including the deployment of advanced grid resilience and reliability devices to improve the reliability and robustness of the electrical grid in Springfield. Tom Chi can be contacted at tom.chi@springfield.il.us.

EXHIBIT B

DELIVERABLES OR MILESTONES

(a) Grantee will comply with the following Milestones and Timelines, as specified in the approved by Grantor in the Grantee’s Approved Project Management Plan. Any deviations from the approved Milestones and Timelines, require explicit prior written approval by Grantor. Grantee may propose deviations in its quarterly reports specified in Exhibit A.

(b) Any significant deviation may require prior explicit written DOE approval.

(c) Should the Grantee elect to undertake activities prior to Grantor and DOE approval of any modifications, the Grantee is doing so at its own risk that incurred costs may not be authorized and recognized as allowable cost.

Milestone / SOPO #	DOE Milestone	Tasks	Deliverables (anticipated)	Planned Start Date	Planned Completion Date	Notes / Comments
PM1.1	Project Start	Grant Agreement	Grant Agreement Reviewed and Approve by City Council and Fully Executed	9/1/2025	10/10/2025	Grant Agreement must go through City Council for approval
PM1.2		Project Start: Project Management and Reporting	Project management team assembled, Key Personnel and Responsibilities List developed, metrics and financial performance tracking and reporting mechanisms set and enabled, kickoff meeting with necessary individuals.	8/21/2025	9/15/2025	
PM 2.1	Planning Complete	Planning	Project Plan Complete (including site survey scope, type of RFP's to be issued for the project, etc)	10/15/2025	11/1/2025	
PM 2.2		Site Survey and Assessment	Performed field surveys and site inspections, evaluated existing poles and substations, documented findings and recommendations. Issued Infrastructure Assessment Reports and a Findings and Recommendations Report.	10/15/2025	11/1/2025	
PM 3	Design Complete	Design	Project Design Completed (# and location of upgrades, schedule of upgrades)	10/15/2025	11/15/2025	
PM 4	Regulatory Approval Obtained (including NEPA & Required Permits)	Regulatory approvals	N/A/	10/11/2025	11/15/2025	

PM5	Equipment / Materials Purchased	Equipment Procurement	Evaluate equipment bids, select vendors, and place orders	9/15/2025	12/1/2025	
PM6.1	Construction / Installation / Activity Started	Infrastructure Upgrades and Equipment Installation		12/1/2025	1/31/2026	
PM6.2		Training	First training started/complete	2/1/2026	2/28/2026	on the job training throughout the project
PM7.1	Construction / Installation / Activity 50% Complete	Infrastructure Upgrades and Equipment Installation (Distribution)	2 Single Phase Fuse Saver	3/1/2026	3/15/2026	shorter lead time equipment
PM7.2			3 Three Phase Fuse Saver	3/1/2026	3/31/2026	shorter lead time equipment
PM 7.3			5 Reclosers	6/15/2026	7/15/2026	shorter lead time equipment
PM7.4			9 Vault Mounted Switches	6/1/2026	7/31/2026	shorter lead time equipment
PM7.5		System Integration and Testing	Distribution Level Equipment Integration and Testing	8/1/2026	9/30/2026	
PM 7.6		Training	3 trainings; approximately 50 people trained	4/1/2026	10/31/2026	
PM8.1	Construction / Installation / Activity 100% Complete	Infrastructure Upgrades and Equipment Installation (Transmission)	4 138 kV Circuit Breakers	12/1/2026	11/1/2028	Longer Lead Time Equipment
PM 8.2		Removal of Oil Circuit Breakers	4 Circuit Breakers in Total	12/1/2026	11/1/2028	
PM8.3		System Integration and Testing	Transmission Level Equipment Integration and Testing	12/1/2026	11/1/2028	
PM8.4		Training	1 training; 19 people trained in period/ 4 total trainings and approximately 69 people trained	12/1/2026	11/1/2028	
PM 9	Project Complete / Closed-Out	Closeout	Project Complete / Closed-Out documents signed, final reports submitted	1/1/2029	3/31/2029	Q1 2029 quarterly report and final reports
PM 10	Post Close-out Reporting	Post-Closeout Impact Metrics Annual Reporting	All required annual impact metrics reports submitted	1/1/2029	2/28/2031	2029 and 2030 annual reports

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EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

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

FOR OFFICIAL GRANT NOTIFICATIONS

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

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address:

FOR GRANT ADMINISTRATION

<u>GRANTOR CONTACT</u>	<u>GRANTEE CONTACT</u>
Name: Claire Brinley	Name: Tom Chi
Title: Program Manager	Title: Projects Manager II – Smart Cities
Address: 160 N. LaSalle Street Suite S-1000 Chicago, Illinois 60601	Address: 1008 E MILLER ST SPRINGFIELD, IL 62702-5522
Phone: (312) 651-1319	Phone: (217) 757-8520
E-mail Address: cbrinley@il-fa.com	E-mail Address: tom.chi@springfield.il.us

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EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

(a) Grantee agrees to comply with the following Performance Metrics Goals and Reporting Requirements, as specified in the Approved Project Management Plan. Any signification deviations from these approved performance goals and standards require explicit prior written approval by Grantor and may require prior explicit written DOE approval. Should the Grantee elect to undertake activities prior to Grantor and DOE approval of any modifications, the Grantee is doing so at its own risk that incurred costs may not be authorized and recognized as allowable cost.

I. QUARTERLY BUILD METRICS

(a) In its quarterly Project Management Plan/Quarterly Progress Reports, Grantee will report quarterly progress against the following Build Metrics. Any deviations from the approved Build Metrics require explicit prior written approval by Grantor. Grantee may propose deviations in its quarterly reports.

BUILD METRICS			Progress	
Metric Description	Type	Goal Value	Value During Reporting Period	Cumulative Value
Number of distribution poles with other upgrades (specify in "Type" field what was upgraded)	3-Phase Reclosers	5	enter in quarterly reports	
Number of distribution poles with other upgrades (specify in "Type" field what was upgraded)	CMRs - Single Phase Location	2	enter in quarterly reports	
Number of distribution poles with other upgrades (specify in "Type" field what was upgraded)	CMRs - Three-Phase Location	3	enter in quarterly reports	
Number of other protection or control devices installed	Vault-Mounted Switches	14	enter in quarterly reports	
Number of substations with upgraded equipment	138 kV circuit breaker	4	enter in quarterly reports	

II. ANNUAL IMPACT METRICS

(a) In its Annual Program Metrics and Impact Report, Grantee will report annual progress against the following Impact Metrics Baselines:

BASELINE IMPACT METRICS											
IMPACT METRICS							Baselines Values				
Metric	Outage Type	Include Major Event Days (MED)?	Coverage	Metric Type	Outage Type	Coverage Type	2020	2021	2022	2023	2024

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Number of outages	All Causes	Yes, all outages	Full service territory	n/a	n/a	n/a	875	1003	869	907	886
Hours to repair outages	All Causes	Yes, all outages	Full service territory	n/a	n/a	n/a	1153.6	2392.79	1308.28	1500.84	2128.77
Number of critical services with outages that extend beyond 24 hours	All Causes	Yes, all outages	Full service territory	n/a	n/a	n/a	0	0	22	0	0
System Average Interruption Duration Index (SAIDI)	All Causes	Yes, all outages	Full service territory	n/a	n/a	n/a	53.95	125.57	57.81	61.35	83.19
Customer Average Interruption Duration Index (CAIDI)	All Causes	Yes, all outages	Full service territory	n/a	n/a	n/a	66.28	95.93	68.21	67.16	76.55
System Average Interruption Frequency Index (SAIFI)	All Causes	Yes, all outages	Full service territory	n/a	n/a	n/a	0.814	1.309	0.848	0.913	1.087
Number of individual customers with more than 5 interruptions	All Causes	Yes, all outages	Full service territory	n/a	n/a	n/a	5350	7167	4604	8919	2982

III. ANNUAL JOB, WORKFORCE, COMMUNITY ENGAGEMENT METRICS

(a) In its Annual Program Metrics and Impact Report, Grantee will report annual progress against other metrics included in the template of the Annual Program Metrics and Impact Report, including Job Creation and Training, Workforce Demographics, Community Engagement Activities and Events, and any other metrics as may be required by DOE.

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EXHIBIT E

SPECIFIC CONDITIONS

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

I. From the Internal Controls Questionnaire:

1. **Conditions:** Grantee must submit, at least semi-annually, documentation to support the status of implementation of corrective action for audit findings, if applicable.
 - a. **Risk Explanation:** Grantee must submit, at least semi-annually, documentation to support the status of implementation of corrective action for audit findings.
 - b. **How to Fix:** Implementation of grantee’s corrective action plan.
 - c. **Timeframe:** When corrective action is complete.

II. From the Programmatic Risk Assessment:

1. **Conditions:** Grantee will attend a DBA training session provided by the Grantor. Grantee will attend an LCPtracker training session provided by the Grantor. Grantee will attend a BABA compliance training session provided by the Grantor.
 - a. **Risk Explanation:** Federal requirements are extensive and require Grantee training.
 - b. **How to Fix:** Attend the provided training sessions.
 - c. **Timeframe:** Within six months of full execution of the Grant Agreement.

III. PROJECT RISK MANAGEMENT LOG

(a) In its quarterly Project Management Plan/Quarterly Progress Reports, Grantee will report updates to the Project risk profile against the following risks identified in its approved Risk Management log:

RISK MANAGEMNT LOG				
Risk	Likelihood	Impact	Potential Impact	Mitigation Strategy
Equipment availability, supply chain issues and pricing may cause project delays.	Medium	Medium	Schedule extension; possible escalation in equipment costs	If allowable, place purchase orders as soon as possible after award. Select vendors that have the selected equipment with the shortest lead time. Allow schedule float for long-lead items.
Weather or other factors delay implementation.	Medium	Medium	Temporary work stoppages could extend task timelines.	Build weather contingency days into project timeline, adjust tasks to account for typical fair-weather windows.
Unforeseen cost overruns.	Medium	Medium	Need to reallocate funds, adjust scope, or adjust timeline.	Include contingency line in the budget, seek volume discounts and lock-in year over year pricing where possible.

PART TWO – GRANTOR-SPECIFIC TERMS

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

ARTICLE XXIII

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AUDIT

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

**ARTICLE XXIV
ETHICS**

24.1 Code of Conduct.

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

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

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

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

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

(c) **Conflicts with the Grantor.** The Grantee certifies to the Grantor that it is not a business or entity in which (i) any director, officer or holder of an ownership interest of more than 7.5% in the business or entity, in its own name or that of a nominee, is also a member, officer, agent or employee of the Grantor, or (ii) any member, officer agent or employee of the Grantor has any direct or indirect interest. The Grantee must

notify the Grantor immediately in writing if it becomes aware that any part of this certification is or will become inaccurate.

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

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

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

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

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

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

**ARTICLE XXVI
RENEWAL AND DOE APPROVAL**

26.1 Renewal. This Agreement may not be renewed.

26.2 DOE Review and Approval for All Activities. This Agreement is subject to approval by the U.S. Department of Energy ("DOE"). The Grantee may not implement any activity or incur any costs under this Agreement for any action that has not been approved by the DOE. The Grantor will notify the Grantee of the DOE approval of any Project activities within two business days of receiving DOE approval.

a) **Activities Pending DOE Review:** As of the date of this Agreement, the following activities are pending DOE review and approval:

i) **Updated equipment list and costs and related changes to the Budget Justification, NEPA Questionnaire and projects narrative.**

**ARTICLE XXVII
FIXED WORKS CONSTRUCTION**

27.1. Grant for the Construction of Fixed Works. Grantee certifies that all Projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement will be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application. In the construction of the Projects, Grantee must comply with the requirements of the Prevailing Wage Act including, but not limited to: (a) paying the prevailing rate of wages required by the Illinois Department of Labor, or a court on review, to all laborers, workers and mechanics performing work with Grant Funds provided through this Agreement, (b) inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Project must be paid to all laborers, workers, and mechanics performing work under this Award; and (c) requiring all bonds of contractors to include a provision as will guarantee the faithful performance of the prevailing wage clause as provided by contract.

PART THREE –PROJECT-SPECIFIC TERMS

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

**ARTICLE XXVIII
IL 40101(D) PROGRAM REQUIREMENTS**

28.1. DEFINITIONS. For the purpose of this **PART THREE**, capitalized words and phrases used in this **PART THREE** shall have the meaning specified in this **PART THREE**. Capitalized words and phrases that are not defined in this **PART THREE** but are defined in Part One of this Agreement shall have the meaning as defined in **PART ONE** of this Agreement.

- 28.1.1. **"ALRD"** means Administrative and Legal Requirements Document for DE-FOA-0002736 (DE-FOA/ALRD-0002736), Amendment 9, available at <https://www.fedconnect.net/FedConnect/default.aspx?ReturnUrl=%2ffedconnect%2f%3fdoc%3dDE-FOA-0002736%26agency%3dDOE&doc=DE-FOA-0002736&agency=DOE;>
- 28.1.2. **"BIL"** means Public Law 117-58 (also known as the Bipartisan Infrastructure Law);
- 28.1.3. **"DOE"** means U.S. Department of Energy;
- 28.1.4. **"DOE Assistance Regulations"** means DOE Assistance Regulations at 2 CFR part 200 (as amended by 2 CFR part 910 at <http://www.eCFR.gov>);
- 28.1.5. **"DOE Conflict of Interest Policy"** means DOE Interim Conflict of Interest Policy for Financial Assistance (COI Policy) that can be found at <https://www.energy.gov/sites/default/files/2022-10/Department%20of%20Energy%20Interim%20Conflict%20of%20Interest%20Policy.pdf>;
- 28.1.6. **"DOE Intellectual Property Provisions"** means DOE Intellectual Property Provisions under IL 40101d Award Agreement located at <https://www.energy.gov/gc/standard-intellectual-property-ip-provisions-financial-assistance-awards>;
- 28.1.7. **"DOE National Policy Assurances"** means DOE National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at <https://www.energy.gov/management/articles/national-policy-assurances-be-incorporated-award-terms>;
- 28.1.8. **"40101(d) Program"** means the Federal Formula Grant Program: Preventing Outages and Enhancing the Resilience of the Electric Grid Formula Grants to States and Indian Tribes under Section 40101(d) of the Bipartisan Infrastructure Law;
- 28.1.9. **"40101(d) Award"** means Illinois award under the 40101(d) Program for the first three years (FY2022, 2023 and 2024) of the Program;
- 28.1.10. **"IL 40101(d) Award Agreement"** means the Assistance Agreement No.DE-GD0000014 between the IFA and DOE under 40101(d) Program;
- 28.1.11. **"IL 40101(d) Terms"** means Special Terms and Conditions of the IL 40101d Award Agreement, attached as **Exhibit I** to this **PART THREE**;
- 28.1.12. **"NOFO"** means a Notice of Funding Opportunity # IFA-GRID-01 issued by IFA on May 17, 2024, available at <https://illinoisclimatebank.com/financing-programs/municipal-cooperative-utilities/40101d-grid-resilience/>.

28.2. IL 40101(d) AWARD AGREEMENT APPLICABILITY. This Grant Agreement is a subaward under IL 40101(d) Award Agreement that requires Grantor to flow down certain provisions of the IL 40101(d) Award Agreement requirements to the subawardees. Therefore, as required in the IL 40101(d) Award Agreement, the Project under this Agreement is subject to applicable provisions of the following requirements, incorporated here by reference:

- 28.2.1. IL 40101(d) Terms as specified below;
- 28.2.2. Illinois application to DOE under 40101(d) Program as approved by DOE;
- 28.2.3. ALRD;
- 28.2.4. NOFO;

- 28.2.5. Bipartisan Infrastructure Law;
- 28.2.6. DOE Assistance Regulations;
- 28.2.7. DOE Intellectual Property Provisions;
- 28.2.8. DOE National Policy Assurances;
- 28.2.9. 2 CFR 200.327 (the requirement to include contract provisions listed in Appendix II of 2 C.F.R. Part 200);
- 28.2.10. DOE Conflict of Interest Policy.

28.3. PRECEDENCE. If Grantee identifies any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Agreement, the Grantee must consult with the Grantor for guidance. In case of any apparent inconsistency between the provisions of **PART THREE** and **PART ONE**, **PART THREE** shall take control unless otherwise specified in **PART THREE** of this Agreement. De minimis costs rate specified in this **PART THREE** takes precedence over the rate specified in **PART ONE** of this Agreement.

28.4. FLOW DOWN REQUIREMENTS UNDER IL 40101(d) TERMS. IL 40101(d) Award Agreement requires the Grantor to apply terms and conditions of IL 40101d Award Agreement, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate), as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, Grantor must apply the IL 40101(d) Award Agreement terms as required by 2 CFR 200.327 to all subrecipients (and subcontractors, as appropriate), and must require their strict compliance therewith. Therefore, Grantee is subject to the applicable terms and conditions of IL 40101(d) Terms as required by 2 CFR 200.101, and applicable requirement of 2 CFR 200.327. Specifically, Grantee is subject to the requirements of the IL 40101(d) Terms as clarified in this Paragraph 23.6:

- 28.4.1. **Conference Spending:** The Grantee shall not expend any funds on a conference not directly and programmatically related to the purpose for which this Grant Agreement as specified in the IL 40101(d) Terms.
- 28.4.2. **Payment Procedures:** Payments will be made by advances or cost reimbursement requests by electronic funds transfer to the bank account identified in this Grant Agreement.
 - (a) **Cost Reimbursement Requests:** Request for cost reimbursements must be made quarterly through the Grantee Portal, unless otherwise instructed by the Grantor.
 - (b) **Advance Requests.** Requests for advances must be made through the Grantee Portal only as needed to meet Grantee's immediate needs for direct project costs. The Grantee should time each request so that the Grantee receives payment as close as possible to the day that the Grantee disburses funds for direct project costs. If same-day transfers are not feasible, advance payments must be as close as is administratively feasible to actual disbursements.
 - (c) **Adjusting payment requests for available cash.** Grantee must disburse any funds that are available from repayments to, and interest earned, on program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any such funds before requesting additional payments from the Grantor.
 - (d) **Timely Billing.** Grantee must comply with billing requirements specified in **PART ONE** of this Agreement.
- 28.4.3. **Cost Match**
 - (a) "Cost Matching" for the non-federal share is calculated as a percentage of the Federal funds only, rather than the Total Project Cost. The Total Project Cost is the sum of the Federal funds and Grantee match. Grantee's cost match must come from non-Federal sources unless otherwise allowed by law.
 - (b) Grantee is required to match their allocation as indicated in Exhibit A. By accepting federal funds under this award, Grantee is liable for the cost match percentage of total expenditures incurred, indicated in Exhibit A, even if the project is terminated early or is not funded to its completion, unless otherwise authorized in writing by Grantor.
 - (c) If the Grantee discovers that it may be unable to provide the required cost matching, the Grantee should immediately provide written notification to Grantor indicating whether the

- Grantee will continue or phase out the project. If Grantee plans to continue the project, the notification must describe how replacement cost matching will be secured. Grantee must maintain records of all project costs that Grantee claim as cost match, including in-kind costs, as well as records of costs to be paid by Grantor. Such records are subject to audit.
- (d) Failure to provide the cost matching required by this Agreement may result in the subsequent recovery by Grantor of some or all the funds provided under the award.
- 28.4.4. **Reimbursable Indirect Costs and Fringe Benefits**
- (a) If actual allowable indirect costs are less than those budgeted and funded under the award, Grantee may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Federal share of total allowable costs (i.e., direct and indirect), is less than the total costs reimbursed, Grantee must refund the difference.
- (b) Grantee must manage its indirect costs. Grantor will not amend an award solely to provide additional funds for changes in indirect cost rates. Grantor recognizes that the inability to obtain full reimbursement for indirect costs means the Grantee must absorb the under recovery. Such under recovery may be allocated as part of the Grantee's required cost sharing.
- 28.4.5. **Post-Award Due Diligence Reviews, Foreign Entities of Concern.** During the life of the Award, Grantor and DOE may conduct ongoing due diligence reviews to identify potential risks of undue foreign influence as specified in the IL 40101(d) Terms.
- 28.4.6. **Reporting.** Grantee's performance and financial reporting requirements are specified in Exhibit A and Exhibit D of **PART ONE** of this Agreement. DOE may require additional data collection as specified in the IL 40101(d) Terms.
- 28.4.7. **Foreign National Participation – Approval Required.** If the Grantee (including any of its contractors) anticipates involving foreign nationals in the performance of this Award, the Grantee must provide Grantor with specific information about each foreign national as specified in the IL 40101(d) Terms. **Grantee must include this requirement in any contractual agreement(s) associated with funds received under this Award.**
- 28.4.8. **Site Visits.** DOE's and Grantor's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Grantee must provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.
- 28.4.9. **NEPA Review.** DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of federal funds. DOE performed NEPA review and approval of the Project activities based on the information submitted by the Grantee to Grantor in its NEPA Environmental Questionnaire. Any significant modifications to the Project activities that affect Grantee's answers to the Environmental Questionnaire will require Grantor approval and might require additional review and approval of DOE. If any of the proposed Project activities are likely to require an Environmental Assessment (EA) or Environmental Impact Statement (EIS), the DOE NEPA Compliance Officer will provide further guidance. Should the Grantee elect to undertake activities prior to authorization from the DOE, the Grantee is doing so at its own risk and incurred costs may not be authorized and recognized as allowable cost.
- 28.4.10. **Federal, State, and Municipal Requirements.** Grantee must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this Award.
- 28.4.11. **Purchase of American-Made Equipment and Products.** Grantee acknowledges and agrees that, to the greatest extent practicable, all equipment and products the Grantee purchased with funds made available under this Award will be American-made.
- 28.4.12. **Insurance Coverage.** Grantee must comply with 2 CFR 200.310 insurance requirements for real property and equipment acquired or improved with Federal funds.

- 28.4.13. **Real Property – Grid Resilience.** Acquisition of land or easements is not permitted under this Grant Agreement. Improvements to real property for the purpose of grid hardening or resilience are not considered acquisition of real property for the purpose of 40101d Program, and therefore may be permitted. Real property purchased with project funds are subject to the requirements specified in the IL 40101(d) Terms.
- 28.4.14. **Equipment and Supplies.** Any equipment (property) and supplies acquired under this Grant Agreement is subject to provisions specified in the IL 40101(d) Terms. Grantee cannot encumber this property, and must manage, use and dispose of such equipment as specified in the IL 40101(d) Terms.
- 28.4.15. **Continued Use of Real Property and Equipment.** Real property and equipment purchased with project funds (federal share and Grantee cost share) under this Award are subject to the requirements specified in the IL 40101(d) Terms. The Grantee may continue to use the real property and equipment after the conclusion of the Award period of performance so long as the Grantee complies with these requirements, including submitting a written Request for Continued Use for DOE authorization, which is approved by the DOE Contracting Officer. Grantor must request authorization from the Contracting Officer to continue to use the property for the authorized project purposes beyond the award period of performance (“Request for Continued Use”). Grantee must petition Grantor to submit such request to DOE as specified in IL 40101(d) Terms. When the property is no longer needed for authorized project purposes, the Grantee must petition Grantor to request disposition instructions from DOE as specified in IL 40101(d) Terms.
- 28.4.16. **Insolvency, Bankruptcy or Receivership.** Grantee shall immediately notify the Grantor of the occurrence of any of the insolvency, bankruptcy or receivership events specified in IL 40101(d) Terms. Failure of the Grantee to comply with this requirement may be considered by Grantor as a material noncompliance of this Grant Agreement.
- 28.4.17. **Performance of Work in United States.** Grantee agrees that **100%** of the direct labor cost for the project (including subcontract labor) shall be incurred in the United States, unless the Grantee can demonstrate to the satisfaction of the DOE and Grantor that the United States’ economic interest will be better served through a greater percentage of the work being performed outside the United States.
- 28.4.18. **Reporting of Total Compensation of Grantee Executives.** Grantee must report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year as specified in IL 40101(d) Terms.
- 28.4.19. **Final Incurred Cost Audit.** Grantor reserves the right to initiate a final incurred cost audit on this Award. If the audit has not been performed or completed prior to the closeout of the award, Grantor retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.
- 28.4.20. **Indemnity.** Grantee shall indemnify Grantor, the State, DOE, the Government (as defined in the IL 40101(d) Terms) and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, loss of or damage to property or to the environment resulting from the project, except to the extent that such liability results from the gross negligence of Government officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.
- 28.4.21. **Corporate Felony Conviction and Federal Tax Liability Assurances.** By entering into this agreement, Grantee attests that it has not been convicted of a felony criminal violation under Federal law in the 24 months preceding the date of Grantee’s signature to this Agreement. Grantee further attests that it does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. For the purposes of these assurances, definitions apply as specified in the IL 40101(d) Terms.
- 28.4.22. **Nondisclosure and Confidentiality Agreements Assurances.** By entering into this Agreement, Grantee attests that it does not and will not require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or

contactors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. Grantee further attests that it does not and will not use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the provisions specified in the IL 40101(d) Terms.

- 28.4.23. **Export Control.** Grantee is subject to export control requirements specified in the IL 40101(d) Terms. Grantee must immediately report to Grantor any export control violations related to the project funded under this Award and describe the corrective action(s) taken or policies adopted to prevent future violations.
- 28.4.24. **Prohibition On Certain Telecommunications and Video Surveillance Services or Equipment.** Grantee is prohibited from obligating or expending project funds (Federal and non-Federal funds) in relation to telecommunications and video surveillance services or equipment as specified in the IL 40101(d) Terms.
- 28.4.25. **Prohibition Related to Foreign Government-Sponsored Talent Recruitment Programs.** Grantee must comply with prohibitions related to foreign government-sponsored talent recruitment programs specified in the IL 40101(d) Terms.
- 28.4.26. **Interim Conflict of Interest Policy.** Grantee is subject to the DOE Conflict of Interest Policy, as specified in the IL 40101(d) Terms.
- 28.4.27. **Transparency of Foreign Connections and Foreign Collaboration.** Grantee must notify Grantor within five (5) business days of learning of the circumstances in relation to any foreign connection; Grantee must provide Grantor with prior written notice of any potential collaboration with foreign entities, organizations or governments in connection with this Award, as specified in the IL 40101(d) Terms.
- 28.4.28. **Buy American Requirements.** Grantee must comply with the Buy American Requirements specified in the IL 40101(d) Terms. The Buy America Requirement term and condition must be included in all contracts, subcontracts, and purchase orders for work performed under the infrastructure project.
- 28.4.29. **Davis-Bacon Requirements.** This Award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the Grantee, its contractors, or subcontractors in the performance of construction, alteration, or repair work in excess of \$2,000 on a project funded directly by or assisted in whole or in part by funds made available under this Award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code, commonly referred to as the "Davis-Bacon Act" (DBA). Grantee must comply with the Davis-Bacon Requirements specified in IL 40101(d) Terms, including submitting certified weekly payrolls required under the Davis-Bacon Requirements. DOE has contracted with a third-party DBA electronic payroll compliance software application. Grantor will work with the Grantee to establish a process for timely electronic submission of weekly certified payrolls as part of Grantee's compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.
- 28.4.30. **Affirmative Action and Pay Transparency Requirements.** All federally assisted construction contracts exceeding \$10,000 annually will be subject to the requirements of Executive Order 11246. Grantee must comply with the Affirmative Action and Pay Transparency Requirements specified in the IL 40101(d) Terms.
- 28.4.31. **Potentially Duplicative Funding Notice.** If the Grantee receives or has received any other award of federal funds for activities that potentially overlap with the activities funded under this Award, Grantee must promptly notify Grantor in writing of the potential overlap and indicate whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, Grantee must promptly notify the Grantor in writing of the potential duplication and eliminate any inappropriate duplication of funding.

**EXHIBIT I
IL 40101(D) TERMS
SPECIAL TERMS AND CONDITIONS FOR USE IN FORMULA GRANTS ISSUED UNDER THE GRID DEPLOYMENT
OFFICE (GDO) ADMINISTRATIVE AND LEGAL REQUIREMENTS DOCUMENT (ALRD)**

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(ALRD)**

LEGAL AUTHORITY AND EFFECT (JUNE 2015)

- (a) A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.
- (b) Recipients are free to accept or reject the award. A request to draw down DOE funds constitutes the Recipient's acceptance of the terms and conditions of this Award.

RESOLUTION OF CONFLICTING CONDITIONS

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator for guidance.

AWARD AGREEMENT TERMS AND CONDITIONS (DECEMBER 2014) (NETL – MARCH 2023)

This award/agreement consists of the Assistance Agreement cover page, plus the following:

- a. Special terms and conditions.
- b. Attachments:

Attachment No.	Title
1	Intellectual Property Provisions
2	Statement of Project Objectives
3	Federal Assistance Reporting Checklist

- c. Applicable program regulations: NONE
- d. DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>.
- e. Research Terms and Conditions and the DOE Agency Specific Requirements at <http://www.nsf.gov/bfa/dias/policy/rtr/index.jsp> (if the Award is for research and the Award is to a university or non-profit).
- f. Application/proposal as approved by DOE.
- g. National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at <https://www.nsf.gov/awards/managing/rtr.jsp>.
- h. Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL)

FLOW DOWN REQUIREMENT

The Recipient agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate), as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all subrecipients (and subcontractors, as appropriate), and to require their strict compliance therewith.

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CONFERENCE SPENDING (FEBRUARY 2015)

The recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant or cooperative agreement was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed \$20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

PAYMENT PROCEDURES - ADVANCES THROUGH THE AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM

- a. Method of Payment. Payment will be made by advances through the Department of Treasury's ASAP system.
- b. Requesting Advances. Requests for advances must be made through the ASAP system. You may submit requests as frequently as required to meet your needs to disburse funds for the Federal share of project costs. If feasible, you should time each request so that you receive payment on the same day that you disburse funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close as is administratively feasible to actual disbursements.
- c. Adjusting payment requests for available cash. You must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE/NNSA.
- d. Payments. All payments are made by electronic funds transfer to the bank account identified on the ASAP Bank Information Form that you filed with the U.S. Department of Treasury.

COST MATCH

- a. "Cost Matching" for the non-federal share is calculated as a percentage of the Federal funds only, rather than the Total Project Cost. The Total Project Cost is the sum of the Government share and Recipient match. The Recipient's cost match must come from non-Federal sources unless otherwise allowed by law.

Each Recipient is required to match 15 percent of their allocation. In addition, eligible entities performing resilience projects are required to provide a 100 percent cost match, unless the eligible entity sells not more than 4,000,000 megawatt hours of electricity per year, then the eligible entity is required to provide a one-third cost match.

By accepting federal funds under this award, the Recipient is liable for the cost match percentage of total expenditures incurred, even if the project is terminated early or is not funded to its completion.

- b. If the Recipient discovers that you may be unable to provide the required cost matching under this award, the Recipient should immediately provide written notification to the DOE Award Administrator indicating whether the Recipient will continue or phase out the project. If you plan to continue the project, the notification must describe how replacement cost matching will be secured.
- c. The Recipient must maintain records of all project costs that you claim as cost match, including in-kind costs, as well as records of costs to be paid by DOE/NNSA. Such records are subject to audit.
- d. Failure to provide the cost matching required by this term may result in the subsequent recovery by DOE of some or all the funds provided under the award.

REBUDGETING AND RECOVERY OF INDIRECT COSTS - REIMBURSABLE INDIRECT COSTS AND FRINGE BENEFITS

- a. If actual allowable indirect costs are less than those budgeted and funded under the award, you may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government's share of total allowable costs (i.e., direct and indirect), is less than the total costs reimbursed, you must refund the difference.
- b. Recipients are expected to manage their indirect costs. DOE will not amend an award solely to provide additional funds for changes in indirect cost rates. DOE recognizes that the inability to obtain full reimbursement for indirect costs means the recipient must absorb the underrecovery. Such underrecovery may be allocated as part of the organization's required cost sharing.

USE OF PROGRAM INCOME - ADDITION

If you earn program income during the project period as a result of this award, you may add the program income to the funds committed to the award and use it to further eligible project objectives.

POST-AWARD DUE DILIGENCE REVIEWS (MARCH 2023)

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

ANNUAL ALLOCATION REQUEST

The Recipient shall submit their annual allocation request in accordance with the instructions provided in the Reporting Requirements Checklist attached to this award. The Annual Allocation Request must be submitted to the DOE Program Manager whose name is in Block 15 of the Award Agreement and the DOE Award Administrator whose name is identified on Page 2 of the Assistance Agreement cover page.

The Annual Allocation Request must include the following information:

- SF 424 reflecting the current year allocation and cost match amounts.
- Cost Match Information for current year allocation.
 - Cost Match Value
 - Identify the source/organization of the proposed cost match.
 - Type of Cost Match (cash or in-kind)
 - Provide a description of their proposed cost match.
- Program Narrative – copy of current Program Narrative if there are no changes or an updated Program Narrative to reflect any changes. If changes have occurred, a Public Notice and Hearing must be documented in the updated Program Narrative.

RESILIENCE PROJECT AND SUBAWARD/SUBCONTRACT NOTIFICATION

For all resilience project subawards and any other subaward over \$250,000, the Recipient must notify the DOE Contracting Officer and Project Officer in writing prior to the execution of new or modified subawards/subcontracts. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR 200, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

The Recipient is responsible for making a final determination to award or modify subawards/subcontracts under this agreement, but the Recipient may not proceed with the subaward/subcontract until the DOE determines, and provides the Recipient written notification, that the information provided is adequate.

In order to satisfy this notification requirement, Recipient documentation must, at a minimum, include the following:

- (a) Recipient confirms that the subawardee:
- (i) is an eligible entity type identified in BIL section 40101(a)(2);
 - (ii) is a domestic entity; to qualify as a domestic entity, the entity must be organized, chartered or incorporated (or otherwise formed) under the laws of a particular state or territory of the United States; have majority domestic ownership and control; and have a physical place of business in the United States;
 - (iii) is not a debarred or a suspended entity; and
 - (iv) will pay all of the laborers and mechanics performing construction, alteration, or repair work in excess of \$2,000 on projects funded directly by or assisted in whole or in part by and through funding under the award, wages at rates not less than those prevailing on projects of a character similar in the locality as determined by subchapter IV of Chapter 1 of Title 40, United State Code commonly referred to as the "Davis-Bacon Act" (DBA).
- (b) Recipient confirms that:
- (i) the process undertaken to solicit the subaward/subcontract complies with their written procurement procedures as outlined in 2 CFR 200.318;
 - (ii) the proposed work to be done is an eligible activity identified in BIL Section 40101(e)(1);
 - (iii) the proposed subaward effort is consistent with the Program Narrative being executed under the award;
 - (iv) the primary purpose of the proposed project is not cyber security but that the implementation of the proposed project will adhere to any applicable cybersecurity requirements, and where possible, best practices in deploying technologies under their subaward;
 - (v) no planned, actual or apparent conflict of interest exists between the Recipient and the selected subawardee/subcontractor and that the Recipient's written standards of conduct were followed;
 - (vi) as applicable, subaward/subcontracts address the Small Utilities Set Aside requirement set forth in BIL Section 40101(d)(6); and
 - (vii) all required award provisions will be flowed down in the resulting subaward/subcontract.
- (c) Recipient provides:
- (i) SF-424A Budget Information form and Budget Justification form for all resilience project subawards; and any other subaward over \$250,000;
 - (ii) a completed Environmental Questionnaire covering the subaward activity;
 - (iii) cost match commitment letter from the eligible entity committing to meet the cost matching as required in BIL Section 40101(h);
 - (iv) the proposed metrics that will be collected and reported in the Quarterly Progress Report to measure and demonstrate the beneficial impact of the resilience project on the resilience of the grid and to the community served;
 - (v) listing of Foreign Nationals for subrecipients/eligible entities and technical assistance contractors in accordance with the Foreign National Participation – Approval term;
 - (vi) Performance of Work in the United States waiver (if applicable);
 - (vii) Buy America for Infrastructure Projects waiver (if applicable);
 - (viii) Domestic entity waiver for subrecipients (if applicable); and
 - (ix) a summary/brief description of any application, similar in nature, submitted by the proposed subawardee to the DOE under BIL Section 40101(c), DE-FOA-0002740, Grid Resilience and Innovation Partnerships (GRIP).

If a State or Indian Tribe petitions the Secretary to be designated as an eligible entity for the purpose of executing a resilience project, it must provide both the 15% cost match for the entire allocation made by DOE to the State or Tribe (see BIL section 40101(d)(8)) and the project specific cost match requirement of 100% or 1/3 (see BIL section 40101(h)).

REPORTING

Reporting requirements are identified on the Federal Assistance Reporting Checklist and Instructions, DOE F 4600.2, attached to the award agreement. Additional reporting requirements apply to projects funded by BIL. As part of tracking progress toward key Departmental goals – ensuring justice and equity, creating jobs, boosting domestic manufacturing, reducing greenhouse gas emissions, and advancing a pathway to private sector – DOE may require specific data collection. Examples of data that may be collected include:

- project locations,
- measurable improvements of resilience,
- transmission capacity upgraded, expanded, or built,
- electricity storage capacity installed,
- funding leveraged,
- stakeholders engaged,
- technical assistance provided, and
- value of contracts or agreements with minority owned business for supplies, services, or equipment.

Recipients must maintain sufficient records to substantiate this information upon request.

FOREIGN NATIONAL PARTICIPATION – APPROVAL REQUIRED (MARCH 2023)

If the Recipient (including any of its subrecipients and contractors) anticipates involving foreign nationals in the performance of this award, the Recipient must provide DOE with specific information about each foreign national to ensure compliance with the requirements for foreign national participation and access approvals. The volume and type of information required may depend on various factors associated with the award.

Approval for foreign nationals in Principal Investigator/Co-Principal Investigator roles, from countries of risk (i.e., China, Iran, North Korea, and Russia), and from countries identified on the U.S. Department of State's list of State Sponsors of Terrorism (<https://www.state.gov/state-sponsors-of-terrorism/>) must be obtained from DOE before they can participate in the performance of any work under this award.

A "foreign national" is defined as any person who is not a United States citizen by birth or naturalization. DOE may elect to deny a foreign national's participation in the award. Likewise, DOE may elect to deny a foreign national's access to a DOE sites, information, technologies, equipment, programs, or personnel.

The Recipient must include this term in any subaward and in any applicable contractual agreement(s) associated with this award.

STATEMENT OF FEDERAL STEWARDSHIP

DOE/NNSA will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

SITE VISITS

DOE/NNSA's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your subrecipients to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

CATEGORICAL EXCLUSION (CX) – Initial Application

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of federal funds. Based on the initial information provided by the Recipient, DOE has made a NEPA determination by issuing a CX, thereby **authorizing use of funds for technical assistance and administrative project activities only.**

NEPA review and approval of proposed resilience project activities are required as per the Resilience Project and Subaward/Subcontract Notification Term. If any of the proposed projects are likely to require an Environmental Assessment (EA) or Environmental Impact Statement (EIS), the DOE NEPA Compliance Officer will provide further guidance. Should the recipient elect to undertake activities prior to authorization from the DOE, the Recipient is doing so at risk and such costs may not be authorized and recognized as allowable cost.

FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

You must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

ELIGIBLE ENTITY PRIORITIZATION – 40101(d)(5)

In making subawards to eligible entities using funds made available under the program, the Recipient shall give priority to projects that, in the determination of the Recipient, will generate the greatest community benefit (whether rural or urban) in reducing the likelihood and consequences of disruptive events.

SMALL UTILITIES SET ASIDE – 40101(d)(6)

The Recipient shall ensure that, of the amounts made available to eligible entities, the percentage made available to eligible entities that sell not more than 4,000,000 megawatt hours of electricity per year is not less than the percentage of all customers in the Recipient State or Indian Tribe (as applicable) that are served by those eligible entities.

TECHNICAL ASSISTANCE AND ADMINISTRATIVE EXPENSES – 40101(d)(7)

Of the amounts made available to the Recipient under the program each fiscal year, the Recipient may use not more than 5 percent for technical assistance (*see* BIL Section 40101(g)(1)(A)) and administrative expenses associated with the program.

NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

INSURANCE COVERAGE (DECEMBER 2014)

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds.

REAL PROPERTY – GRID RESILIENCE

Acquisition of land or easements is not permitted under this grant program. Improvements to real property for the purpose of grid hardening or resilience is not considered acquisition of real property for the purpose of this grant program, and therefore may be permitted.

EQUIPMENT (DECEMBER 2014)

Subject to the conditions provided in 2 CFR Part 200.313, title to equipment (property) acquired under a Federal award will vest conditionally with the non-Federal entity.

The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR Part 200.313 before disposing of the property.

States must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by the Federal awarding agency in the priority order specified in 2 CFR Part 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR Part 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from the Federal awarding agency or pass-through entity.

Disposition will be made as follows: (a) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the Federal awarding agency; (b) Non-Federal entity may retain title or sell the equipment after compensating the Federal awarding agency as described in 2 CFR Part 200.313(e)(2); or (c) transfer title to the Federal awarding agency or to an eligible third Party as specified in CFR Part 200.313(e)(3).

See 2 CFR Part 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR Part 200.439 Equipment and other capital expenditures.

See 2 CFR Part 910.360 for amended requirements for Equipment for For-Profit recipients.

SUPPLIES (DECEMBER 2014)

See 2 CFR Part 200.314 for requirements pertaining to supplies acquired under a Federal award.

See also § 200.453 Materials and supplies costs, including costs of computing devices.

CONTINUED USE OF REAL PROPERTY AND EQUIPMENT (OCTOBER 2022)

Real property and equipment purchased with project funds (federal share and recipient cost share) under this Award are subject to the requirements at 2 CFR 200.311, 200.313, and 200.316 (non-Federal entities, except for-profit entities) and 2 CFR 910.360 (for-profit entities). The Recipient may continue to use the real property and equipment after the conclusion of the award period of performance so long as the Recipient:

- a. Continues to use the property for the authorized project purposes;
- b. Complies with the applicable reporting requirements and regulatory property standards;
- c. As applicable to for-profit entities, UCC filing statements are maintained; and
- d. Submits a written Request for Continued Use for DOE authorization, which is approved by the DOE Contracting Officer.

The Recipient must request authorization from the Contracting Officer to continue to use the property for the authorized project purposes beyond the award period of performance ("Request for Continued Use"). The Recipient's written Request for Continued Use must identify the property and include: a summary of how the property will be used (must align with the authorized project purposes); a proposed use period (e.g., perpetuity, until fully depreciated, or a calendar date where the Recipient expects to submit disposition instructions); acknowledgement that the recipient shall not sell or encumber the property or permit any encumbrance without prior written DOE approval; current fair market value of the property; and an Estimated Useful Life or depreciation schedule for equipment.

When the property is no longer needed for authorized project purposes, the Recipient must request disposition instructions from DOE. For-profit entity disposition requirements are set forth at 2 CFR 910.360. Property disposition requirements for other non-federal entities are set forth in 2 CFR 200.310-200.316.

PROPERTY TRUST RELATIONSHIP (DECEMBER 2014)

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved.

See 2 CFR Part 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

INSOLVENCY, BANKRUPTCY OR RECEIVERSHIP

The Recipient must include the insolvency, bankruptcy or receivership term in any for-profit/non-profit sub-award(s), at any tier.

a. You shall immediately notify the DOE of the occurrence of any of the following events: (i) you or your parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act; (ii) your consent to the institution of an involuntary case under the Bankruptcy Act against you or your parent; (iii) the filing of any similar proceeding for or against you or your parent, or its consent to, the dissolution, winding-up or readjustment of your debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over you, under any other applicable state or federal law; or (iv) your insolvency due to your inability to pay your debts generally as they become due.

b. Such notification shall be in writing and shall: (i) specifically set out the details of the occurrence of an event referenced in paragraph a; (ii) provide the facts surrounding that event; and (iii) provide the impact such event will have on the project being funded by this award.

c. Upon the occurrence of any of the four events described in the first paragraph, DOE reserves the right to conduct a review of your award to determine your compliance with the required elements of the award (including such items as cost share, progress towards technical project objectives, and submission of required reports). If the DOE review determines that there are significant deficiencies or concerns with your performance under the award, DOE reserves the right to impose additional requirements, as needed, including (i) change your payment method; or (ii) institute payment controls.

d. Failure of the Recipient to comply with this term may be considered a material noncompliance of this financial assistance award by the Contracting Officer.

PERFORMANCE OF WORK IN UNITED STATES

The Recipient agrees that at least **100%** of the direct labor cost for the project (including subrecipient labor) shall be incurred in the United States, unless the Recipient can demonstrate to the satisfaction of the DOE that the United States economic interest will be better served through a greater percentage of the work being performed outside the United States.

REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$30,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if

i. the total Federal funding authorized to date under this award is \$30,000 or more;

ii. in the preceding fiscal year, you received;

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of your registration profile at <http://www.sam.gov>.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if;

- i. in the subrecipient's preceding fiscal year, the subrecipient received;

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards,
- and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS

A. Requirement for System for Award Management (SAM) Unless exempted from this requirement under 2 CFR 25.110, the prime recipient must remain registered and maintain current information in SAM for the entire period of performance of the award. This includes providing information on the prime recipient's immediate and highest level owner and subsidiaries, as well as on all of its predecessors that have been awarded a Federal contract or Federal financial assistance agreements within the last three years, if applicable, until the prime recipient submits the final financial report required under this award or receives the final payment, whichever is later. This requires the prime recipient to review its information in SAM at least annually after the initial registration, and to update its information as soon as there are changes. Reviews and updates may be required more frequently due to changes in recipient information or as required by another award term.

B. Requirement for Unique Entity Identifier

If authorized to make subawards under this award, the prime recipient:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward until the entity has provided its unique entity identifier to the prime recipient.
2. Must not make a subaward to an entity unless the entity has provided its unique entity identifier to the prime recipient. Subrecipients are not required to obtain an active SAM registration, but must obtain a unique entity identifier.

C. Definitions

For purposes of this term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at <https://www.sam.gov>).
2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.
3. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following for purposes of this part:
 - a. A foreign organization;
 - b. A foreign public entity;
 - c. A domestic for-profit organization; and
 - d. A Federal agency.
4. Subaward has the meaning given in 2 CFR 200.1.
5. Subrecipient has the meaning given in 2 CFR 200.1.

FINAL INCURRED COST AUDIT (DECEMBER 2014)

In accordance with 2 CFR Part 200 as amended by 2 CFR Part 910, DOE reserves the right to initiate a final incurred cost audit on this award. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

INDEMNITY

The Recipient must include the following indemnity provision in any sub-awards to eligible entities performing the resilience projects at any tier:

The **Recipient** shall indemnify the Government and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of Government officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

LOBBYING RESTRICTIONS (MARCH 2012)

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

CORPORATE FELONY CONVICTION AND FEDERAL TAX LIABILITY ASSURANCES (MARCH 2014)

By entering into this agreement, the undersigned attests that Illinois Finance Authority has not been convicted of a felony criminal violation under Federal law in the 24 months preceding the date of signature.

The undersigned further attests that Illinois Finance Authority does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

For purposes of these assurances, the following definitions apply:

A Corporation includes any entity that has filed articles of incorporation in any of the 50 states, the District of Columbia, or the various territories of the United States [but not foreign corporations]. It includes both for-profit and non-profit organizations.

NONDISCLOSURE AND CONFIDENTIALITY AGREEMENTS ASSURANCES (JUNE 2015)

(1) By entering into this agreement, the undersigned attests that Illinois Finance Authority does not and will not require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The undersigned further attests that does not and will not use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

a. "These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling."

b. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

c. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE (DECEMBER 2015)

a. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

b. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
2. Reached its final disposition during the most recent five year period; and
3. Is one of the following:

(A) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(C) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(D) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

c. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

d. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

e. Definitions

For purposes of this award term and condition:

1. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or A. Reporting of Matters Related to Recipient Integrity and Performance.

2. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

3. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(A) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(B) The value of all expected funding increments under a Federal award and options, even if not yet

EXPORT CONTROL (MARCH 2023)

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as “Export Controls.” The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under the award, including subrecipient work.

The Recipient must immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (MARCH 2023)

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

PROHIBITION RELATED TO FOREIGN GOVERNMENT-SPONSORED TALENT RECRUITMENT PROGRAMS (MARCH 2023)

A. Prohibition

Persons participating in a *Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk* are prohibited from participating in this Award. The Recipient must exercise ongoing due diligence to reasonably ensure that no individuals participating on the DOE-funded project are participating in a *Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk*. Consequences for violations of this prohibition will be determined according to applicable law, regulations, and policy. Further, the Recipient must notify DOE within five (5) business days upon learning that an owner of the Recipient or subrecipient or individual on the project team is or is believed to be participating in a *Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk*. DOE may modify and add requirements related to this prohibition to the extent required by law.

B. Definitions

1. **Foreign Government-Sponsored Talent Recruitment Program.** An effort directly or indirectly organized, managed, or funded by a foreign government, or a foreign government instrumentality or entity, to recruit science and technology professionals or students (regardless of citizenship or national origin, or whether having a full-time or part-time position). Some foreign government-sponsored talent recruitment programs operate with the intent to import or otherwise acquire from abroad, sometimes through illicit means, proprietary technology or software, unpublished data and methods, and intellectual property to further the military modernization goals and/or economic goals of a foreign government. Many, but not all, programs aim to incentivize the targeted individual to relocate physically to the foreign state for the above purpose. Some programs allow for or encourage continued employment at United States research facilities or receipt of federal research funds while concurrently working at and/or receiving compensation from a foreign institution, and some direct participants not to disclose their participation to U.S. entities. Compensation could take many forms including cash, research funding, complimentary foreign travel, honorific titles, career advancement opportunities, promised future compensation, or other types of remuneration or consideration, including in-kind compensation.
2. **Foreign Country of Risk.** DOE has designated the following countries as foreign countries of risk: Iran, North Korea, Russia, and China. This list is subject to change.

IMPLEMENTATION OF EXECUTIVE ORDER 13798, PROMOTING FREE SPEECH AND RELIGIOUS LIBERTY (NOVEMBER 2020)

States, local governments, or other public entities may not condition sub-awards in a manner that would discriminate, or disadvantage sub-recipients based on their religious character.

INTERIM CONFLICT OF INTEREST REQUIREMENTS FOR FINANCIAL ASSISTANCE (MARCH 2023)

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at <https://www.energy.gov/management/departments-energy-interim-conflict-interest-policy-requirements-financial-assistance>. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term "Investigator" means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or

proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE's interim COI Policy.

FRAUD, WASTE AND ABUSE (MARCH 2023)

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

TRANSPARENCY OF FOREIGN CONNECTIONS (MARCH 2023)

During the term of the Award, the Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient or subrecipients:

1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or subrecipients that increases foreign ownership related to a country of risk;
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.

FOREIGN COLLABORATION CONSIDERATIONS (MARCH 2023)

- A. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.
- B. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.
- C. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.

BUY AMERICAN REQUIREMENTS FOR INFRASTRUCTURE PROJECTS (MARCH 2023)**A. Definitions**

Components are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

Construction Materials are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or engineered wood products.

Domestic Content Procurement Preference Requirement- means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—

- (A) all iron and steel used in the project are produced in the United States;
- (B) the manufactured products used in the project are produced in the United States; or
- (C) the construction materials used in the project are produced in the United States.

Also referred to as the Buy America Requirement.

Infrastructure includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy -including electric vehicle (EV) charging.

The term “infrastructure” should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

Manufactured Products are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials’ aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Primarily of iron or steel means greater than 50% iron or steel, measured by cost.

Project- means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Public- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered “public” if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be “utilized primarily for a public purpose” if it is privately operated on behalf of the public or is a place of public accommodation.

B. Buy America Requirement

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

C. Certification of Compliance

The Recipient must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this Award.

The Recipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the Recipient. The Recipient must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

D. Waivers

When necessary, the Recipient may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the Contracting Officer. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

1. Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;
2. Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid

- the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

The Recipient should consider using the following principles as minimum requirements contained in their waiver request:

- **Time-limited:** Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is “non-available” is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver (“non-availability”) has not changed (e.g., domestic supplies have become more available).
- **Targeted:** Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.
- **Conditional:** The Recipient may request a waiver with specific conditions that support the policies of IIJA/BABA and Executive Order 14017.

DOE may request, and the Recipient must provide, additional information for consideration of this waiver. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOE's final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

REPORTING, TRACKING AND SEGREGATION OF INCURRED COSTS (MARCH 2023)

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL. Funding provided through the BIL that is supplemental to an existing grant or cooperative agreement is one-time funding.

DAVIS-BACON REQUIREMENTS (MARCH 2023)

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the “Davis-Bacon Act” (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair work in excess of \$2000 on projects funded directly by or assisted in whole or in part by and through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all of the Davis-Bacon Act requirements, including but not limited to:

- (1) ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts or subrecipient awards.
- (2) being responsible for compliance by any subcontractor or subrecipient with the Davis-Bacon labor standards.
- (3) receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.
- (4) maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).
- (5) conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and subrecipients and as requested or directed by the DOE.
- (6) cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.
- (7) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.
- (8) notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, subrecipient, contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.
- (9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (<https://doeibenefits2.energy.gov>) or its successor system.

The Recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at <https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>.

The Department of Energy has contracted with a third-party DBA electronic payroll compliance software application. The Recipient must ensure the timely electronic submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

Davis Bacon Act Electronic Certified Payroll Submission Waiver

A waiver must be granted before the award starts. The applicant does not have the right to appeal DOE's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see <https://www.dol.gov/agencies/whd/government-contracts/construction> and <https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>.

AFFIRMATIVE ACTION AND PAY TRANSPARENCY REQUIREMENTS (MARCH 2023)

All federally assisted construction contracts exceeding \$10,000 annually will be subject to the requirements of Executive Order 11246:

- (1) Recipients, subrecipients, and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.
- (2) Recipients and Contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.
- (3) Recipients, subrecipients, contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide¹ should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors and subcontractors must take.

For construction projects valued at \$35 million or more and lasting more than one year, Recipients, contractors, or subcontractors may be selected by OFCCP as a mega construction project. If selected, DOE, under relevant legal authorities including Sections 205 and 303(a) of Executive Order 11246, will require participation as a condition of the award. This program offers extensive compliance assistance with EO 11246. For more information regarding this program, see

POTENTIALLY DUPLICATIVE FUNDING NOTICE (MARCH 2023)

If the Recipient or subrecipients have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

¹ See OFCCP's Technical Assistance Guide at:

<https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msockid=9e397d68c4b111ec9d8e6fecb6c710ec>

Also see the National Policy Assurances <http://www.nsf.gov/awards/managing/rtc.jsp>.

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Michelle Carlisle

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

PHONE NUMBER: x-2626

FISCAL IMPACT: -1,127,470.00

SUGGESTED TITLE: Accepting Grant / grant tile & # / vendor / dollar amount / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: Illinois Finance Authority VENDOR NO: -

CONTRACT TERM: _____ Change in Scope Yes No

CONTRACT AMOUNT: -1,127,470.00 - _____ - _____
 (Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one)

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

Previous Ord #'s -

Is Purchasing Agent approval required? No Yes

Is Purchasing Agent approval attached? No Yes

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1	102	100	8236	CW77	1,127,470.00
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

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

STAFF ANALYSIS

Accepts U.S. Department of Energy's Federal Formula Grant Funding: Section 40101(d) - Preventing Outages and Enhancing the Resilience of the Electric Grid Opportunity CSFA #: 560-00-3393 from the Illinois Finance Authority in the amount of \$1,127,470.00

FUNDS CHECK BY: Dakota Capranica
Digitally signed by Dakota Capranica
 Date: 2025.09.02 09:27:00 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Doug Brown
Digitally signed by Doug Brown
 Date: 2025.09.02 08:45:55 -05'00'

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

2025-576

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

[Signature]
 (Director of OBM)

AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$32,845.00 FOR THE OFFICE PUBLIC WORKS

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

WHEREAS, the Office of Public Works has received reimbursement of a damaged asphalt hot box that needs to be moved back into Public Works expense line; and

WHEREAS, the Office of Public Works is requesting a supplemental appropriation of \$32,845.00 to purchase a new piece of equipment.

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 \$32,845.00 for the Office of Public Works to facilitate current and future demolition expenses.

Section 2: That the Office of Budget and Management is hereby directed to effectuate this supplemental appropriation for the Office of Public Works as follows:

FROM ACCOUNT	AMOUNT
001-101-MAYR-ADMN-0050	\$32,845.00
INTO ACCOUNT	AMOUNT
001-110-WORK-GARA-1504	\$32,845.00

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

Section 4: That this ordinance shall become effective from and after its passage, publication and recording by the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025


RECORDED: _____, 2025

Mayor Misty Buscher

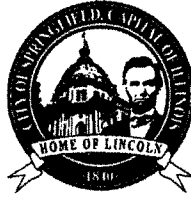
ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 9-8-25
Office of Corporation Counsel/Date

Sr. Assistant Corporation Counsel
Steven C. Rahn
Kateah McMasters
Michael Hampleman- Corporation
Counsel Police Advisor



Rm. 313 Municipal Center East
800 East Monroe Street
Springfield, IL 62701-1689

Assistant Corporation Counsel
Charles Munson
Emily Rosenberger
Charles Kenney

**OFFICE OF CORPORATION COUNSEL
CITY OF SPRINGFIELD, ILLINOIS**

Phone: (217) 789-2393

**GREGORY E. MOREDOCK
Corporation Counsel**

June 30, 2025

William Pryor
3311 Grassmere Drive
Springfield, Illinois 62711

Re: S25-50057

Dear Mr. Pryor:

You were the driver responsible for damages in the above-referenced incident. The following City of Springfield property was damaged in that accident:

Public Works Hot box **Amount due: \$32,845.00**

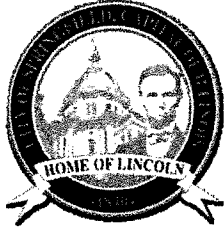
Please submit your payment made out to the City of Springfield for the total amount due to the above address and within **ten days**. Reference case number AP20250618120 on your check or money order payable to the "City of Springfield", please reach out to public Works Department Jeff Clatfelter 789-2246 ext. 2338 regarding this matter, you are responsible for contacting your insured as well in this matter. Enclosed is a prepared estimate of cost for damages to the hot box Used on the CWLP truck.

If you are unable to pay the full amount within **ten days**, contact me to make payment arrangements. A copy of this Letter will be sent to your insured

Sincerely,

Steven Rahn
Risk Management Division

2025-377



City of Springfield
Office of City Treasurer
Colleen Redpath Feger, Treasurer

Treasurer's Receipt

Received From: William Pryor

Receipt Number: 215400

Process Date: 08/19/2025

Date Received: 08/19/2025

Receipt Total: 32,845.00

Total in Cash: 0.00

Total in Checks: 32,845.00

Total in Credit Cards: 0.00

EFT Credit Bureau: 0.00

Total in Credits: 0.00

Total in Transfers: 0.00

Total in ACH: 0.00

Refund Due: 0.00

Change Due: 0.00

Check Number(s): 62153261

Comments: COS risk case AP20250618120

FAC

32,845.00

ADMINISTRATIVE COURT FINES

Payment Information:

	Date Issued	Payment Amount	Account Code
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2025-377

Claim Number: 85-0080184705

Full and Final Release

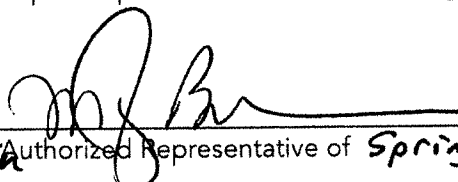
For sole consideration of Thirty two thousand eight hundred forty five and zero cents /100 dollars (\$32,845). To me/us in hand paid by WILLIAM PRYOR, ANDREAnullPRYOR, and Allmerica Financial Alliance Insurance Company receipt of which is hereby acknowledged I/we, being of legal age, do for City of Springfield's heirs, executors, administrators, successors, and assigns hereby release and discharge WILLIAM PRYOR, ANDREAnullPRYOR, The Hanover Insurance Group and Allmerica Financial Alliance Insurance Company together with their family members, heirs, successors and assigns, employees and agents, partnerships, associations, corporations, from any and all claims, demands and actions which I/we now have or may have arising out of any and past present and future determined property damages, damages, expenses, and any loss or damage resulting or to result from an accident occurring on or about the 18th day of June, 2025 at or near 7th Street near Madison Street Springfield Illinois including all expenses, costs, fees and legal bills.

It is further understood that the injuries and damages and the legal liability therefore are disputed and denied, and that this release is to compromise and terminate all claims for both known and unknown injuries and damages of whatever nature, including all future developments thereof, in any way growing our of or connected with or which may hereafter in any way growing out of or be connected with said accident, and that all agreements and understandings between the parties in reference thereto are embodied herein.

It is further agreed that in the event the parties herein released may be liable, by way of contribution, indemnity or otherwise, to any other parties as a result of this accident, that the execution of this agreement shall operate as a satisfaction or my/our claims against such other parties to the extent that such other parties are or may be entitled to recover by way of contribution, indemnity or otherwise from the parties herein released.

It is further agreed that the undersigned agrees to indemnify and save harmless the parties herein release from all further claims or demands, costs or expenses arising out of the damage sustained by me/us and arising out of the damages occurring at 7th Street near Madison Street Springfield Illinois.

I/we hereby order that the above sum, or the specific parts thereof hereafter designated shall be paid by the payor direct to City of Springfield.

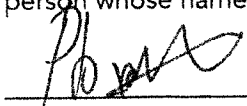

Authorized Representative of Springfield

Mayor

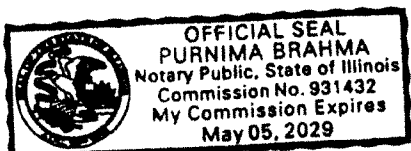
State of Illinois

County of Sangamon

On this 7th day of August, 2025, before me, the undersigned notary public, personally appeared Misty Buscher (name of document signer), proved to me through satisfactory evidence of identification, which were verified, to be the person whose name is signed on the preceding or attached document in my presence.



(official signature and seal of notary)



Claim Number: 85-0080184705

Full and Final Release

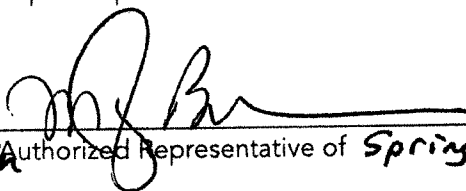
For sole consideration of Thirty two thousand eight hundred forty five and zero cents /100 dollars (\$32,845). To me/us in hand paid by WILLIAM PRYOR, ANDREAnullPRYOR, and Allmerica Financial Alliance Insurance Company receipt of which is hereby acknowledged I/we, being of legal age, do for City of Springfield's heirs, executors, administrators, successors, and assigns hereby release and discharge WILLIAM PRYOR, ANDREAnullPRYOR, The Hanover Insurance Group and Allmerica Financial Alliance Insurance Company together with their family members, heirs, successors and assigns, employees and agents, partnerships, associations, corporations, from any and all claims, demands and actions which I/we now have or may have arising out of any and past present and future determined property damages, damages, expenses, and any loss or damage resulting or to result from an accident occurring on or about the 18th day of June, 2025 at or near 7th Street near Madison Street Springfield Illinois including all expenses, costs, fees and legal bills.

It is further understood that the injuries and damages and the legal liability therefore are disputed and denied, and that this release is to compromise and terminate all claims for both known and unknown injuries and damages of whatever nature, including all future developments thereof, in any way growing our of or connected with or which may hereafter in any way growing out of or be connected with said accident, and that all agreements and understandings between the parties in reference thereto are embodied herein.

It is further agreed that in the event the parties herein released may be liable, by way of contribution, indemnity or otherwise, to any other parties as a result of this accident, that the execution of this agreement shall operate as a satisfaction or my/our claims against such other parties to the extent that such other parties are or may be entitled to recover by way of contribution, indemnity or otherwise from the parties herein released.

It is further agreed that the undersigned agrees to indemnify and save harmless the parties herein release from all further claims or demands, costs or expenses arising out of the damage sustained by me/us and arising out of the damages occurring at 7th Street near Madison Street Springfield Illinois.

I/we hereby order that the above sum, or the specific parts thereof hereafter designated shall be paid by the payor direct to City of Springfield.

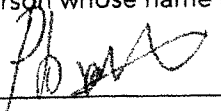

Authorized Representative of Springfield

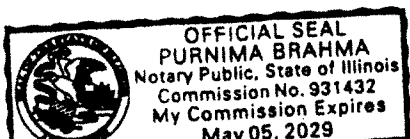
Mayor

State of Illinois

County of Sangamon

On this 7th day of August, 2025, before me, the undersigned notary public, personally appeared Misty Buscher (name of document signer), proved to me through satisfactory evidence of identification, which were verified, to be the person whose name is signed on the preceding or attached document in my presence.

 (official signature and seal of notary)



Claim Number: 85-0080184705

Full and Final Release

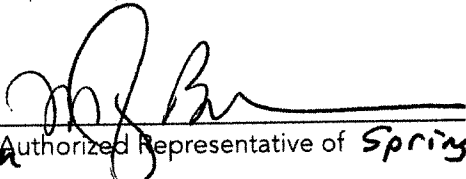
For sole consideration of Thirty two thousand eight hundred forty five and zero cents /100 dollars (\$32,845). To me/us in hand paid by WILLIAM PRYOR, ANDREAnullPRYOR, and Allmerica Financial Alliance Insurance Company receipt of which is hereby acknowledged I/we, being of legal age, do for City of Springfield's heirs, executors, administrators, successors, and assigns hereby release and discharge WILLIAM PRYOR, ANDREAnullPRYOR, The Hanover Insurance Group and Allmerica Financial Alliance Insurance Company together with their family members, heirs, successors and assigns, employees and agents, partnerships, associations, corporations, from any and all claims, demands and actions which I/we now have or may have arising out of any and past present and future determined property damages, damages, expenses, and any loss or damage resulting or to result from an accident occurring on or about the 18th day of June, 2025 at or near 7th Street near Madison Street Springfield Illinois including all expenses, costs, fees and legal bills.

It is further understood that the injuries and damages and the legal liability therefore are disputed and denied, and that this release is to compromise and terminate all claims for both known and unknown injuries and damages of whatever nature, including all future developments thereof, in any way growing our of or connected with or which may hereafter in any way growing out of or be connected with said accident, and that all agreements and understandings between the parties in reference thereto are embodied herein.

It is further agreed that in the event the parties herein released may be liable, by way of contribution, indemnity or otherwise, to any other parties as a result of this accident, that the execution of this agreement shall operate as a satisfaction or my/our claims against such other parties to the extent that such other parties are or may be entitled to recover by way of contribution, indemnity or otherwise from the parties herein released.

It is further agreed that the undersigned agrees to indemnify and save harmless the parties herein release from all further claims or demands, costs or expenses arising out of the damage sustained by me/us and arising out of the damages occurring at 7th Street near Madison Street Springfield Illinois.

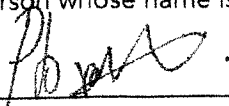
I/we hereby order that the above sum, or the specific parts thereof hereafter designated shall be paid by the payor direct to City of Springfield.

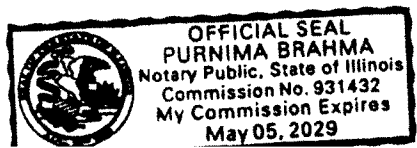

Authorized Representative of Springfield
Mayor

State of Illinois

County of Sangamon

On this 7th day of August, 2025, before me, the undersigned notary public, personally appeared Misty Buscher (name of document signer), proved to me through satisfactory evidence of identification, which were verified, to be the person whose name is signed on the preceding or attached document in my presence.

 (official signature and seal of notary)





BY-PASS AUTO BODY
2300 CLEAR LAKE
SPRINGFIELD, ILLINOIS 62703

We specialize in satisfied customers

BITSCHENAUER - OWNER

UNIBODY
SPECIALISTS

Phone: 544-1965 or 544-

FAX # 544-1973

APPRaiser Joe Catalano OWNER City of Springfield Public Works DATE _____ LIC. NO. _____
LOCATION OF CAR _____ MAKE _____ YEAR _____ STYLE _____ MODEL _____
CUST. PHONE NO. _____ SERIAL NO. _____ MILEAGE _____ INS. CO. _____

FRONT	Labor \$ Labor Hrs. Parts	LEFT	Labor \$ Labor Hrs. Parts	RIGHT	Labor \$ Labor Hrs. Parts
Bumper, Upper		Fender, Frt.		Fender, Frt.	
Bumper, Lower		Fender, Shield		Fender Shield	
Bumper, End		Fender Name Plate		Fender Name Plate	
Bumper Brkt.		Fender Orn.		Fender Orn.	
Bumper Gd.		Fender, Midg.		Fender Apron	
MLD		Headlamp		Headlamp	
Frt. System		Headlamp Door		Headlamp Door	
Unibody		Sealed Beerb		Sealed Beam	
Cross Member		Park. Light		Park. Light	
Stabilizer		Park. Lens		Park. Lens	
Wheel		Cowl		Cowl	
Hub Cap-Disc		Windshield			
Hub & Drum		Door, Front		Door, Front	
Knuckle		Door Panel		Door Panel	
Knuckle Sup.		Door Hinge		Door Hinge	
Lr. Cont. Arm		Door Glass		Door Glass	
		Vent Glass		Vent Glass	
Up. Cont. Arm		Door Midg.		Door Midg.	
Shock		Door Handle		Door Handle	
Spring		Door Lock Assy.		Door Lock Assy.	
Tie Rod		Door Lock Cyl.		Door Lock Cyl.	
Steering Gear		Center Post		Center Post	
Power Steering		Door Rear		Door Rear	
Steering Wheel		Door Glass		Door Glass	
Horn Ring		Door Midg.		Door Midg.	
Gravel Shield		Rocker Panel		Rocker Panel	
Rad. Grille		Rocker Midg.		Rocker Midg.	
Rad. Grille Ext.		Floor			
Rad. Grille Midg.		Quar. Housing		Quar. Housing	
Rad. Grille Tie Bar		Quar. Panel		Quar. Panel	
Header Panel		Quar. Ext.		Quar. Ext.	
		Quar. Side Midg.		Quar. Side Midg.	
		Quar. Glass		Quar. Glass	
		Quar. Bead Midg.		Quar. W/O Midg.	
Name Plate		Fender Midg.		Fender Midg.	
Horn		Tail Light Door		Tail Light Door	
Baffle, Side		Tail Light Lens		Tail Light Lens	
Baffle, Lower		Tail Light Assy.		Tail Light Assy.	
Baffle, Upper		Back Up Light		Back Up Light	
Lock Plate, Lr.		REAR		MISC.	
Lock Plate, Up.		Bumper, Upper		Inst. Panel	
Hood Top		Bumper, Lower		Front Seat	
Hood Hinge		Bumper, End		Top	
Hood Midg.		Bumper Brkt.		Head Lining	
Ornament		Bumper Gd.		Tire % Worn	
Rad. Sup.		Spec. Gd.		Paint & Material	
Rad. Core		Gravel Shield		Undercoat	
Anti-Freeze		Lower Panel		Aerial	
Rad. Hoses		Floor		Paint Code	
Fan Blade		Trunk Lid		Clearcoat	
Fan Belt		Trunk Midg.		Blend	
Water Pump		Trunk Lock Cyl.		TOTAL LABOR	
Motor Mts.		Lic. Light		TOTAL PARTS	
Trans. Link		Tailpipe		TOWING & STORAGE	
		Tailpipe Bracket		SUBLET	
		Gas Tank		PAINT TIME	
		Frame		MATERIAL	
		Wheel			
		Hub & Drum			
		Axle		TOTAL	
		Spring		TAX	
				TOTAL AMOUNT	

NOT REPAIRABLE

THIS PLACE OF BUSINESS IS LICENSED BY THE SECRETARY OF STATE #UDL1588 EXPIRATION DATE DEC. PURSUANT TO ILLINOIS REVISED STATUTES, CHAPTER 95, SECTION 5-301. ANY COMPLAINTS AS TO THE

WORK AUTHORIZED BY

TOTAL AMOUNT

K M INTERNATIONAL
NORTH BRANCH MI 48461

KMII QUOTE

Date	Estimate #
9/23/2024	37591

Name / Address
SPRINGFIELD IL, CITY OF 301 N 17TH ST. SPRINGFIELD, IL 62702

Ship To
SPRINGFIELD IL, CITY OF 301 N 17TH ST. SPRINGFIELD, IL 62702

P.O. No.	Terms	Rep
	Net 30	CC

Delivery
PO+ 30 DAYS

Item	Description	Qty	Cost	Total
FREIGHT - NORTH BRANCH	FOB - DOOR NORTH BRANCH. MI 48461 TO DOOR XXXXXX	1	1,750.00	1,750.00

Tax Indemnification. Buyer shall pay, and indemnify and hold Seller, and its Affiliates, and all officers, directors, employees and agents harmless from and against, any taxes that may at any time be asserted in respect of the transactions described in this purchase order, or the Buyer's use or possession of the equipment that is the subject of this purchase order (including any sales, use, receipts, value added, occupation, excise, personal property, privilege or license taxes, or any withholdings, but not including taxes imposed upon Seller with respect to its overall net income) and costs, expenses and reasonable counsel fees in defending against the same, whether arising by reason of the Buyer's purchase, use or possession of the equipment or otherwise. Prices subject to change based on CPI

Total	\$32,845.00
--------------	--------------------

Phone #	Fax #
(810) 688-1234	(810) 688-8765

Quoted By: _____

Accepted _____

Keizer-Morris International, Inc.

Please note that ALL WARRANTY PARTS must be returned to KMI within 7 business days of customer receipt in order for credit to be issued.

K M INTERNATIONAL
NORTH BRANCH MI 48461

KMII QUOTE

Date	Estimate #
9/23/2024	37591

Name / Address
SPRINGFIELD IL, CITY OF 301 N 17TH ST. SPRINGFIELD, IL 62702

Ship To
SPRINGFIELD IL, CITY OF 301 N 17TH ST. SPRINGFIELD, IL 62702

P.O. No.	Terms	Rep	Delivery
	Net 30	CC	PO+ 30 DAYS

Item	Description	Qty	Cost	Total
KM 4000TEDD C2M3	KM 4000TEDD C2M3 - 2 TON ASPHALT HOTBOX/RECLAIMER DIESEL FIRED HYDRAULIC DUMP TRAILER WITH ELECTRIC BRAKES	1	26,625.00	26,625.00
LIGHT, STROBE (4000)	KM 4000 STROBE; AMBER STROBE LIGHT, 6" DOME, MOUNTED SWITCHED (FORMERLY 3000 SERIES - NOW 4200 SERIES)	1	380.00	380.00
LIGHT BAR (4000)	KM 4000 LIGHT BAR; DIRECTIONAL SPLIT ARROW BOARD & CONTROLLER	1	1,820.00	1,820.00
SOLVENT TANK	SOLVENT TANK OPTION, 7 GAL, LATCHED HINGED LID, 3/4" BOTTOM	1	470.00	470.00
TOOL RACK (4000) - 4 HOLE	TOOL RACK - FOUR POSITION RACK, MOUNTED ON KM4000 TRAILER	1	370.00	370.00
SPARE TIRE MOUNTED OPTION	SPARE TIRE MOUNTED OPTION; 4000/8000	1	655.00	655.00
BATTERY, SUPPLEMENTAL (DIE...)	SECONDARY SUPPLEMENTAL BATTERY TO SUPPORT TRAILER OPTIONS ON DIESELS OPTION MAY REQUIRE AFTER MARKET INSTALLATION SERVICE	1	625.00	625.00
HANDLING	HANDLING/PACKAGING AND/OR CRATE CHARGES	1	150.00	150.00

Tax Indemnification. Buyer shall pay, and indemnify and hold Seller, and its Affiliates, and all officers, directors, employees and agents harmless from and against, any taxes that may at any time be asserted in respect of the transactions described in this purchase order, or the Buyer's use or possession of the equipment that is the subject of this purchase order (including any sales, use, receipts, value added, occupation, excise, personal property, privilege or license taxes, or any withholdings, but not including taxes imposed upon Seller with respect to its overall net income) and costs, expenses and reasonable counsel fees in defending against the same, whether arising by reason of the Buyer's purchase, use or possession of the equipment or otherwise. Prices subject to change based on CPI

Total

Phone #	Fax #
(810) 688-1234	(810) 688-8765

Quoted By: _____

Accepted

Please note that ALL WARRANTY PARTS must be returned to KMI within 7 business days of customer receipt in order for credit to be issued.

ORDINANCE FACT SHEET

REQUEST FORM NO: _____
 DATE OF 1ST READING: 9/16/2025

OFFICE REQUESTING: Public Works

CONTACT PERSON: Matt Gairani
 PHONE NUMBER: _____

EMERGENCY PASSAGE: No Yes If yes, explain justification.

TYPE OF ORDINANCE: Supplemental Appropriation FISCAL IMPACT: \$32,845.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$32,845.00 FOR THE OFFICE OF PUBLIC WORKS.

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

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: _____ CONTRACT # _____ Change in Scope Yes No

CONTRACT AMOUNT:

(Original amount if change order)

Change Order #

Additional Amount

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

Low Bid Other: Supplemental Appropriation 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	001	101	MAYR	ADMN	0050	\$32,845.00
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	110	WORK	GARA	1504	\$32,845.00
2						
3						
4						

FUNDS CHECK BY: [Signature] Date: 8/27/25
 DIRECTOR / SUPERVISOR SIGNATURE: [Signature] Date: 27 Aug 25
 CITY PURCHASING AGENT: [Signature] Date: 9-27-25

COMMENTS

An ordinance authorizing a supplemental appropriation moving funds recived for reimbursement of a damaged asphalt hot box back into Public Works equipment expense line to purchase a new piece of equipment..

SIGN OFF:

[Signature]
 (Mayor's Signature)

[Signature]
 (Director of OBM)

AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "E" LIQUOR LICENSES BY ONE FOR LDPOPE INC., D/B/A PARKWAY CAFE, LOCATED AT 2715 N. DIRKSEN PARKWAY

WHEREAS, LDPOPE, Inc., has applied for a Class "E" liquor license for the business known as Parkway Cafe, located at 2715 N. Dirksen Parkway; and

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

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

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

Section 1: That the City Council hereby approves an increase in the number of Class "E" liquor licenses by one for LDPOPE Inc., d/b/a Parkway Cafe, located at 2715 N. Dirksen Parkway.

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 Buser

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested By: Mayor Misty Buser



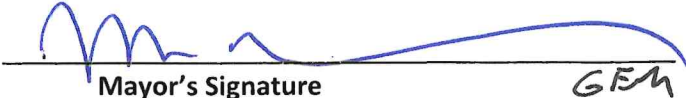
Office of the Corporation Counsel / Date 9-8-25

**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
9/16/2025	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	LDPOPE Inc. dba Parkway Café		
LOCATION:	2715 N. Dirksen Parkway		
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 with beer and wine		

Column1	Column2	Column3	Column4
	AA	Tavern license with packaged sales	2:00 a.m.
	A	Tavern license - NO packaged sales	2:00 a.m.
	B	Packaged sales	2:00 a.m.
	B1	Packaged sales	10:00 p.m.
	C	Packaged beer and wine only	2:00 a.m.
	C1	Packaged beer and wine only	10:00 p.m.
	D	In conjunction with restaurant	2:00 a.m.
I	E	In conjunction with restaurant - beer and wine only	2:00 a.m.
	F	Nightclub with packaged sales	2:00 a.m.
	F1	Nightclub - NO packaged sales	2:00 a.m.
	G	Clubs - NO packaged sales	2:00 a.m.
	H	Convention Center - NO packaged sales	2:00 a.m.
	I	Rental Halls - NO packaged sales	2:00 a.m.
	J	Golf Course / Club House - with packaged sales	2:00 a.m.
	K	Hotel - full service - with packaged sales	2:00 a.m.
	L	Hotel - limited service - NO packaged sales	200 a.m.
	M	Supper Club - NO packaged sales	2:00 a.m.
	N	Restaurants - Class E or D - beer & wine only as package	
	O	Movie theaters	2:00 a.m.

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

SIGN OFF:  _____
Mayor's Signature GM Date

AN ORDINANCE TO DECREASE THE NUMBER OF CLASS "AA" LIQUOR LICENSES BY ONE DUE TO CLOSURE OF BUSINESS BY TERRA FERMENT, LLC D/B/A TERRA FERMENT LOCATED AT 204 S. 6TH STREET

WHEREAS, Terra Ferment, LLC currently holds a Class "AA" liquor license for the business known as Terra Ferment located at 204 S. 6th Street and desires to relinquish the Class "AA" liquor license; and

WHEREAS, the owner has closed the business; and

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

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

Section 1: That the City Council hereby approves a decrease in the number of Class "AA" 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





Office of Corporation Counsel / Date 9-8-25

**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
09/16/2025	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Terra Ferment LLC dba Terra Ferment		
LOCATION:	204 S. 6 th St.		
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	Business closed		

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

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

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

2025-379

AN ORDINANCE TO DECREASE THE NUMBER OF CLASS "C" LIQUOR LICENSES BY ONE AND INCREASE THE NUMBER OF CLASS "B" LIQUOR LICENSES BY ONE FOR CASEY'S RETAIL COMPANY D/B/A CASEY'S GENERAL STORE #2285, LOCATED AT 3001 RIDGE AVE.

WHEREAS, Casey's Retail Company currently holds a Class "C" liquor license for the business known as Casey's General Store #2285, located at 3001 Ridge Ave.; and

WHEREAS, Casey's Retail Company desires to relinquish its Class "C" liquor licenses and has applied for Class "B" liquor license for Casey's General Store #2285 located at 3001 Ridge Ave.; and

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

WHEREAS, it is necessary to control the number of liquor licenses authorized per classification pursuant to 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 "C" liquor licenses by one and approves an increase in the number of Class "B" 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

 9-8-25
Office of Corporation Counsel/Date

**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
9/16/2025	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Casey's Retail Company d/b/a Casey's General Store #2285		
LOCATION:	3001 Ridge Ave.		
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	Decrease Class "C" beer and Wine only and add Class "B" to allow liquor sales as package only		

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

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

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

2025-380

AN ORDINANCE AUTHORIZING THE TRANSFER OF APPROPRIATION AUTHORITY FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT FROM ONE ACCOUNT TO ANOTHER IN THE AMOUNT OF \$900,000.00 FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT

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 Office of Planning and Economic Development finds it necessary to transfer appropriation authority for the community development block grant from one account to another in the amount of \$900,000.00; and

WHEREAS, this will accommodate the FY26 contractual services payments which is driven by IRS tax code.

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 the transfer of appropriation authority for the community development block grant from one account to another in the amount of \$900,000.00 for the Office of Planning and Economic Development.

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

FROM ACCOUNT	AMOUNT
001-111-DEVL-CDBG-2110	\$900,000.00
 TO ACCOUNTS	 AMOUNTS
001-111-DEVL-CDBG-1232	\$900,000.00

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 9-8-25
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: OPED

CONTACT PERSON: Courtney Heinzl

PHONE NUMBER: 217-789-2191 x6203

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

FISCAL IMPACT: _____

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING THE TRANSFER OF APPROPRIATION AUTHORITY FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT IN THE AMOUNT OF \$900,000.00 FROM EXPENSE LINE 2110 TO EXPENSE LINE 1232 FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT

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: Transfer Ord
- 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)

Transfer From - Expense Line						
Fund	Agency	Org	Activity	Object	Amount	
1	001	111	DEVL	CDBG	2110	900,000.00
2						
3						
4						

Transfer To - Expense Line						
Fund	Agency	Org	Activity	Object	Amount	
1	001	111	DEVL	CDBG	1232	900,000.00
2						
3						
4						

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

STAFF ANALYSIS

This ordinance will authorize a transfer of appropriation authority of \$900,000.00 from expense line 2110 to 1232. This ordinance will accommodate the FY 2026 contractual services payments for the Community Development Block Grant. The designation of contractual payment expenses is driven by IRS tax code. For FY26, grant awards being paid directly to contractors are outpacing the direct payments to grantees.

FUNDS CHECK BY: Wingerter, Justin G.

Digitally signed by Wingerter, Justin G.
DN: cn=Wingerter, Justin G., o=City of Champaign, ou=City of Champaign, email=Justin.Wingerter@champaign.il.us
Date: 2025.08.28 14:56:40 -0500

Date: _____

DIRECTOR / SUPERVISOR: Rasing, Amy A.

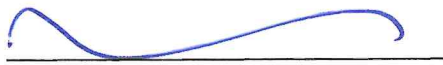
Digitally signed by Rasing, Amy A.
Date: 2025.08.28 12:13:24 -0500

Date: _____

CITY PURCHASING AGENT:

Date: _____

SIGN OFF:


(Mayor's Signature) *GFW*

Egizii, Jeff

Digitally signed by Egizii, Jeff
Date: 2025.08.28 15:35:32 -0500

(Director of OBM)

The information supplied on this form is not confidential information.

2025-381

AN ORDINANCE AUTHORIZING PAYMENT OF \$199,947.00 TO ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC. FOR RENEWAL OF THE ANNUAL PREMIUM FOR COVERAGE OF CERTAIN COMMERCIAL PROPERTIES 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, Arthur J. Gallagher Risk Management Services, Inc. is the broker for certain commercial properties; and

WHEREAS, covered sites and their valuations have been updated for coverage; and

WHEREAS, Gallagher recommended continuing our policy coverage through our existing provider Allianz, which provided the lowest cost and best coverage as outlined in the Executive Summary; and

WHEREAS, it is necessary to authorize payment of \$199,947.00 for renewal of the annual premium for coverage of certain commercial properties for the city of Springfield to Arthur J. Gallagher Risk Management Services, Inc. for the policy term beginning October 1, 2025, through September 30, 2026.

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

Section 1: That the City Council hereby authorizes payment of \$199,947.00 for renewal of the annual premium for coverage of certain commercial properties for the city of Springfield to Arthur J. Gallagher Risk Management Services, Inc.

Section 2: That the Office of Budget and Management is hereby authorized to make payment of \$199,947.00 to Arthur J. Gallagher Risk from account number 074-107-BMGT-PRCA-1225 for the annual premium beginning October 1, 2025, through September 30, 2026.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher



Office of Corporation Counsel /Date 9-8-25



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

MEMORANDUM

TO: Ramona Metzger
Office of Budget and Management

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: August 19, 2025

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet to Arthur J Gallagher Risk Management Services, Inc. professional services for the Annual Premium for Commercial Liability Coverage for the Office of Budget and Management.

Based on the information provided, I have determined that this vendor possesses a degree of professional skill and expertise in the required area. Pursuant to Section 38.42 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive Bids.



Gallagher

Insurance | Risk Management | Consulting

City Of Springfield Property Insurance Program -2025

Executive Summary

**Mayor Buscher, City Council Members, Budget Director Metzger, and Purchasing Director Lesko
August 18, 2025**

- **Scope of Service:**

The scope of service includes evaluating potential risks, identifying gaps in insurance coverage, improving positioning for coverage placement, and providing management insights on insurance coverages. The goal is to assist management in making informed decisions that positively impact the asset protection of the City of Springfield.

- The property insurance market, after many challenging quarters, has shown signs of improvement for well-managed risks. Large catastrophic (CAT) losses have significantly impacted the reinsurance market, leading to adjustments in rates and terms. Inflation continues to affect construction rebuild costs. The combination of rising rebuild costs and the scale of losses from natural disasters across the country and the world continues to influence terms, conditions, compliance requirements, and pricing. Please refer to the attached Summer Insurance Market Update for market averages.

- **Our renewal process includes the following:**

- Reviewing policy structure.
- Assessing terms and conditions for renewal.
- Conducting market surveys, loss control recommendations, and compliance evaluations.
- Reviewing property replacement costs (schedule of property reviewed by city staff).

- **Our recommendation:**

We continue to recommend Arch Underwriting-Allianz for the following reasons:

- Stability in the property marketplace with broad coverage options.
- Renewal without a wind-hail deductible. Deductible changes for the four largest buildings to \$200,000 (storm damage only), while property deductibles for all other buildings remain at \$50,000.
- Overall property rate decreases of 3% (benchmark: -3%+10.3%); property benchmark attached).
- Overall property valuation increase of 1% (\$1,199,474) across forty-one locations (schedule attached).
- Overall premium impact of -3%, including flood coverage premium.



Arch Underwriting - Allianz	Expiring Term Premium 2024-2025 Per Current Statement of values	Renewal Term Premium 2025-2026	Optional Term Premium 2025-2026 GovPro Property *
Total <u>Property Valuation</u>- Building – content-Extra Expense	\$193,960,750	\$195,160,224	
Property Premium	\$158,294	\$153,015	\$190,852
Earthquake Premium	\$5,300	\$5,275	Incl.
Flood Premium	\$22,750	\$22,548	Incl.
Equipment Breakdown Premium	\$15,308	\$14,536	Incl.
Terrorism Coverage Premium	\$4,748	\$4,591	\$10,000
Total Premium	\$206,130	\$199,947	\$200,852(indication)

We continue to make available to the City of Springfield the Gallagher CORE360 LEAD Portal that is utilized by many municipalities and corporations. This is at no cost as a Gallagher client.

I recommend the following items for consideration:

- CBIZ Valuation Group Should be consulted for property valuation update- last was 10-28-2020.
- New buildings added that are vacant, need vacancy policy or builders' risk if under construction. Policy coverage is excluded if the building is vacant. Please review.
- Option for future consideration- Layered Property program (Gov Pro Property Insurance) Launched 07/01/2025.
 - One Billion shared limit.
 - 47 insurance carriers share the risk.
 - Non-admitted (not covered under guaranty fund)
 - Broad coverage – manuscript form.



Gallagher

Insurance | Risk Management | Consulting

In conclusion, we achieved a very favorable renewal in terms, conditions, and pricing. We appreciate the opportunity to serve the City of Springfield's risk management needs. Our team of analysts continues to monitor the marketplace to keep you informed of ongoing market trends, enabling timely adjustments as needed. This will include a further review of the GovPro program, which was launched on 07/01/2025. If you have any questions, please feel free to contact me.

Regards,

Thomas J. Kavanagh
Area Vice President



Gallagher

Insurance | Risk Management | Consulting



City Of Springfield

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 10/01/25, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	Coverage/Carrier
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Property - \$199,947.00 Fireman's Fund Insurance Company
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	TRIA - Package
Optional Coverages:	
<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject	Property - \$190,852.00 Liberty Mutual Insurance Company (Gov-Pro)
<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject	TRIA - Package-\$10,000

Additional Recommended Coverages

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

Flood

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

Other Services to Consider

Yes No - CORE360™ STEP

Yes No - eRiskHub

Coverage Amendments and Notes:

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently

City Of Springfield

investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By: _____
Print Name (Specify Title)

Company

Signature 

Date: _____

Internal

Location #	Building #	Address	City	State	Zip	Construction Class	Year Built (YYYY)	# of Floors	Sq. Ft.	Business Real Property (Building)	Business Personal Property (Contents)	TIV
1	1	101 Beach House Circle	Springfield IL	62712	2	1935	2	13600	\$	2,580,000	\$	2,580,000
3	1	1144 W Woodland Ave	Springfield IL	62704	1	2010	1	1800	\$	420,817	-	\$
3	2	1144 W Woodland Ave	Springfield IL	62704	1	1980	1	3600	\$	750,194	-	\$
4	1	1351 Dickey Road	Rochester IL	62563	2	1950	1	1800	\$	455,261	-	\$
5	1	1401 Knotts St	Springfield IL	62703	3	1950	2	38800	\$	5,380,000	816,000	\$
6	1	1441 Monument Ave	Springfield IL	62702	1	1949	1	2450	\$	574,073	-	\$
6	2	1441 Monument Ave	Springfield IL	62702	2	1974	1	6700	\$	1,352,535	-	\$
6	3	1441 Monument Ave	Springfield IL	62702	2	1910	1	12150	\$	2,272,025	-	\$
6	4	1441 Monument Ave	Springfield IL	62702	2	1980	1	9600	\$	1,840,421	-	\$
6	5	1441 Monument Ave	Springfield IL	62702	4	2000	1	5600	\$	1,395,920	-	\$
7	1	1450 Groth	Springfield IL	62703	3	2005	1	2500	\$	591,555	-	\$
8	1	1475 Groth	Springfield IL	62703	3	1950	1	3300	\$	743,040	-	\$
8	2	1475 Groth	Springfield IL	62703	3	1990	1	6400	\$	1,314,427	-	\$
9	1	149 N Lakewood Dr	Chatham IL	62629	1	1980	1	3400	\$	717,028	-	\$
10	1	1500 S Glenwood Ave	Springfield IL	62704	4	1980	1	3000	\$	821,968	-	\$
11	1	1723 E Clay St	Springfield IL	62703	4	1954	1	4100	\$	1,080,666	-	\$
12	1	1805 Toronto Rd	Springfield IL	62712	2	1970	1	4800	\$	1,054,761	-	\$
13	1	1900 E Converse Ave	Springfield IL	62702	4	1954	1	2900	\$	808,406	-	\$
14	2	200 E Lake Shore Dr	Springfield IL	62712	1	1960	1	28000	\$	4,879,000	-	\$
14	3	200 E Lake Shore Dr	Springfield IL	62712	1	1960	1	1700	\$	402,945	-	\$
14	4	200 E Lake Shore Dr	Springfield IL	62712	2	1960	1	900	\$	246,638	-	\$
15	5	2051 W Monroe St	Springfield IL	62704	2	1967	1	9965	\$	838,344	-	\$
17	1	2156 S 9th St	Springfield IL	62703	4	1954	1	12655	\$	965,308	-	\$
18	1	222 N 17th St	Springfield IL	62702	3	1995	1	19400	\$	3,691,000	-	\$
19	1	2405 Chatham Rd	Springfield IL	62704	2	1963	1	3900	\$	855,298	-	\$
20	1	2730 Old Rochester Rd	Springfield IL	62703	3	1988	1	21000	\$	2,043,000	-	\$
20	2	2730 Old Rochester Rd	Springfield IL	62703	3	1988	1	22000	\$	4,406,300	-	\$
20	3	2730 Old Rochester Rd	Springfield IL	62703	4	1988	1	3700	\$	985,361	-	\$
20	4	2730 Old Rochester Rd	Springfield IL	62703	1	2005	1	1800	\$	420,817	-	\$
21	1	2810 Adlai Stevenson Dr	Springfield IL	62703	4	1966	1	3600	\$	956,272	-	\$
21	2	2810 Adlai Stevenson Dr	Springfield IL	62703	6	1990	4	1600	\$	596,673	-	\$
21	3	2810 Adlai Stevenson Dr	Springfield IL	62703	1	1966	1	400	\$	141,156	-	\$
22	1	2925 S Koke Mill Rd	Springfield IL	62711	2	2005	1	6200	\$	1,317,975	-	\$
23	1	300 S 7th St	Springfield IL	62701	6	1962	4	81102	\$	18,050,840	1,000,000	\$
24	1	301 N 17th St	Springfield IL	62702	4	1960	2	18700	\$	2,505,000	-	\$
25	1	222 N 16th Street	Springfield IL	62702	1	2000	1	5200	\$	1,032,527	-	\$
25	2	222 N 16th Street	Springfield IL	62702	2	1960	1	1800	\$	455,261	-	\$
26	1	302-304 N 16th Street	Springfield IL	62702	4	2000	1	7000	\$	1,688,709	-	\$
27	1	3100 Adlai Stevenson Dr	Springfield IL	62703	2	1980	1	2200	\$	536,222	-	\$
27	2	3100 Adlai Stevenson Dr	Springfield IL	62703	3	2005	1	1000	\$	281,374	-	\$
27	3	3100 Adlai Stevenson Dr	Springfield IL	62703	3	1980	1	1700	\$	426,846	-	\$
27	4	3100 Adlai Stevenson Dr	Springfield IL	62703	1	1980	1	2100	\$	481,345	-	\$
28	1	320 S Martin Luther King Jr Dr	Springfield IL	62703	6	2000	1	30240	\$	4,410,310	-	\$
29	1	326 S 7th St	Springfield IL	62701	4	1977	4	123000	\$	26,440,000	1,200,000	\$
30	1	3501 Color Plant Rd	Springfield IL	62702	1	1973	1	4700	\$	1,488,440	-	\$
30	2	3501 Color Plant Rd	Springfield IL	62702	1	2019	1	2100	\$	713,572	-	\$
31	1	4120 Koa Rd	Rochester IL	62563	1	1800	2	2400	\$	535,445	-	\$

BUILDINGS SOLD
Vacant - for sale

AN ORDINANCE AUTHORIZING ADDITIONAL SUPPLEMENTAL APPROPRIATIONS FOR YEAR-END BUDGET RECONCILIATION FOR FISCAL YEAR 2025, FOR THE OFFICE OF BUDGET AND MANAGEMENT

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

WHEREAS, the Office of Budget and Management is requesting additional supplemental appropriation in the amount of \$\$1,341,069.89 for the purpose of reconciling expenses to budget authority for year-end FY2025 as shown on attached Exhibit A; and

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 \$1,341,069.89 for the purpose of reconciling expenses to budget authority for year-end FY2025.

Section 2: That the Office of Budget and Management is hereby directed to effectuate this supplemental appropriation as shown on attached Exhibit A.

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

Section 4: That this Ordinance shall become effective immediately after its passage and publication in pamphlet form and recording by the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:


Office of Corporation Counsel / Date 9-10-25

Requested by: Mayor Misty Buscher

SUPPLEMENTAL APPROPRIATION

Supplemental

Fund	Agency	Unit	Activity	Object	Amount	Current Budget	Revised Budget
041	110	GAST	STRS	2306	606,792.00	4,000,000.00	4,606,792.00
023	107	GENC	SPRT	2110	734,277.89	2,200,000.00	2,934,277.89

Revenue Source

Fund	Unit	Activity	Object	Amount
Unappropriated Fund Balance				606,792.00
Unappropriated Fund Balance				734,277.89

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Office of Budget & Management

CONTACT PERSON: Ramona Metzger

PHONE NUMBER: 217-789-2191

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

FISCAL IMPACT: \$1,341,069.89

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING ADDITIONAL SUPPLEMENTAL APPROPRIATION FOR YEAR-END BUDGET RECONCILIATION FOR FISCAL YEAR 2025

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.)

FY25 Supplemental List

STAFF ANALYSIS

The Office of Budget & Management requests the attached supplemental budget adjustments for the purpose of reconciling expenses to budget authority.

FUNDS CHECK BY:

DIRECTOR / SUPERVISOR:

CITY PURCHASING AGENT:

SIGN OFF:




(Mayor's Signature) **GEM**

Date: _____

Date: 9/9/25

Date: _____



(Director of OBM)

2025-384

AN ORDINANCE AUTHORIZING A ONE-YEAR RENEWAL AGREEMENT BETWEEN THE CITY OF SPRINGFIELD AND BASHAM GOVERNMENT SOLUTIONS, LLC CONTRACT NO. RFQ MA24-18, FOR PROFESSIONAL LOBBYING SERVICES FOR AN AMOUNT NOT TO EXCEED \$75,000.00, FOR THE OFFICE OF MAYOR

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

WHEREAS, the City Council previously adopted ordinance number 551-12-23 authorizing the execution of Contract No. RFQ MA24-18 with Basham Government Solutions, LLC for professional lobbying services; and

WHEREAS, the original agreement was extended by ordinance number 419-10-24 for an additional year; and

WHEREAS, Basham Government Solutions, LLC is willing to renew the existing contract with the City of Springfield for one year from December 6, 2025 to December 5, 2026, for an amount not to exceed \$75,000.00; and

WHEREAS, pursuant to requirements 38.4(a) of the Purchasing Code, the City Purchasing Agent has made a determination that this contract qualifies for a contract renewal based upon the original contract language and agreement of the parties.

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

Section 1: That the City Council hereby authorizes a one-year renewal of Contract No. RFQ MA24-18 with Basham Government Solutions, LLC in an amount not to exceed \$75,000.00, for professional lobbying services.

Section 2: That the Office of Budget and Management is hereby authorized to make payments to Basham Government Solutions, LLC in an amount not to exceed \$75,000.00, from account number 001-101-MAYR-ADMIN-1218.

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

 9-8-25
Office of Corporation Counsel / Date



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

MEMORANDUM

TO: Greg Moredock
Office of Corporation Counsel

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: September 5, 2025

SUBJECT: Determination for Sealed Competitive Proposal

I have reviewed the Ordinance Fact Sheet and Request for Proposals for RFP# MA24-18 with Basham Government Solutions, LLC for professional services for lobbying on behalf of the City of Springfield.

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.

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT, is entered into as of _____, 2025 by and between **City of Springfield, Illinois** (hereinafter called "Client") with its offices at **800 E. Monroe, Springfield, Illinois 62701**, and Basham Government Solutions, LLC (hereinafter called "BGS") with its offices located at 1090 Fountain Park Dr., Sherman, IL 62684.

WITNESSETH:

WHEREAS, Client wishes to retain BGS to furnish certain consulting services (hereinafter more particularly described), which BGS is qualified to perform on behalf of Client in the State of Illinois; and

WHEREAS, BGS is willing to render such services and is properly registered to do so,

NOW, THEREFORE, the parties hereto do agree as follows:

1. Term

- (a) This Agreement shall be effective as of **December 6, 2025**, and continuing in full force and effect through **December 5, 2026**. Subject to thirty (30) days written notice, this Agreement may be terminated for any reason by either party.
- (b) Termination shall not extinguish any of the contractual obligations of BGS or Client set forth in Sections 6, 7 and 8 of this Agreement and shall in no way be deemed to be construed as a restriction, limitation or waiver of either party's rights to pursue any additional available remedy at law or equity.
- (c) Payment received from client for work performed after the terms stated in Section 1(a) will continue this Agreement in full force and effect until a notice of termination letter, as set forth in Subsection (a) above, is received by either party.

2. Consulting Services

- (a) Client hereby retains BGS and BGS hereby undertakes to exercise its best efforts to protect and promote the business, products, reputation and interests of Client in the State of Illinois in performing consulting services (hereby called "Services"). Such services shall include, but not be limited to, the following:
 - (i) Keep Client apprised on a regular basis of legislation and regulatory activities now pending or proposed, or which may be proposed during the term hereof, in the Illinois General Assembly or in any agency or department of the State of Illinois,

pertaining to the business, products, reputation or interests of Client or its subsidiaries

- (ii) Provide Client with information and guidance as to the matters described in Subsection 2 (a) (i) and make recommendations as to appropriate actions which should be taken consistent with the objectives of this Agreement; and
- (iii) Provide public affairs consulting efforts with key legislative or regulatory officials and their staffs on matters pertaining to the business, products, reputation or interests of the Client; and
- (iv) On instructions from an authorized representative designated under Section 5, undertake such actions as Client may deem appropriate and consistent with the objectives of this Agreement. These actions may include appearing and/or testifying at hearings to promote the interests of Client and its subsidiaries with respect to matters and/or proceedings proposed or pending before legislative, administrative and/or executive governmental bodies.

- (b) BGS shall maintain close liaison and frequent communication with the authorized representative designated under Section 5.

3. Compensation

- (a) In consideration of BGS's rendering of Services, Client shall pay BGS **\$6,250** per month for each month of the Agreement. Electronic invoices will be emailed the first of each month, or as soon thereafter as practical, to **Nellie.Wanless@springfield.il.us**.
- (b) It is understood and agreed that the compensation recited in Subsection (a) includes usual and ordinary costs and expenses. If BGS determines that there is a need to incur extraordinary costs and expenses in the performance of Services, and the nature, amount and circumstances thereof are fully disclosed to Client and prior written approval obtained from an authorized representative designated under Section 5, Client shall reimburse BGS for all such extraordinary costs and expenses upon receipt of a detailed accounting.

4. Relationship with Other Clients

Should a possible conflict of interest arise at any time during the term of this Agreement between the interests of Client and those of BGS, BGS agrees, if so directed by Client, to promptly refrain from performing Services with respect to such area of conflicting interest. BGS agrees that Client shall have the right to immediately terminate this Agreement with respect to itself at any time without liability upon written notice to BGS if, in Client's sole judgment and upon reasonable basis and belief, BGS's representation of its other clients conflicts with the best interests of Client.

5. Authorized Representative

For the purpose of this Agreement, Client's authorized representative shall be as follows: **Mayor Misty Buscher**. Client may designate from time to time additional or substitute authorized representatives by written notice to BGS. BGS's primary contact will be Jessica Basham. BGS may designate such other additional or substitute authorized representatives who are acceptable to Client.

6. Compliance with State and Federal Laws

The parties recognize and agree that both have a policy to comply fully with the applicable federal, state and local laws regulating any and all such consulting activities, and each agree to fully comply with all applicable laws, decrees, rules, regulations, orders, ordinances, actions and requests of any federal, state or local governmental or judicial body, agency or official.

- (a) As required by the Lobbyist Registration Act (25 ILCS 170) we at BGS will annually register and list Client, as one who employs us to perform lobbying services on clients behalf for the contract term.
- (b) Section 3 of the Lobbyist Registration Act (25 ILCS 170) requires registration by "any person who employs another person for the purposes of influencing executive, legislative or administrative action". Therefore, Client will be required to register annually and pay annual registration fees as a lobbying entity pursuant to the provision above, unless the Client is an exempt entity.
- (c) Any Clients currently or planning on submitting bidding contracts (RFP) with the State of Illinois will be required to register with the Illinois State Board of Elections. All bidding contracts are required to include a certificate of registration in submitted proposals. Registration can be done at:
<http://www.elections.state.il.us/BusinessRegistration/BusinessRegistration.aspx> .

7. Indemnification

- (a) BGS will assume full responsibility for and shall indemnify and hold harmless Client and its directors, officers, employees and agents from and against any and all losses, claims and liabilities, penalties, fines, causes of action, damages, costs and expenses (including reasonable attorney's fees and expenses) arising out of or resulting from any gross negligence or wrongful or willful misconduct on the part of BGS or any breach by BGS of any of the terms and provisions of this Agreement.
- (b) Client will assume full responsibility for and shall indemnify and hold harmless BGS and its subsidiaries and their directors, officers, employees and agents from and against any and all losses, claims and liabilities, penalties, fines, causes of action, damages, costs and expenses (including reasonable attorney's fees and expenses) arising out of or resulting from any gross negligence or wrongful or willful

misconduct on the part of Client or any breach by Client of any of the terms and provisions of this Agreement.

8. Confidentiality

BGS agrees not to disclose to any third party or use, except in connection with Services, or as may be consented to by the Client or otherwise required by law, any confidential information obtained concerning the business and operations of the Client, as well as confidential information developed by BGS in rendering services. Should any of this information be made available in the public domain by Client or by third parties, BGS shall be free to use such publicly available information without breach of this Agreement.

9. Independent Contractor

BGS is and shall act as an independent contractor rendering Services hereunder.

10. Notice

Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in first class U.S. mail properly addressed to the appropriate party at the address set forth below:

Consultant: Basham Government Solutions, LLC
1090 Fountain Park Dr., Sherman, IL 62684
Phone: 217.502.3371
jessica.basham@gmail.com
EIN # 87-2586229

Client: City of Springfield, Illinois
Office of the Mayor
800 E. Monroe
Springfield, IL 62701
(217) 789-2000
EIN # 37-6002037

11. Miscellaneous

- (a) This Agreement constitutes the full understanding of the parties of the obligations, responsibilities and risks between them and a complete and exclusive statement of the terms and conditions of their Agreement and supersedes any and all prior agreements, whether written or oral, between the parties. A waiver by either party with respect to any breach or default or of any right or remedy shall not be deemed to constitute a waiver for any other breach or default or of any other right or remedy. Any such waiver is to be expressed in writing and signed by the party to be bound. No amendment or extension of this Agreement shall be binding unless in writing and signed by both parties.

(b) All provisions of this Agreement are severable and any provision which may be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

By _____
Jessica Basham
Basham Government
Solutions, LLC

By _____
Misty Buscher,
Mayor



Gallagher

Insurance | Risk Management | Consulting

City Of Springfield Property Insurance Program -2025

Executive Summary

**Mayor Buscher, City Council Members, Budget Director Metzger, and Purchasing Director Lesko
August 18, 2025**

- **Scope of Service:**

The scope of service includes evaluating potential risks, identifying gaps in insurance coverage, improving positioning for coverage placement, and providing management insights on insurance coverages. The goal is to assist management in making informed decisions that positively impact the asset protection of the City of Springfield.

- The property insurance market, after many challenging quarters, has shown signs of improvement for well-managed risks. Large catastrophic (CAT) losses have significantly impacted the reinsurance market, leading to adjustments in rates and terms. Inflation continues to affect construction rebuild costs. The combination of rising rebuild costs and the scale of losses from natural disasters across the country and the world continues to influence terms, conditions, compliance requirements, and pricing. Please refer to the attached Summer Insurance Market Update for market averages.

- **Our renewal process includes the following:**

- Reviewing policy structure.
- Assessing terms and conditions for renewal.
- Conducting market surveys, loss control recommendations, and compliance evaluations.
- Reviewing property replacement costs (schedule of property reviewed by city staff).

- **Our recommendation:**

We continue to recommend Arch Underwriting-Allianz for the following reasons:

- Stability in the property marketplace with broad coverage options.
- Renewal without a wind-hail deductible. Deductible changes for the four largest buildings to \$200,000 (storm damage only), while property deductibles for all other buildings remain at \$50,000.
- Overall property rate decreases of 3% (benchmark: -3%+10.3%); property benchmark attached).
- Overall property valuation increase of 1% (\$1,199,474) across forty-one locations (schedule attached).
- Overall premium impact of -3%, including flood coverage premium.



Arch Underwriting - Allianz	Expiring Term Premium 2024-2025 Per Current Statement of values	Renewal Term Premium 2025-2026	Optional Term Premium 2025-2026 GovPro Property *
Total Property Valuation- Building – content-Extra Expense	\$193,960,750	\$195,160,224	
Property Premium	\$158,294	\$153,015	\$190,852
Earthquake Premium	\$5,300	\$5,275	Incl.
Flood Premium	\$22,750	\$22,548	Incl.
Equipment Breakdown Premium	\$15,308	\$14,536	Incl.
Terrorism Coverage Premium	\$4,748	\$4,591	\$10,000
Total Premium	\$206,130	\$199,947	\$200,852(indication)

We continue to make available to the City of Springfield the Gallagher CORE360 LEAD Portal that is utilized by many municipalities and corporations. This is at no cost as a Gallagher client.

I recommend the following items for consideration:

- CBIZ Valuation Group Should be consulted for property valuation update- last was 10-28-2020.
- New buildings added that are vacant, need vacancy policy or builders' risk if under construction. Policy coverage is excluded if the building is vacant. Please review.
- Option for future consideration- Layered Property program (Gov Pro Property Insurance) Launched 07/01/2025.
 - One Billion shared limit.
 - 47 insurance carriers share the risk.
 - Non-admitted (not covered under guaranty fund)
 - Broad coverage – manuscript form.





Gallagher

Insurance | Risk Management | Consulting

In conclusion, we achieved a very favorable renewal in terms, conditions, and pricing. We appreciate the opportunity to serve the City of Springfield's risk management needs. Our team of analysts continues to monitor the marketplace to keep you informed of ongoing market trends, enabling timely adjustments as needed. This will include a further review of the GovPro program, which was launched on 07/01/2025. If you have any questions, please feel free to contact me.

Regards,

Thomas J. Kavanagh
Area Vice President



Gallagher

Insurance | Risk Management | Consulting



City Of Springfield

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 10/01/25, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	Coverage/Carrier
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Property - \$199,947.00 Fireman's Fund Insurance Company
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	TRIA - Package
Optional Coverages:	
<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject	Property - \$190,852.00 Liberty Mutual Insurance Company (Gov-Pro)
<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject	TRIA - Package-\$10,000

Additional Recommended Coverages

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

Flood

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

Other Services to Consider

Yes No - CORE360™ STEP

Yes No - eRiskHub

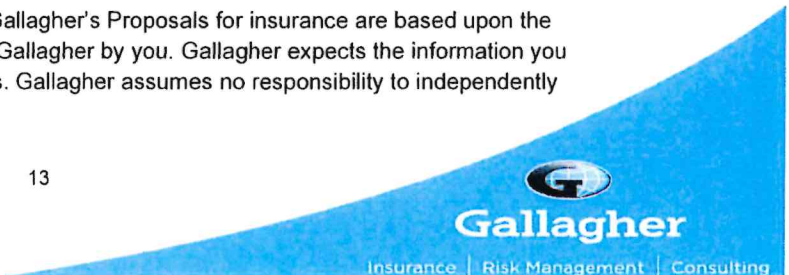
Coverage Amendments and Notes:

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently



City Of Springfield

investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By: _____

Print Name (Specify Title)

Company

Signature

Date: _____

2025-384



Internal

Location #	Building #	Address	City	State	Zip	Construction Class	Year Built (YYYY)	# of Floors	Sq. Ft.	Business Real Property (Building)	Business Personal Property (Contents)	TIV
1	1	101 Beach House Circle	Springfield	IL	62712	2	1935	2	13600	\$ 2,580,000	\$ -	\$ 2,580,000
3	1	1144 W Woodland Ave	Springfield	IL	62704	1	2010	1	1800	\$ 420,817	\$ -	\$ 420,817
3	2	1144 W Woodland Ave	Springfield	IL	62704	1	1980	1	3600	\$ 750,194	\$ -	\$ 750,194
4	1	1351 Dickey Road	Rochester	IL	62563	3	1950	2	1800	\$ 455,261	\$ -	\$ 455,261
5	1	1403 Knotts St	Springfield	IL	62703	3	1990	2	38800	\$ 5,380,000	\$ 816,000	\$ 6,196,000
6	1	1441 Monument Ave	Springfield	IL	62702	1	1949	1	2450	\$ 574,073	\$ -	\$ 574,073
6	2	1441 Monument Ave	Springfield	IL	62702	2	1974	1	6700	\$ 1,352,535	\$ -	\$ 1,352,535
6	3	1441 Monument Ave	Springfield	IL	62702	2	1910	1	12150	\$ 2,272,025	\$ -	\$ 2,272,025
6	4	1441 Monument Ave	Springfield	IL	62702	2	1980	1	9600	\$ 1,840,421	\$ -	\$ 1,840,421
6	5	1441 Monument Ave	Springfield	IL	62702	4	2000	1	5600	\$ 1,395,920	\$ -	\$ 1,395,920
7	1	1450 Groth	Springfield	IL	62703	3	2005	1	2500	\$ 591,555	\$ -	\$ 591,555
8	1	1475 Groth	Springfield	IL	62703	3	1990	1	3300	\$ 743,040	\$ -	\$ 743,040
8	2	1475 Groth	Springfield	IL	62703	3	1990	1	6400	\$ 1,314,427	\$ -	\$ 1,314,427
9	1	149 N Lakewood Dr	Chatham	IL	62629	4	1980	1	3400	\$ 717,028	\$ -	\$ 717,028
10	1	1500 S Glenwood Ave	Springfield	IL	62704	1	1980	1	3000	\$ 821,968	\$ -	\$ 821,968
11	1	1723 E Clay St	Springfield	IL	62703	4	1954	1	4100	\$ 1,080,666	\$ -	\$ 1,080,666
12	1	1805 Toronto Rd	Springfield	IL	62712	2	1970	1	4800	\$ 1,054,761	\$ -	\$ 1,054,761
13	1	1900 E Converse Ave	Springfield	IL	62702	4	1954	1	2900	\$ 808,406	\$ -	\$ 808,406
14	1	200 E Lake Shore Dr	Springfield	IL	62712	1	1960	1	1700	\$ 402,945	\$ -	\$ 402,945
14	2	200 E Lake Shore Dr	Springfield	IL	62712	1	1960	1	900	\$ 246,638	\$ -	\$ 246,638
14	3	200 E Lake Shore Dr	Springfield	IL	62712	2	1960	1	600	\$ 199,173	\$ -	\$ 199,173
14	4	200 E Lake Shore Dr	Springfield	IL	62712	2	1960	1	600	\$ 199,173	\$ -	\$ 199,173
15	5	2051 W Monroe St	Springfield	IL	62704	2	1967	1	9965	\$ 838,344	\$ -	\$ 838,344
17	1	2156 S 9th St	Springfield	IL	62703	4	1954	1	12655	\$ 965,308	\$ -	\$ 965,308
18	1	222 N 17th St	Springfield	IL	62702	3	1995	1	19400	\$ 3,691,000	\$ -	\$ 3,691,000
19	1	2405 Chatham Rd	Springfield	IL	62704	3	1963	1	3900	\$ 855,298	\$ -	\$ 855,298
20	1	2730 Old Rochester Rd	Springfield	IL	62703	3	1988	1	21000	\$ 2,043,000	\$ -	\$ 2,043,000
20	2	2730 Old Rochester Rd	Springfield	IL	62703	3	1988	1	22000	\$ 4,406,300	\$ -	\$ 4,406,300
20	3	2730 Old Rochester Rd	Springfield	IL	62703	4	1988	1	3700	\$ 985,361	\$ -	\$ 985,361
20	4	2730 Old Rochester Rd	Springfield	IL	62703	1	2005	1	1800	\$ 420,817	\$ -	\$ 420,817
21	1	2810 Adlai Stevenson Dr	Springfield	IL	62703	4	1966	1	3600	\$ 956,272	\$ -	\$ 956,272
21	2	2810 Adlai Stevenson Dr	Springfield	IL	62703	6	1990	4	1600	\$ 596,673	\$ -	\$ 596,673
21	3	2810 Adlai Stevenson Dr	Springfield	IL	62703	1	1966	1	400	\$ 141,156	\$ -	\$ 141,156
22	1	2925 S Koke Mill Rd	Springfield	IL	62711	2	2005	1	6200	\$ 1,317,975	\$ -	\$ 1,317,975
23	1	300 S 7th St	Springfield	IL	62701	6	1962	4	81102	\$ 18,050,840	\$ 1,000,000	\$ 19,050,840
24	1	301 N 17th St	Springfield	IL	62702	4	1960	2	18700	\$ 2,505,000	\$ -	\$ 2,505,000
25	1	222 N 16th Street	Springfield	IL	62702	4	2000	1	5200	\$ 1,032,527	\$ -	\$ 1,032,527
25	2	222 N 16th Street	Springfield	IL	62702	2	1960	1	1800	\$ 455,261	\$ -	\$ 455,261
26	1	302-304 N 16th Street	Springfield	IL	62702	4	2000	1	7000	\$ 1,688,709	\$ -	\$ 1,688,709
27	1	3100 Adlai Stevenson Dr	Springfield	IL	62703	2	1980	1	2200	\$ 536,222	\$ -	\$ 536,222
27	2	3100 Adlai Stevenson Dr	Springfield	IL	62703	3	2005	1	1000	\$ 281,374	\$ -	\$ 281,374
27	3	3100 Adlai Stevenson Dr	Springfield	IL	62703	1	1980	1	1700	\$ 426,846	\$ -	\$ 426,846
27	4	3100 Adlai Stevenson Dr	Springfield	IL	62703	3	1980	1	2100	\$ 481,345	\$ -	\$ 481,345
27	5	3100 Adlai Stevenson Dr	Springfield	IL	62703	6	2000	1	30240	\$ 4,410,310	\$ -	\$ 4,410,310
28	1	320 S Martin Luther King Jr Dr	Springfield	IL	62703	4	1977	4	123000	\$ 26,440,000	\$ 1,200,000	\$ 27,640,000
29	1	326 S 7th St	Springfield	IL	62701	1	1973	1	4700	\$ 1,488,440	\$ -	\$ 1,488,440
30	1	3501 Color Plant Rd	Springfield	IL	62702	1	2019	1	2100	\$ 713,572	\$ -	\$ 713,572
30	2	3501 Color Plant Rd	Springfield	IL	62702	1	1973	1	4700	\$ 1,488,440	\$ -	\$ 1,488,440
31	1	4120 Koa Rd	Rochester	IL	62563	1	1800	2	2400	\$ 535,445	\$ -	\$ 535,445

BUILDINGS SOLD
Vacant - for sale

AN ORDINANCE AUTHORIZING THE A ONE-YEAR RENEWAL OF CONTRACT RFQ MA24-18 WITH BASHAM GOVERNMENT SOLUTIONS, LLC, FOR PROFESSIONAL LOBBYING SERVICES FOR AN AMOUNT NOT TO EXCEED \$75,000.00, FOR THE OFFICE OF MAYOR

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

WHEREAS, the City Council previously adopted ordinance number 551-12-23 authorizing the execution of RFQ MA24-18 with Basham Government Solutions, LLC for professional lobbying services; and

WHEREAS, Basham Government Solutions, LLC is willing to renew the existing contract with the City of Springfield for one year from December 6, 2024 to December 5, 2025 for an amount not to exceed \$75,000.00; and

WHEREAS, pursuant to requirements 38.4(a) of the Purchasing Code, the City Purchasing Agent has made a determination that this contract qualifies for a contract renewal based upon the original contract language and agreement of the parties.

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

Section 1: That the City Council hereby authorizes a one-year renewal of RFQ MA24-18 with Basham Government Solutions, LLC in an amount not to exceed \$75,000.00, for professional lobbying services.

Section 2: That the Office of Budget and Management is hereby authorized to make payments to Basham Government Solutions, LLC in an amount not to exceed \$75,000.00, from account number 001-101-MAYR-ADMIN-1218.

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

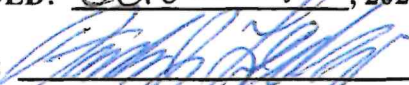
PASSED: October 15, 2024

SIGNED: Oct 16, 2024

RECORDED: October 17, 2024



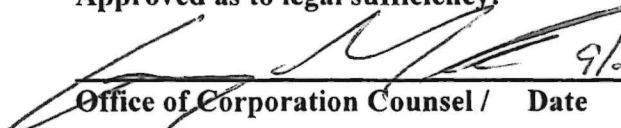
Mayor Misty Buscher

ATTEST: 

City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher



Office of Corporation Counsel / 9/26/24 Date

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT, is entered into as of Oct. 15, 2024 by and between **City of Springfield, Illinois** (hereinafter called "Client") with its offices at **800 E. Monroe, Springfield, Illinois 62701**, and **Basham Government Solutions, LLC** (hereinafter called "BGS") with its offices located at 1090 Fountain Park Dr., Sherman, IL 62684.

WITNESSETH:

WHEREAS, Client wishes to retain BGS to furnish certain consulting services (hereinafter more particularly described), which BGS is qualified to perform on behalf of Client in the State of Illinois; and

WHEREAS, BGS is willing to render such services and is properly registered to do so,

NOW, THEREFORE, the parties hereto do agree as follows:

1. Term

- (a) This Agreement shall be effective as of **December 6, 2024** and continuing in full force and effect through **December 5, 2025**. Subject to thirty (30) days written notice, this Agreement may be terminated for any reason by either party.
- (b) Termination shall not extinguish any of the contractual obligations of BGS or Client set forth in Sections 6, 7 and 8 of this Agreement and shall in no way be deemed to be construed as a restriction, limitation or waiver of either party's rights to pursue any additional available remedy at law or equity.
- (c) Payment received from client for work performed after the terms stated in Section 1(a) will continue this Agreement in full force and effect until a notice of termination letter, as set forth in Subsection (a) above, is received by either party.

2. Consulting Services

- (a) Client hereby retains BGS and BGS hereby undertakes to exercise its best efforts to protect and promote the business, products, reputation and interests of Client in the State of Illinois in performing consulting services (hereby called "Services"). Such services shall include, but not be limited to, the following:
 - (i) Keep Client apprised on a regular basis of legislation and regulatory activities now pending or proposed, or which may be proposed during the term hereof, in the Illinois General Assembly or in any agency or department of the State of Illinois,

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419-10-24

- pertaining to the business, products, reputation or interests of Client or its subsidiaries
- (ii) Provide Client with information and guidance as to the matters described in Subsection 2 (a) (i) and make recommendations as to appropriate actions which should be taken consistent with the objectives of this Agreement; and
 - (iii) Provide public affairs consulting efforts with key legislative or regulatory officials and their staffs on matters pertaining to the business, products, reputation or interests of the Client; and
 - (iv) On instructions from an authorized representative designated under Section 5, undertake such actions as Client may deem appropriate and consistent with the objectives of this Agreement. These actions may include appearing and/or testifying at hearings to promote the interests of Client and its subsidiaries with respect to matters and/or proceedings proposed or pending before legislative, administrative and/or executive governmental bodies.

(b) BGS shall maintain close liaison and frequent communication with the authorized representative designated under Section 5.

3. Compensation

(a) In consideration of BGS's rendering of Services, Client shall pay BGS **\$6,250** per month for each month of the Agreement. Electronic invoices will be emailed the first of each month, or as soon thereafter as practical, to **Nellie.Wanless@springfield.il.us**.

(b) It is understood and agreed that the compensation recited in Subsection (a) includes usual and ordinary costs and expenses. If BGS determines that there is a need to incur extraordinary costs and expenses in the performance of Services, and the nature, amount and circumstances thereof are fully disclosed to Client and prior written approval obtained from an authorized representative designated under Section 5, Client shall reimburse BGS for all such extraordinary costs and expenses upon receipt of a detailed accounting.

4. Relationship with Other Clients

Should a possible conflict of interest arise at any time during the term of this Agreement between the interests of Client and those of BGS, BGS agrees, if so directed by Client, to promptly refrain from performing Services with respect to such area of conflicting interest. BGS agrees that Client shall have the right to immediately terminate this Agreement with respect to itself at any time without liability upon written notice to BGS if, in Client's sole judgment and upon reasonable basis and belief, BGS's representation of its other clients conflicts with the best interests of Client.

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5. Authorized Representative

For the purpose of this Agreement, Client's authorized representative shall be as follows: **Mayor Misty Buscher**. Client may designate from time to time additional or substitute authorized representatives by written notice to BGS. BGS's primary contact will be Jessica Basham. BGS may designate such other additional or substitute authorized representatives who are acceptable to Client.

6. Compliance with State and Federal Laws

The parties recognize and agree that both have a policy to comply fully with the applicable federal, state and local laws regulating any and all such consulting activities, and each agree to fully comply with all applicable laws, decrees, rules, regulations, orders, ordinances, actions and requests of any federal, state or local governmental or judicial body, agency or official.

- (a) As required by the Lobbyist Registration Act (25 ILCS 170) we at BGS will annually register and list Client, as one who employs us to perform lobbying services on clients behalf for the contract term.
- (b) Section 3 of the Lobbyist Registration Act (25 ILCS 170) requires registration by "any person who employs another person for the purposes of influencing executive, legislative or administrative action". Therefore, Client will be required to register annually and pay annual registration fees as a lobbying entity pursuant to the provision above, unless the Client is an exempt entity.
- (c) Any Clients currently or planning on submitting bidding contracts (RFP) with the State of Illinois will be required to register with the Illinois State Board of Elections. All bidding contracts are required to include a certificate of registration in submitted proposals. Registration can be done at:
<http://www.elections.state.il.us/BusinessRegistration/BusinessRegistration.aspx> .

7. Indemnification

- (a) BGS will assume full responsibility for and shall indemnify and hold harmless Client and its directors, officers, employees and agents from and against any and all losses, claims and liabilities, penalties, fines, causes of action, damages, costs and expenses (including reasonable attorney's fees and expenses) arising out of or resulting from any gross negligence or wrongful or willful misconduct on the part of BGS or any breach by BGS of any of the terms and provisions of this Agreement.
- (b) Client will assume full responsibility for and shall indemnify and hold harmless BGS and its subsidiaries and their directors, officers, employees and agents from and against any and all losses, claims and liabilities, penalties, fines, causes of action, damages, costs and expenses (including reasonable attorney's fees and expenses) arising out of or resulting from any gross negligence or wrongful or willful

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misconduct on the part of Client or any breach by Client of any of the terms and provisions of this Agreement.

8. Confidentiality

BGS agrees not to disclose to any third party or use, except in connection with Services, or as may be consented to by the Client or otherwise required by law, any confidential information obtained concerning the business and operations of the Client, as well as confidential information developed by BGS in rendering services. Should any of this information be made available in the public domain by Client or by third parties, BGS shall be free to use such publicly available information without breach of this Agreement.

9. Independent Contractor

BGS is and shall act as an independent contractor rendering Services hereunder.

10. Notice

Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in first class U.S. mail properly addressed to the appropriate party at the address set forth below:

Consultant: Basham Government Solutions, LLC
1090 Fountain Park Dr., Sherman, IL 62684
Phone: 217.502.3371
jessica.basham@gmail.com
EIN # 87-2586229

Client: City of Springfield, Illinois
Office of the Mayor
800 E. Monroe
Springfield, IL 62701
(217) 789-2000
EIN# 37-6002037

11. Miscellaneous

(a) This Agreement constitutes the full understanding of the parties of the obligations, responsibilities and risks between them and a complete and exclusive statement of the terms and conditions of their Agreement and supersedes any and all prior agreements, whether written or oral, between the parties. A waiver by either party with respect to any breach or default or of any right or remedy shall not be deemed to constitute a waiver for any other breach or default or of any other right or remedy. Any such waiver is to be expressed in writing and signed by the party to be bound. No amendment or extension of this Agreement shall be binding unless in writing and signed by both parties.

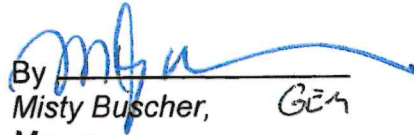
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419-10-24

(b) All provisions of this Agreement are severable and any provision which may be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

By _____
Jessica Basham
Basham Government
Solutions, LLC

By  _____
Misty Buscher, *Gen*
Mayor

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BASHAM GOVERNMENT SOLUTIONS, LLC UNDER RFQ MA24-18, FOR PROFESSIONAL LOBBYING SERVICES FOR AN AMOUNT NOT TO EXCEED \$75,000.00, FOR THE OFFICE OF MAYOR

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

WHEREAS, the City of Springfield sought professional lobbying services under RFQ MA24-18; for the City; and

WHEREAS, Basham Government Solutions, LLC is submitted the best proposal and is willing and able to serve as a professional lobbying service provider for the City for an amount not to exceed \$75,000.00; and

WHEREAS, it is in the best interest of the City to enter into an agreement with Basham Government Solutions , LLC, for professional lobbying services for a one-year term and for an amount not to exceed \$75,000.00; and

WHEREAS, a copy of the Agreement with Basham Government Solutions, LLC shall be on file in the Office of the City Clerk.

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

Section 1: That the City Council hereby authorizes a one-year agreement with Basham Government Solutions, LLC in an amount not to exceed \$75,000.00, for professional lobbying services under RFQ MA24-18.

Section 2: That the Office of Budget and Management is hereby authorized to make payments to Basham Government Solutions, LLC in an amount not to exceed \$75,000.00, from account number 001-101-MAYR-ADMIN-1218.

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

PASSED: December 5, 2023

RECORDED: December 6, 2023

ATTEST: [Signature]
City Clerk Frank J. Lesko

SIGNED: Dec. 6, 2023

[Signature]
Mayor Misty Buscher

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

[Signature] 11/16/23
Office of Corporation Counsel / Date

Basham Government Solutions, LLC
Overview & Scope of Services

There are many qualities that make the City of Springfield unique among other communities in this state. It is the seat of Illinois State Government and the Home of Abraham Lincoln. It is centrally-located and rich with history and culture. Yet, it has not gotten the kind of support and investment from state government that other cities have received in recent years.

While there are many ways Springfield can and should benefit from a more active presence at the Illinois Statehouse, the receipt of greater economic development investments and incentives is arguably the greatest need and opportunity to pursue from the state. Ms. Basham is eager to work with the Office of the Mayor and the City Counsel to discuss ideas for how the City can be a more robust partner with, and receive greater investments from, the State of Illinois.

Specific legislative initiatives to pursue will require more discussion with the Office of the Mayor, City Aldermen and Alderwomen, and other stakeholders. However, the following is a sample of the services that would be rendered by Basham Government Solutions, LLC:

1. Initiate legislation – Should the City wish to pursue a change to state statute, Ms. Basham will usher the proposal through each step of the legislative process and engage with the necessary officials, staff, and stakeholders.
2. Monitor and engage on pending legislation – Ms. Basham monitors all filed legislation and pending administrative rules and will identify pending issues that may have a positive or negative impact on the City. Upon review and discussion, Ms. Basham will engage on those issues as needed.
3. Engage in the budget-making process – Should the City wish to pursue an appropriation of state funding or any legislation that will result in a fiscal impact to the state, the request or proposal will be tied to the budget-making process. This will involve a unique series of discussions with legislators and staff from both the legislative and executive branches.
4. Ms. Basham will maintain a full-time presence in Springfield to (i) lobby and monitor the City's legislative goals, (ii) provide critical intelligence on related developments, and (iii) assist the City to develop and implement necessary and/or appropriate responses. There will be regular conversations to provide updates and discuss strategy. Ms. Basham will meet with the Mayor, her designee(s), City Council members and other stakeholders and interested individuals, as well as provide written reports.

The legislative process is complex, and frequent obstacles typically require adjustments to the planned approach. As a former Chief of Staff and Appropriations Director to the current and former House Speakers, Ms. Basham has unique insight into the best ways to navigate the legislative process and budget negotiations. She maintains long-standing relationships with the key staff and decision-makers in the legislative and executive branches to initiate the necessary conversations.

Consultant Background

Jessica Basham
Basham Government Solutions, LLC

Jessica Basham was employed with the Illinois House of Representatives for over 18 years. Most recently, Ms. Basham served as Chief of Staff to House Speaker Michael J. Madigan (June 2018 - January 2021), then to House Speaker Emanuel "Chris" Welch (January - August 2021), before resigning to start her private lobbying and consulting work. In her role as Chief, she managed the daily operations and schedule of the House of Representatives, as well as managed a staff of nearly 200 employees.

Before becoming Chief of Staff, Ms. Basham served as the Director of Research and Appropriations for the House Democratic Staff (January 2013 - June 2018), during which time she was the lead staff negotiator on the State Budget for the House Democratic Caucus. Before that role, she was a Research Analyst for the House Democratic Staff (January 2003 - January 2013), focusing primarily on revenue, gaming, and budget issues. Through her work with the House Democratic Staff, Ms. Basham has become an expert on the state budget, state and local taxation, and the legislative process itself.

Ms. Basham was born and raised in Springfield, attending Springfield School District 186 schools, and graduating from Springfield Southeast High School and later Robert Morris College in Springfield with a Bachelor's Degree in Business Administration.

Commitment to Ethics, Diversity, Equity & Inclusion

Basham Government Solutions, LLC is a BEP Certified (Women Business Enterprise, WBE) business. Additionally, Basham Government Solutions, LLC has adopted anti-harassment and anti-discrimination policies.

As a registered lobbyist with the State of Illinois, Ms. Basham is required to comply with strict ethics guidelines. This compliance requires regular disclosure of clients and political expenditures, as well as training on state ethics laws and anti-harassment and discrimination requirements.

In her three years as Chief of Staff, Ms. Basham implemented numerous operational changes to the House of Representatives designed to increase the organization's commitment to DEI principles, including but not limited to: (i) creating a Human Resources Unit to provide professional personnel management development and oversight to both members and staff; (ii) bringing numerous training sessions to both members and staff, including training on harassment, discrimination, and bullying prevention, civility and emotional awareness, professional development, and technical skills development; and (iii) engaging with outside counsel to perform an independent assessment of the workplace culture and recommendations for improvement.

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419-10-24

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT, is entered into as of **December 6, 2023** by and between **City of Springfield, Illinois** (hereinafter called "Client") with its offices at **800 E. Monroe, Springfield, Illinois 62701**, and **Basham Government Solutions, LLC** (hereinafter called "BGS") with its offices located at **1090 Fountain Park Dr., Sherman, IL 62684**.

WITNESSETH:

WHEREAS, Client wishes to retain BGS to furnish certain consulting services (hereinafter more particularly described), which BGS is qualified to perform on behalf of Client in the State of Illinois; and

WHEREAS, BGS is willing to render such services and is properly registered to do so,

NOW, THEREFORE, the parties hereto do agree as follows:

1. Term

- (a) This Agreement shall be effective as of **December 6, 2023**, and continuing in full force and effect through **December 5, 2024**. Subject to thirty (30) days written notice, this Agreement may be terminated for any reason by either party.
- (b) Termination shall not extinguish any of the contractual obligations of BGS or Client set forth in Sections 6, 7 and 8 of this Agreement and shall in no way be deemed to be construed as a restriction, limitation or waiver of either party's rights to pursue any additional available remedy at law or equity.
- (c) Payment received from client for work performed after the terms stated in Section 1(a) will continue this Agreement in full force and effect until a notice of termination letter, as set forth in Subsection (a) above, is received by either party.

2. Consulting Services

- (a) Client hereby retains BGS and BGS hereby undertakes to exercise its best efforts to protect and promote the business, products, reputation and interests of Client in the State of Illinois in performing consulting services (hereby called "Services"). Such services shall include, but not be limited to, the following:
 - (i) Keep Client apprised on a regular basis of legislation and regulatory activities now pending or proposed, or which may be proposed during the term hereof, in the Illinois General Assembly or in any agency or department of the State of Illinois,

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- pertaining to the business, products, reputation or interests of Client or its subsidiaries
- (ii) Provide Client with information and guidance as to the matters described in Subsection 2 (a) (i) and make recommendations as to appropriate actions which should be taken consistent with the objectives of this Agreement; and
 - (iii) Provide public affairs consulting efforts with key legislative or regulatory officials and their staffs on matters pertaining to the business, products, reputation or interests of the Client; and
 - (iv) On instructions from an authorized representative designated under Section 5, undertake such actions as Client may deem appropriate and consistent with the objectives of this Agreement. These actions may include appearing and/or testifying at hearings to promote the interests of Client and its subsidiaries with respect to matters and/or proceedings proposed or pending before legislative, administrative and/or executive governmental bodies.

(b) BGS shall maintain close liaison and frequent communication with the authorized representative designated under Section 5.

3. Compensation

- (a) In consideration of BGS's rendering of Services, Client shall pay BGS **\$6,250** per month for each month of the Agreement. Electronic invoices will be emailed the first of each month, or as soon thereafter as practical, to Nellie.Wanless@springfield.il.us.
- (b) It is understood and agreed that the compensation recited in Subsection (a) includes usual and ordinary costs and expenses. If BGS determines that there is a need to incur extraordinary costs and expenses in the performance of Services, and the nature, amount and circumstances thereof are fully disclosed to Client and prior written approval obtained from an authorized representative designated under Section 5, Client shall reimburse BGS for all such extraordinary costs and expenses upon receipt of a detailed accounting.

4. Relationship with Other Clients

Should a possible conflict of interest arise at any time during the term of this Agreement between the interests of Client and those of BGS, BGS agrees, if so directed by Client, to promptly refrain from performing Services with respect to such area of conflicting interest. BGS agrees that Client shall have the right to immediately terminate this Agreement with respect to itself at any time without liability upon written notice to BGS if, in Client's sole judgment and upon reasonable basis and belief, BGS's representation of its other clients conflicts with the best interests of Client.

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5. Authorized Representative

For the purpose of this Agreement, Client's authorized representative shall be as follows: **Mayor Misty Buscher**. Client may designate from time to time additional or substitute authorized representatives by written notice to BGS. BGS's primary contact will be Jessica Basham. BGS may designate such other additional or substitute authorized representatives who are acceptable to Client.

6. Compliance with State and Federal Laws

The parties recognize and agree that both have a policy to comply fully with the applicable federal, state and local laws regulating any and all such consulting activities, and each agree to fully comply with all applicable laws, decrees, rules, regulations, orders, ordinances, actions and requests of any federal, state or local governmental or judicial body, agency or official.

- (a) As required by the Lobbyist Registration Act (25 ILCS 170) we at BGS will annually register and list Client, as one who employs us to perform lobbying services on clients behalf for the contract term.
- (b) Section 3 of the Lobbyist Registration Act (25 ILCS 170) requires registration by "any person who employs another person for the purposes of influencing executive, legislative or administrative action". Therefore, Client will be required to register annually and pay annual registration fees as a lobbying entity pursuant to the provision above, unless the Client is an exempt entity.
- (c) Any Clients currently or planning on submitting bidding contracts (RFP) with the State of Illinois will be required to register with the Illinois State Board of Elections. All bidding contracts are required to include a certificate of registration in submitted proposals. Registration can be done at:
<http://www.elections.state.il.us/BusinessRegistration/BusinessRegistration.aspx>.

7. Indemnification

- (a) BGS will assume full responsibility for and shall indemnify and hold harmless Client and its directors, officers, employees and agents from and against any and all losses, claims and liabilities, penalties, fines, causes of action, damages, costs and expenses (including reasonable attorney's fees and expenses) arising out of or resulting from any gross negligence or wrongful or willful misconduct on the part of BGS or any breach by BGS of any of the terms and provisions of this Agreement.
- (b) Client will assume full responsibility for and shall indemnify and hold harmless BGS and its subsidiaries and their directors, officers, employees and agents from and against any and all losses, claims and liabilities, penalties, fines, causes of action, damages, costs and expenses (including reasonable attorney's fees and expenses) arising out of or resulting from any gross negligence or wrongful or willful

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misconduct on the part of Client or any breach by Client of any of the terms and provisions of this Agreement.

8. Confidentiality

BGS agrees not to disclose to any third party or use, except in connection with Services, or as may be consented to by the Client or otherwise required by law, any confidential information obtained concerning the business and operations of the Client, as well as confidential information developed by BGS in rendering services. Should any of this information be made available in the public domain by Client or by third parties, BGS shall be free to use such publicly available information without breach of this Agreement.

9. Independent Contractor

BGS is and shall act as an independent contractor rendering Services hereunder.

10. Notice

Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in first class U.S. mail properly addressed to the appropriate party at the address set forth below:

Consultant: Basham Government Solutions, LLC
1090 Fountain Park Dr., Sherman, IL 62684
Phone: 217.502.3371
jessica.basham@gmail.com
EIN # 87-2586229

Client: City of Springfield, Illinois
Office of the Mayor
800 E. Monroe
Springfield, IL 62701
(217) 789-2000
EIN # 37-6002037

11. Miscellaneous

(a) This Agreement constitutes the full understanding of the parties of the obligations, responsibilities and risks between them and a complete and exclusive statement of the terms and conditions of their Agreement and supersedes any and all prior agreements, whether written or oral, between the parties. A waiver by either party with respect to any breach or default or of any right or remedy shall not be deemed to constitute a waiver for any other breach or default or of any other right or remedy. Any such waiver is to be expressed in writing and signed by the party to be bound. No amendment or extension of this Agreement shall be binding unless in writing and signed by both parties.

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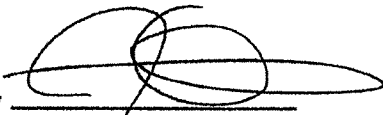
2024-420

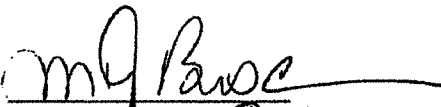

551-12-23

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(b) All provisions of this Agreement are severable and any provision which may be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

By 
Jessica Basham
Basham Government
Solutions, LLC

By 
Misty Buscher, 
Mayor

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419-10-24

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO:

DATE OF 1ST READING: 11/07/2023

OFFICE REQUESTING: Office of the Mayor

CONTACT PERSON: Misty Buscher
PHONE NUMBER: 217-789-2000

EMERGENCY PASSAGE: No Yes If yes, explain justification.

[Empty box for emergency passage justification]

TYPE OF ORDINANCE: Request for Proposal FISCAL IMPACT: \$75,000.00

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

SUGGESTED TITLE:

An Ordinance authorizing the execution of an agreement between the City of Springfield and Basham Government Solutions, LLC through RFQ MA24-18 for Professional Lobbying in an amount not to exceed \$75,000.00 for the Office of the Mayor.

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

Basham Government Solutions overview & scope
Basham Consultant Background

CONTRACTOR / VENDOR NAME: Basham Government Solutions, LLC VENDOR NO: _____

CONTRACT TERM: 1 Year Change in Scope Yes No

CONTRACT AMOUNT: \$75,000.00
(Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one)

- Low Bid
- Other: E: RFQ/Prof Services
- Low Bid Meeting Specs
- Exception: _____
- Low Evaluated Bid
- Code Provision: _____

Previous Ord #'s _____

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

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

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

	Agency	Org	Activity	Object	Amount	
1	001	101	MAYR	ADMN	1218	\$75,000.00
2						
3						
4						

FUNDS CHECK BY: [Signature] Date: 11-09-2023
DIRECTOR / SUPERVISOR SIGNATURE Date:
CITY PURCHASING AGENT: [Signature] Date: 11/09/2023

COMMENTS

Requests for Qualifications were sought in the fall of 2023 for professional lobbying services on behalf of the City. Five registered lobbyists submitted RFQs for review with Basham Government Solutions, LLC providing the best qualifications and proposal for these services. Recommendation is award for a one year contract not to exceed \$75,000 per authorized budget amount.

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

[Signature] 11/9/23
(Director of OBM)

2023-55524-420

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5541-9210-224

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
DATE OF 1ST READING: 10/1/2024

OFFICE REQUESTING: Office of the Mayor

CONTACT PERSON: Misty Buscher

PHONE NUMBER: 789-2000

EMERGENCY PASSAGE: No Yes If yes, explain justification.

TYPE OF ORDINANCE: Renewal (Low-bid) FISCAL IMPACT: \$75,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING A ONE-YEAR RENEWAL OF AN AGREEMENT BETWEEN THE CITY OF SPRINGFIELD AND BASHAM GOVERNMENT SOLUTIONS, LLC THROUGH RFQ MA24-18 FOR PROFESSIONAL LOBBYING IN AN AMOUNT NOT TO EXCEED \$75,000.00, FOR THE OFFICE OF THE MAYOR.

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

CONTRACTOR / VENDOR NAME: Basham Government Solutions, LLC VENDOR NO: VC*8300

CONTRACT TERM: 1 year renewal Change in Scope Yes No

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

Method of Purchase (check one)

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

Previous Ord #'s _____

Is Purchasing Agent approval required? No Yes

Is Purchasing Agent approval attached? No Yes

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

REVENUE table with columns: Fund, Agency, Org, Activity, Object, Amount. Row 1 is empty.

EXPENDITURE table with columns: Fund, Agency, Org, Activity, Object, Amount. Row 1: 001, 101, MAYR, ADMN, 1218, \$75,000.00

FUNDS CHECK BY: C. Heingel Date: 09/24/2024
DIRECTOR / SUPERVISOR SIGNATURE Date:
CITY PURCHASING AGENT: J. Michael Lesko Date: 09/24/2024

COMMENTS

Ordinance no. 551-12-23 authorized the execution of an agreement between the City of Springfield and Basham Solutions, LLC through RFQ MA24-18 for Professional Lobbying in an amount not to exceed \$75,000.00 for the Office of the Mayor. This ordinance authorizes a one-year renewal of the agreement under the existing terms, conditions and costs associated with the original agreement with Basham Solutions, LLC.

SIGN OFF: _____
(Mayor's Signature) GEM

(Director of OBM) Ramona Metzger 9/24/2024

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419-10-24

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Office of the Mayor

CONTACT PERSON: Misty Buscher

PHONE NUMBER: 217-789-2000

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

FISCAL IMPACT: \$75,000.00

SUGGESTED TITLE: An Ordinance authorizing a one-year renewal of an agreement between the City of Springfield and Basham Government Solutions, LLC through RFQ MA24-18 for professional lobbying in an amount not to exceed \$75,000.00 for the Office of the Mayor

CONTRACTOR / VENDOR NAME: Basham Government Solutions

VENDOR NO: VC*8300

CONTRACT TERM: 1 Year Renewal (second renewal) 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: Contract Renewal
- Exception: _____
- Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No Yes

Is Purchasing Agent approval attached? No Yes

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	001	101	MAYR	ADMN	1218	\$75,000
2						
3						
4						

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

Executive Summary, Policy Summary and Property Listing.

STAFF ANALYSIS

Ordinance #551-12-23 authorized the execution of an agreement between the City of Springfield and Basham Solutions, LLC through RFQ MA24-18 for Professional Lobbying in an amount not to exceed \$75,000.00 for the Office of the Mayor.

The original agreement was extended by Ordinance 419-10-24 for an additional year.

This ordinance authorizes a second, one-year renewal - as allowed in the RFP (with Council approval) - of the agreement under the existing terms, conditions and costs associated with the original agreement with Basham Solutions, LLC.

FUNDS CHECK BY: Wingerter, Justin G.

Digitally signed by Wingerter, Justin G.
DN: cn=Wingerter, o=City of Springfield, ou=City of Springfield, email=Justin.Wingerter@springfield.il.us
Date: 2025.09.05 14:07:54 -05'00'

Date: _____

DIRECTOR / SUPERVISOR:

Date: _____

CITY PURCHASING AGENT: Lesko, Mike

Digitally signed by Lesko, Mike
Date: 2025.09.02 07:58:35 -05'00'

Date: _____

SIGN OFF: _____


(Mayor's Signature) **GEM**

Metzger, Ramona M.

Digitally signed by Metzger, Ramona M.
Date: 2025.09.05 14:07:54 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2025-384

AN ORDINANCE AMENDING CHAPTER 110 ARTICLE XXXVII OF THE 1988 CITY OF SPRINGFIELD CODE, AS AMENDED, REGULATING TEMPORARY STREET CLOSURES FOR RESIDENTIAL BLOCK PARTIES AS SPECIAL EVENT

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

WHEREAS, the City Council of Springfield, Illinois recognizes the value of community gatherings to promote neighborhood cohesion and civic engagement; and

WHEREAS, it is necessary to establish criteria for which residential streets may be temporarily closed for block parties to ensure public safety, traffic flow, and emergency access.

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

Section 1: This ordinance regulates the temporary closure of certain residential streets for block parties such events may be held.

Section 2: That the 1988 City Code City of Springfield as amended is hereby amended as set forth in the attached New Exhibit.

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: Aldерwoman Jennifer Notariano  9-10-25
Office of Corporation Counsel/Date

ARTICLE XXXVII. SPECIAL EVENTS

§ 110.390. License required.

No person shall sponsor or promote a special event as defined in this chapter without first having obtained a special event license.

(Ord. No. 202-05-24, § 1(Exh. A), 5-21-24)

§ 110.391. ~~Reserved.~~ Block Parties as Special Events

(a) This ordinance regulates the temporary closure of certain residential streets for block parties.

(b) Definitions:

1. Block Party means a neighborhood event organized by residents of a neighborhood for social or recreational purposes.
2. Residential Street means a street located in a zoning district classified as residential under the City's zoning code, primarily serving local traffic.
3. Through Street means a street designated as an arterial or collector roadway in the City's transportation plan.

(c) Eligible Streets:

A residential street may be temporarily closed for a block party under the following conditions:

1. The street is classified as a local residential street and is not designated as an arterial or collector roadway (according to the Springfield Area Transportation Study (SATS) functional classification.)
2. The street is not a bus route as identified by the City's transportation department or transit authority.
3. The street does not serve as a primary emergency response route for police, fire, or emergency medical services.
4. The street segment to be closed has no more than two intersections with other public streets and does not directly connect to a state highway.
5. The block party cannot be held within 1 block of a major arterial roadway.

6. T-intersections are eligible provided closure does not block through traffic on the intersecting street.

(d) At least one lane of traffic must remain unobstructed (even if the street is closed to traffic) to allow for emergency access unless otherwise approved by the Chief of Police and Fire Chief, or their respective designees.

(e) An approved application shall constitute the license for a block party.

{a}

Editor's note(s)—Ord. No. 240-05-04, § 1, adopted May 4, 2004, repealed § 110.391, License fee, derived from Ord. No. 447-08-03, § 1, adopted Aug. 5, 2003.

§ 110.392. Application.

(a) In addition to information required in the general licensing provisions of this chapter, the application for a special event license shall include:

- (1) The name and address of all persons acting as sponsors of the special event.
- (2) The purpose of the special event and the estimated number of participants or those otherwise attending.
- (3) The date or dates the special event is to be held and the time it commences and terminates.
- (4) A list of all vendors doing business during the special event, including type of concession.
- (5) Whether any music will be provided, either live or recorded.
- (6) Whether the use of alcoholic beverages will be permitted or sold during the special event.
- (7) A statement as to the number of trash containers that will be available at the special event.
- (8) A signed statement that the applicant shall hold harmless the city, its officers and employees, and shall indemnify the city, its officers and employees for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the license. Applicant shall furnish and maintain public liability and property damage insurance as will protect applicant, property owners, and the city from all claims for damage to property or bodily injury, including death, which may arise from operations under the license or in connection therewith. The insurance shall provide coverage of not less than \$1,000,000 for bodily injury and for property damage per occurrence. The insurance shall be without prejudice to coverage otherwise existing, and shall have as additional insured the city, its officers and employees, and shall further provide that the policy shall not terminate or be canceled prior to the expiration of the license without 30 days' written notice to the city clerk.

(9) Block party applications must include the following:

(i) Proof of consent from at least 75% of households on the affected block(s)

(ii) A signed statement acknowledging compliance with City regulations.

(910) If the special event is substantially in the form of a block party and the applicant desires to purchase the required insurance coverage arranged by the city with a third-party insurance carrier, the fee charged to the applicant for such insurance coverage shall be ~~\$25-55~~ and the city shall subsidize the remainder of the premium.

(b) With the exception of a block party as listed above, ~~the~~ application for a special license shall be submitted at least ~~ten working days~~fourteen calendar days prior to the date upon which the special event is to be held.

-
- (c) In the event the sponsor of the special event is required to obtain a permit for an obstruction of any street, alley, sidewalk, or other public ground or a portion thereof pursuant to Chapter 99 of this Code, the insurance requirements of section 99.12 shall be satisfied by compliance with this Chapter 110.

(Ord. No. 447-08-03, § 2, 8-5-03; Ord. No. 595-10-04, § 1, 10-19-04; Ord. No. 381-06-05, § 2, 6-7-05; Ord. No. 440-06-05, 6-21-05)

§ 110.393. Issuance of license.

- (a) The approving authority shall be the projects coordinator for the office of public works.
- (b) In addition to the requirements of the general licensing provisions, each applicant shall provide the city clerk a certificate of insurance as provided in section 110.392.

(Ord. No. 217-4-01, § 2(Exh. B), 4-17-01; Ord. No. 447-08-03, § 2, 8-5-03; Ord. No. 62-2-13, § 2, 2-5-13)

§ 110.394. Hours of operation.

A special event shall take place only between the hours of 8:00 a.m. and 12:00 midnight. A block party shall take place only between the hours of 8:00 a.m. and 8:30 p.m. No sale of alcoholic liquor outside of a permanent structure is permitted after 11:30 p.m. No music of any kind may be played or broadcast from the outside area or within the permanent structure which is of such a volume so as to disturb the neighborhood in any manner. Music shall not be played or broadcast from the outside area after 12:00 midnight.

(Ord. No. 62-2-13, § 2, 2-5-13)

§ 110.395. Health regulations.

- (a) All persons operating concessions during the special event shall be subject to and comply with all applicable requirements and standards for dispensing and purveying food contained in this Code.
- (b) All food held, offered for sale, or sold during the special event shall be subject to and comply with all applicable requirements for that food contained in this Code and the rules and regulations promulgated hereunder.

§ 110.396. Restrictions.

- (a) No vehicle shall be allowed on the Old State Capitol Mall at any time; provided, however, the licensee who has been issued permits by the superintendent of motor vehicle parking, may drive vehicles on the east/west running sidewalks immediately adjacent to the Old State Capitol. Permits for driving vehicles upon the sidewalks shall be issued by the superintendent of motor vehicle parking at no cost and shall be subject to such other conditions as the superintendent of motor vehicle parking deems necessary to protect the mall and persons using it.
- (b) The licensee shall provide waste disposal receptacles for use of those attending the special event.
- (c) The licensee shall be responsible for placing all trash and debris in appropriate containers, making it ready for removal prior to 8:00 a.m. of the next day.
- (d) Licensee shall provide toilet facilities for use of those attending the special event.
- (e) No vehicle shall be used in conjunction with an unauthorized special event that is substantially in the form of a block party. Vehicles used in violation of this section shall be subject to a fine and immediate towing under

chapters 76, 79 and 82. Vehicles used in violation of this section shall be subject to immobilization pursuant to chapter 82.

(Ord. No. 217-4-01, § 2(Exh. B), 4-17-01; Ord. No. 470-10-23, § 1(Exh. B), 10-17-23)

§ 110.397. Necessity for other licenses.

All applicable licenses and permits required by this Code must be obtained by all persons engaging in vending operations, provided that an Old State Capitol Mall vendors license is not required.

§ 110.398. Penalty.

In addition to the penalties provided for in section 110.999 of this Code, any person violating this article by sponsoring or promoting a special event without a license as required hereunder shall be fined no less than \$250 per occasion. Any person sponsoring or promoting an unlicensed special event that results in a call for service for the city, including emergency and non-emergency requests for police presence, may be fined the greater of \$10,000 or the actual cost for the city to respond, but in no event shall the fine exceed \$50,000.

(Ord. No. 202-05-24, § 1(Exh. A), 5-21-24)

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
DATE OF 1ST READING: 9/16/2025

OFFICE REQUESTING: Council Coordinator

CONTACT PERSON: Alderwoman Jennifer Notariano
PHONE NUMBER: _____

EMERGENCY PASSAGE: No Yes If yes, explain justification.

TYPE OF ORDINANCE: _____ **FISCAL IMPACT:** \$ _____

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

SUGGESTED TITLE:

AN ORDINANCE AMENDING CHAPTER 110 ARTICLE XXXVII OF THE 1988 CITY OF SPRINGFIELD CODE, AS AMENDED, REGULATING TEMPORARY STREET CLOSURES FOR RESIDENTIAL BLOCK PARTIES AS SPECIAL EVENTS

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

CONTRACTOR / VENDOR NAME: _____ **VENDOR NO:** _____

CONTRACT TERM: _____ **Change in Scope** Yes No

CONTRACT AMOUNT:

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

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

Previous Ord #'s _____

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

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

COMMENTS

This ordinance regulates the temporary closure of certain residential streets for block parties.

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

 (Director of OBM)

2025-385

AN ORDINANCE AUTHORIZING THE PURCHASE OF 2 YEAR WARRANTY EXTENSION WARRANTY COVERAGE FOR (99) GETAC S410G5 LAPTOP MOBILE COMPUTERS IN AN AMOUNT OF \$71,775.00.00 FROM PCN STRATEGIES, INC FOR THE SPRINGFIELD POLICE DEPARTMENT

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

WHEREAS, the Springfield Police Department desires to purchase a 2 year extended warranty to protect the (99) mobile computers in the event of any damage occurring during use or malfunctions due to hardware failure; and

WHEREAS, the said purchase from PCN Strategies, Inc. will provide the extended coverage for the (99) mobile computers due to current warranty expiring on September 27, 2025; and

WHEREAS, the City Purchasing Agent has made a determination, in writing, that this contract is exempt from the provisions of the City Purchasing Code requiring sealed competitive bidding pursuant to the exceptions contained in Section 38.40 pertaining to Sole Source Procurement; and

WHEREAS, a copy of the contract with PCN Strategies, Inc. shall be on file in the Office of the City Clerk.

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

Section 1: That the City Council hereby authorizes the purchase of 2 year extended warranty coverage for (99) GETAC S410 G5 Laptop mobile computers from PCN Strategies, Inc. in the amount of \$71,775.00. The Mayor and City Clerk are hereby authorized to execute any necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay PCN Strategies, Inc. (VC*3154) an amount not to exceed \$71,775.00 from Account Number 001-112-POLC-POPR-1604.

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

 9-8-25

Office of Corporation Counsel / Date



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

MEMORANDUM

TO: Calvin Gaskill
Springfield Police Department

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: August 27, 2025

SUBJECT: Sole Source Exemption

I have reviewed the Ordinance Fact Sheet for PCN Strategies, Inc., for the 2 additional extended-year warranties on 99 Getac S410 G3 Laptop computers for the Springfield Police Department.

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



PCN Strategies, Inc.
 1420 K Street NW Suite 600
 Washington, District of Columbia 20005
 United States

Quotation (Open)
 Quote # : 1022063 1 rev of 1
 Modified Date: Aug 26, 2025 03:12 PM CDT
 Description: S410 Extended Warranty 2 Years

Account Manager: Erin Vance 202-494-4525
Email: erin.v@pcnstrategies.com

Customer Contact
 Gardner, Michael
 michael.gardner@springfield.il.us
 (P) (217)788-8345 x4158

Customer
 City of Springfield (CO0327)
 Gardner, Michael
 800 E Monroe St
 Springfield, IL 62701
 United States
 (P) 217-789-2200

Bill To
 SPRINGFIELD POLICE
 DEPARTMENT
 Gardner, Mike
 OFFICE OF THE CHIEF OF POLICE
 800 E Monroe St, 3rd FL
 Springfield, IL 62701
 United States
 (P) 217-789-2200

Ship To
 SPRINGFIELD POLICE
 DEPARTMENT
 Gardner, Mike
 OFFICE OF THE CHIEF OF POLICE
 800 E Monroe St, 3rd FL
 Springfield, IL 62701
 United States
 (P) 217-789-2200

Customer PO:	Terms: Undefined	Ship Via: FedEx Ground
Special Instructions:		Carrier Account #:

#	Description	Part #	List Price	Qty	Unit Price	Total
1	APOS VALUED CUSTOMER B2B EXTENDED WARRANTY- S SERIES NOTEBOOKS (ADDITIONAL 2Y)	GE-APSYNFV2Y	\$778.70	99	\$725.00	\$71,775.00

*These items are custom built and are not returnable once ordered.

Subtotal: \$71,775.00
Total: \$71,775.00
 (List Price: \$77,091.30)

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: \$71,775.00

SUGGESTED TITLE: Ordinance Authorizing Purchase of 2 year extended warranty coverage for (99) GETAC S410 G5 Laptop Mobile Computers in an amount not to exceed \$71,775.00 from PCN Strategies Inc. for the Springfield Police Department.

CONTRACTOR / VENDOR NAME: PCN Strategies Inc. VENDOR NO: VC*3154

CONTRACT TERM: 9/27/2025-9/27/2027 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: Sole Source
 Exception: _____
 Code Provision: _____

Previous Ord #'s _____

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

Accounting Information (If more than four accounts, please attach list)

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	001	112	POLC	POPR	1604	71,775.00
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)
 Quote#1022063

STAFF ANALYSIS

Extended Warranties for 2 additional years on (99) GETAC laptops utilized by SPD Officers. These computers have warranty coverages expiring on 9/27/2025 and the full-coverage warranties would be extended to 9/27/2027 in order to protect these mobile computers in the event of any damage occurring during use or malfunctions due to hardware failure.

FUNDS CHECK BY: Justin Wingarter
 DIRECTOR / SUPERVISOR: D.C. [Signature]
 CITY PURCHASING AGENT: J Michael Lesko
 SIGN OFF: _____
(Mayor's Signature) GEM

Date: 8/27/25
 Date: 8/27/25
 Date: 08/27/2025

(Director of GBM)

The information supplied on this form is not confidential information.

AN ORDINANCE ACCEPTING AND AUTHORIZING CONTRACT #PD26-08-27 WITH MORROW BROTHERS FORD INC. FOR THE PURCHASE AND DELIVERY OF (2) FORD MAVERICKS FOR AN AMOUNT NOT TO EXCEED \$60,570.00 FOR THE SPRINGFIELD POLICE DEPARTMENT

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

WHEREAS, the Springfield Police Department desires to purchase (2) Ford Mavericks from Morrow Brothers Ford Inc., under State Contract #PD26-08-27, in the amount not to exceed \$60,570.00; and

WHEREAS, the City 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 38.50 pertaining Sealed Competitive Bids as this purchase will be made under the state of Illinois contract available for joint purchasing; and

WHEREAS, the state contract shall be located in the Office of the City Clerk and identified as State Contract #PD26-08-27.

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

Section 1: That the City Council hereby authorizes and accepts the purchase and delivery of (2) Ford Mavericks from Morrow Brothers Ford, Inc., in the amount not to exceed \$60,570.00 for the Springfield Police Department. The Mayor and City Clerk are authorized to execute a contract on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay Morrow Brothers Ford, Inc. (0MOR4945) from account number 001-112-POLC-POPR-1502 for a total amount not to exceed \$60,570.00.

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 Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher



Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Springfield 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: \$60,570.00

SUGGESTED TITLE: Ordinance Accepting & Authorizing Execution of Contract #PD26-08-27-Purchase and Delivery of (2) Ford Mavericks through Morrow Brother's Ford, Inc. in an amount not to Exceed \$60,570.00 for the Springfield Police Department.

CONTRACTOR / VENDOR NAME: Morrow Brother's Ford, Inc. VENDOR NO: 0MOR4945

CONTRACT TERM: _____ Change in Scope Yes No

CONTRACT AMOUNT: \$60,570.00
(Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one)

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

Previous Ord #'s _____

Is Purchasing Agent approval required? No Yes

Is Purchasing Agent approval attached? No Yes

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	001	112	POLC	POPR	1502	60,570.00
2						
3						
4						

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

Bid book

STAFF ANALYSIS

Accepting & Authorizing Execution of Contract #PD26-08-27-Purchase and Delivery of (2) Ford Mavericks through Morrow Brother's Ford, Inc. as lowest bid meeting specs. To be utilized by the Community Service Officers in order to replace aging and high mileage Ford Focus hatchbacks currently in the fleet.

FUNDS CHECK BY: Justin Wingenter

Date: 8/27/25

DIRECTOR / SUPERVISOR: D.C. Dew

Date: 8/22/25

CITY PURCHASING AGENT: Michael Park

Date: 8-15-25

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

_____ **[Signature]**
(Director of OBM)

The information supplied on this form is not confidential information.

2025-387

AN ORDINANCE AUTHORIZING GRANT NO. 25-0155ORC FROM THE STATE OF ILLINOIS OFFICE OF THE ATTORNEY GENERAL, IN THE AMOUNT OF \$84,000.00, FOR THE ORGANIZED RETAIL CRIME GRANT PROGRAM AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$84,000.00 FOR THE SPRINGFIELD POLICE DEPARTMENT, FOR EMERGENCY PASSAGE

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

WHEREAS, the State of Illinois Office of the Attorney General has approved Grant No. 25-0155ORC in the amount of \$84,000.00 for the Springfield Police Department for the Organized Retail Crime Grant Program effective July 1, 2025, through June 30, 2026; and

WHEREAS, the Springfield Police Department desires to accept this grant; and

WHEREAS, the Springfield Police Department is requesting a supplemental appropriation in the amount of \$84,000.00 for the Organized Retail Crime Grant Program; and

WHEREAS, a copy of the grant agreement shall be on file in the Office of the City Clerk and identified as No. 25-0155ORC.

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

Section 1: That the City Council hereby accepts Grant No. 25-0155ORC from the State of Illinois Office of the Attorney General for the Organized Retail Crime Grant Program in the amount of \$84,000.00 for the Springfield Police Department. The Mayor and City Clerk are hereby authorized to execute the grant and any documents necessary to effectuate this grant on behalf of the City of Springfield.

Section 2: That the City Council hereby authorizes a supplemental appropriation in the amount of \$84,000.00 for the Springfield Police Departments as follows:

FROM REVENUE ACCOUNT	AMOUNT
001-112-POLC-ORCG-2014	\$84,000.00

TO EXPENDITURE ACCOUNT	AMOUNTS
077-112-POLC-ORCG-1507	\$ 84,000.00

Section 3: That the Office of Budget and Management is hereby directed to make the necessary deposit of funds in accordance with the above-listed account.

Section 4: That the City Clerk is hereby directed to publish this ordinance in pamphlet form.

Section 5: That this ordinance shall become effective immediately upon its passage, publication in pamphlet form and recording by the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____

City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 **9-8-25**
Office of Corporation Counsel /Date



OFFICE OF THE ATTORNEY GENERAL
STATE OF ILLINOIS

KWAME RAOUL
ATTORNEY GENERAL

ORGANIZED RETAIL CRIME GRANT PROGRAM
GRANT AGREEMENT
26-0155ORC

This agreement, made this ____ day of ____, 2025, by and between the State of Illinois represented by the Attorney General of the State of Illinois, hereinafter referred to as Administrator, and, City of Springfield, Springfield Police Department, an Illinois governmental agency, hereinafter referred to as Grantee, witnesseth:

WHEREAS, pursuant to Article 38, Section 30 of Public Act 103-0589 (the Public Act), the Illinois General Assembly has appropriated from the General Revenue Fund to the Attorney General the sum of \$5,000,000, or so much thereof as may be necessary, for grants to law enforcement agencies to investigate and prosecute organized retail crime.

WHEREAS, Grantee has submitted to the Administrator a grant proposal dated, 5/19/2025 7:50:20 PM, together with plans and specifications for organized retail crime enforcement in the County of Sangamon State of Illinois; and

WHEREAS, the grant proposal is acceptable to the Administrator and appears to comport with all applicable standards and procedures; and

WHEREAS, the Administrator desires that Grantee perform services as hereinafter set forth in accordance with the terms and conditions hereinafter provided;

NOW, THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Public Act and in consideration of Grantee's representations contained in its grant proposal dated 5/19/2025 7:50:20 PM, and of the benefits to accrue to the People of the State of Illinois from the accomplishment of the project detailed in said grant proposal, the parties hereto mutually promise and agree as follows:

1. TERM. The term of this Agreement is for a period of 12 months, commencing July 1, 2025, and ending June 30, 2026, unless sooner terminated as herein provided.

2. PROVISION OF SERVICES AND GRANT ADMINISTRATION. Grantee agrees as follows:

(a) Grantee shall use \$84,000.00 as outlined in the Budget of the application. Funds are available to program expenditures as shown in the Budget, Exhibit A.

(b) Grantee shall submit to the Administrator financial and activity reports each quarter covering the previous three (3) month period. Such reports shall be on forms specified by the Administrator. All reporting forms must be received by the Administrator no later than fifteen (15) days following the end of the reporting period. Failure to comply with the deadlines for filing reports may result in the delay of payment, the withholding or suspension of the distribution of funds, or the termination of this Agreement.

(c) Grantee shall permit agents of the Administrator to inspect the financial records of Grantee as they relate to this Agreement; and

(d) Grantee shall permit agents of the Administrator to enter the premises of Grantee to observe the operation of Grantee's program. The Administrator shall give Grantee reasonable notice of intent to enter for purposes of observing, and such observation shall not unreasonably interfere with the conduct of Grantee in the providing of its services.

3. GRANT AWARD. Administrator agrees to contribute and provide financial support to Grantee in the amount of \$84,000.00. Grantee agrees to use such funds solely for the provision of services as specified in paragraph 2 of this Agreement and strictly in accordance with the project budget, which is attached hereto, marked as "Exhibit A," and by reference incorporated herein, unless Grantee has otherwise modified the program or provision of services, in accordance with paragraph four (4) of this Grant Agreement. Administrator shall complete processing on the conditions that sufficient funds have been deposited and that such funds have been appropriated for the purposes of this Agreement by the General Assembly of the State of Illinois and are available to the Administrator for disbursement for purposes of this Grant Agreement, and the Grantee has signed, notarized and returned an Agreement document to the Administrator.

4. MODIFICATION OF PROGRAM. Grantee shall not change, modify, revise, alter, amend, or delete any part of the services it has agreed to provide or change, alter, or extend the time constraints it shall have first obtained the written consent for such change, modification, revision, alteration, amendment, deletion, or extension from the Administrator. Furthermore, unless Grantee obtains the prior written consent of the Administrator, Grantee shall not do or cause to be done any of the following:

(a) Incur any expense or financial obligation from the grant award except as authorized by and provided in paragraph 2 and the project budget, which is attached hereto, marked as "Exhibit A," and by reference incorporated herein;

(b) Incur expenses or financial obligations from such grant award in any line-item category of such project budget in excess of the amount provided in such line-item category; or

(c) Transfer any money from one line-item category of such project budget to another line-item category without approval by the Administrator.

5. ASSIGNMENT. Grantee shall make no assignment of this Agreement or of any right accruing under this Agreement or of any monies granted to Grantee pursuant to this Agreement without the written consent of the Administrator.

6. TERMINATION OF AGREEMENT. This Agreement may be terminated and canceled for cause by the Administrator, by giving written notice to Grantee thirty (30) days in advance of such termination and cancellation, delivered by certified mail, return receipt requested, to Grantee as hereinafter provided. In the event that this Agreement is terminated prior to the expiration date, Grantee shall promptly return to Administrator all unexpended or lapsed funds.

7. EXPENDITURE OF GRANT FUNDS.

(a) All grant funds awarded hereunder shall be expended within the term of this Grant Agreement. Any grant funds not expended or legally obligated by the end of the term of this Grant Agreement must be returned to the Administrator within forty-five (45) days after the end of the term of this Grant Agreement. This Grant Agreement is subject to the Illinois Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*)

(b) Grantee agrees that neither it nor its employees shall:

1) knowingly use grant funds, or good or services purchased with grant funds, to engage, either directly or indirectly, in a prohibited political activity; or

2) be knowingly compensated from grant funds for time spent engaging in a prohibited political activity.

For purposes of this paragraph, "prohibited political activity" has the meaning established in Section 1-5 of the State Officials and Employees Ethics Act (5 ILCS 430/1-5). Grantee acknowledges that a knowing violation of this paragraph is a business offense, and that Grantee may be fined up to \$5,000.

8. SEVERABILITY. This Agreement and all provisions hereof are intended to be whole and entire, and no provision or any part hereof is intended to be severable. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other Agreements, oral or otherwise, regarding the subject matter of the Agreement, shall be deemed to exist or bind any party hereto.

9. CONFLICT OF INTEREST. Grantee agrees to comply with the provisions of the Illinois Procurement Code (Procurement Code) prohibiting conflicts of interest (30 ILCS 500/50-13) and the Attorney General's rules relating to ethics (44 Ill. Adm. Code §§1300.5013 through 1300.5035); and all the terms, conditions, and provisions of those sections apply to this Agreement and are made a part of this Agreement the same as though they were incorporated and included herein.

10. DISCRIMINATION.

(a) The provisions of Public Works Employment Discrimination Act (775 ILCS 10/0.01 *et seq.*) are applicable to this contract.

(b) Grantee hereby agrees to:

1) Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

2) Comply with the procedures and requirements of the regulations of the Department of Human Rights concerning equal employment opportunities and affirmative action; and

3) Provide such information, with respect to its employees and applicants for employment, and assistance as the Department of Human Rights may reasonably request. 775 ILCS 5/2-105.

(c) The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*) and the regulations promulgated thereunder (28 C.F.R. §35.130), hereinafter collectively referred to as the "ADA," prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit, or service. As a condition to this Special Project Grant Agreement, Grantee certifies that services, programs, activities provided under this Special Project Grant Agreement are and will continue to be in compliance with the ADA.

11. SEXUAL HARASSMENT POLICIES. Grantee agrees to establish and maintain written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of "sexual harassment" under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by section 6-101 of the Illinois Human Rights Act (775 ILCS 5/6-101). 775 ILCS 5/2-105(A)(4).

12. IMMIGRATION REFORM AND CONTROL ACT OF 1986. Grantee hereby certifies that, to the extent applicable to this Agreement, Grantee has complied with the

provisions and requirements of the Immigration Reform and Control Act of 1986 (Public Law 99-603, effective November 6, 1986).

13. **BRIBERY.** Grantee hereby certifies that neither it nor any of its authorized agents has been convicted or made an admission as a matter of record of having bribed or attempted to bribe an officer or employee of any federal, State, or local governmental entity. 30 ILCS 500/50-5. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

14. **FELONY CONVICTION.** Grantee certifies that it is not barred from being awarded a contract or subcontract under Section 50-10 of the Procurement Code (30 ILCS 500/50-10), which prohibits a person or business convicted of a felony from doing business with the State of Illinois or any State agency from the date of conviction until five (5) years after the completion of the sentence for that felony, unless the person(s) held responsible by a prosecutorial office for the facts upon which the conviction was based has no involvement with the business. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

15. **SARBANES-OXLEY ACT.** Grantee certifies that it is not barred from being awarded a contract under Section 50-10.5 of the Procurement Code (30 ILCS 500/50-10.5), which prohibits a business from bidding on or entering into a contract or subcontract under the Procurement Code, if the business or any officer, director, partner, or other managerial agent of the business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 (15 U.S.C. §7201 et seq.) or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 (815 ILCS 5/1 et seq.) for a period of five (5) years prior to the date of the bid or contract. Grantee acknowledges that the Administrator shall declare this contract void if this certification is false.

16. **NON-ASSISTANCE CERTIFICATION.** Grantee certifies that it is not barred from being awarded a contract under Section 50-10.5(e) of the Procurement Code (30 ILCS 500/50-10.5(e)), which prohibits a person or business from bidding on or entering into a contract with the State if the person or business:

(a) assisted the State or the Administrator in determining whether there is a need for the contract except as part of a response to a publicly issued request for information; or

(b) assisted the State or the Administrator by reviewing, drafting, or preparing any invitation for bids, a request for proposal, or request for information or provided similar assistance, except as part of a publicly issued opportunity to review drafts of all or part of these documents.

For purposes of this Certification, "business" includes all individuals with whom a business is affiliated, including, but not limited to, any officer, agent, employee, consultant, independent contractor, director, partner, manager, or shareholder of business.

17. **DEBT DELINQUENCY.** Grantee certifies that neither it nor any of its affiliates is barred from entering into a contract or subcontract under Section 50-11 of the Procurement Code (30 ILCS 500/50-11), which prohibits any person who knows or should know that he or

she or any affiliate is delinquent in the payment of any debt to the State from entering into a contract with a State agency, unless that person or affiliate of that person, has entered into a deferred payment plan to pay off the debt. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

18. **USE TAX.** Grantee certifies that neither it nor any of its affiliates is barred from entering into a contract or subcontract under Section 50-12 of the Procurement Code (30 ILCS 500/50-12), which prohibits a person from entering into a contract with a State agency, unless the person and all of the person's affiliates collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of Illinois' Use Tax Act (35 ILCS 105/1 et seq.) regardless of whether the person or affiliate is a "retailer maintaining a place of business within Illinois." Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

19. **ENVIRONMENTAL PROTECTION ACT.** Grantee certifies that it is not barred from being awarded a contract or subcontract under Section 50-14 of the Procurement Code (30 ILCS 500/50-14), which prohibits for a period of five (5) years a person or business from doing business with the State of Illinois, including any State agency if the person or business has been found by a court or by the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act and unless the person or business can show that no person involved in the violation continues to have any involvement with the business or there is no practicable contractual alternative available to the State. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

20. **FORCED LABOR.** Grantee certifies, in accordance with Section 10 of the State Prohibition of Goods from Forced Labor Act (30 ILCS 583/10), that none of the equipment, materials or supplies furnished pursuant to the provisions of this contract constitute imported, foreign-made goods which were produced in whole or in part by forced labor, convict labor or indentured labor. Grantee acknowledges that providing a false certification under this Section of the contract may result in: (1) this contract being voided at the Administrator's option; (2) the Grantee being assessed a penalty of \$1,000 or an amount equal to 20% of the value of the equipment, materials or supplies produced by forced labor, convict labor or indentured labor; and/or (3) the Grantee being suspended from bidding on any State contract for up to 360 days.

21. **CHILD LABOR CERTIFICATION.** Grantee certifies, in accordance with Section 10 of the State Prohibition of Goods from Child Labor Act (30 ILCS 584/10), that none of the equipment, materials or supplies furnished pursuant to the provisions of this contract constitute imported, foreign-made goods which were produced in whole or in part by the labor of a child under the age of 12. Grantee acknowledges that providing a false certification under this Section of the contract may result in: (1) this contract being voided at the Administrator's option; (2) the Grantee being assessed a penalty of \$1,000 or an amount equal to 20% of the value of the equipment, materials or supplies produced by child labor; and/or (3) the Grantee being suspended from bidding on any State contract for up to 360 days.

22. EDUCATIONAL LOANS. To the extent that the Educational Loan Default Act (5 ILCS 385/0.01 et seq.) applies hereto, Grantee certifies that it is not in default on an educational loan.

23. BID RIGGING AND BID ROTATING. Grantee certifies that it has not been barred from bidding on this contract as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 or the Criminal Code of 2012 (720 ILCS 5/33E-3, 33E-4).

24. DUES TO CLUBS WHICH DISCRIMINATE. Grantee certifies that it is not prohibited from providing goods or services to the State of Illinois or from receiving any award or grant from the State of Illinois because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates. 775 ILCS 25/2.

25. INTERNATIONAL ANTI-BOYCOTT. Grantee certifies and agrees that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the United States Export Administration Act of 1979 (50 U.S.C. §4601 et seq.) or the regulations of the United States Department of Commerce promulgated under that Act.

26. DRUG FREE WORKPLACE CERTIFICATION. This Grant Agreement may be subject to the Drug Free Workplace Act (30 ILCS 580/1 et seq.). If it meets the definition of "grantee" under section 2 of the aforementioned Act (30 ILCS 580/2), Grantee certifies and agrees that it will provide a drug free workplace as provided under section 3 of the Drug Free Workplace Act (30 ILCS 580/3) by:

(a) Publishing a statement:

i) Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in Grantee's or contractor's workplace;

ii) Specifying the actions that will be taken against employees for violations of such prohibition; and

iii) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

A) Abide by the terms of the statement; and

B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

i) The dangers of drug abuse in the workplace;

- ii) Grantee's or contractor's policy of maintaining a drug free workplace;
- iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- iv) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the Administrator within ten (10) days after receiving notice under part (B) of paragraph (iii) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

27. REVOLVING DOOR PROHIBITION CERTIFICATION. Grantee certifies that it is not barred from engaging in any procurement activities under Section 50-30 of the Procurement Code (30 ILCS 500/50-30).

28. TAXPAYER IDENTIFICATION NUMBER CERTIFICATION. Grantee certifies, under penalty of perjury, that its Federal Taxpayer Identification Number listed herein is accurate and true. Grantee further certifies that it is not subject to backup withholding because: (a) Grantee is exempt from backup withholding; or (b) Grantee has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified Grantee that it is no longer subject to backup withholding. Grantee also certifies that it is a U.S. citizen or other U.S. person.

Name of Grantee: City of Springfield, Springfield Police Department
(This should match the exact name on file with the IRS for the TIN Number provided below)

TIN Number (Federal Employer Identification Number): 37-6002037

Grantee certifies that it is performing the services covered by this Agreement as a Government Entity – Political Subdivision of the State of Illinois.

29. BOARD OF ELECTIONS REGISTRATION CERTIFICATION. Grantee certifies that either (check applicable box):

The Grantee is not required to register as a business entity with the State Board of Elections pursuant to sections 20-160 of the Procurement Code (30 ILCS 500/20-160) and Title 44, Section 1300.08 of the Attorney General's Procurement rules with respect to its contracts, bids, and proposals with the Office of the Attorney General; or

The Grantee has registered as a business entity with the State Board of Elections with respect to its contracts, bids, and proposals with the Office of the Attorney General and acknowledges a continuing duty to update the registration.

This contract is voidable in accordance with the provisions of section 50-60 of the Procurement Code (30 ILCS 500/50-60) for Grantee's failure to comply with section 20-160 with respect to the Grantee's contracts, bids, and proposals with the Attorney General.

30. EXPATRIATED ENTITY CERTIFICATION. As a condition of this Contract, Grantee certifies that it is not barred from bidding or entering into a contract with the State of Illinois as an "expatriated entity," as that term is defined in Section 1-15.120 of the Procurement Code (30 ILCS 500/1-15.120), or a member of a "unitary business group," as that phrase is defined in the Illinois Income Tax Act (35 ILCS 5/1501(a)(27)) with an expatriated entity as a member. 30 ILCS 500/50-17.

31. ATTEMPT TO INFLUENCE GRANT PROCESS CERTIFICATION. As a condition of this Contract, Grantee certifies that it has not retained a person or entity to attempt to influence the outcome of the award process associated with this grant.

32. CYBERSECURITY RISK CERTIFICATION. Grantee certifies that it is not prohibited from being awarded this grant due to a United States Department of Homeland Security Binding Operational Directive relating to cybersecurity risks. (30 ILCS 500/25-90).

33. LEGAL ENTITY AUTHORIZED TO TRANSACT BUSINESS IN ILLINOIS. Grantee certifies that it is a legal entity as of the date for submitting an application for the grant award contemplated by this Agreement. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity to qualify as a grantee prior to submitting an application for the grant contemplated by this Agreement. The legal entity must be authorized to transact business or conduct affairs in Illinois prior to execution of this Agreement,

34. NOTICES. Written notices shall be sent to the parties at the addresses given below, unless otherwise instructed:

ADMINISTRATOR'S ADDRESS:

Attorney General of the State of Illinois
115 South LaSalle Street
Chicago, Illinois 60603

GRANTEE'S ADDRESS:

City of Springfield, Springfield Police Department
800 E Monroe St
Springfield, IL 62701

In all correspondence between the parties hereto with respect to this Grant Agreement, the grant number shall be clearly identified as: 26-0155ORC.

35. MAINTENANCE OF RECORDS. Grantee shall maintain and preserve all books, records, or papers relating to the programs or projects for which funds were provided under this contract, including the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract for a period of five (5) years after the completion of the contract. Grantee shall make available the contract and all books, records, and papers related to the contract for review and audit by the Auditor General of the State of Illinois or the Administrator. Grantee agrees to cooperate fully with any audit conducted hereunder and to provide full and free access to all relevant materials. Grantee's failure to maintain the books, records, and papers required by this paragraph shall establish a presumption in favor of the Administrator for the recovery of any funds paid for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

36. INDEPENDENT CONTRACTOR. Nothing in this Agreement shall be considered to create the relationship of employer and employee or principal and agent between the parties hereto. In the performance of this Agreement, Grantee shall act as and shall be deemed at all times to be an independent contractor.

37. MODIFICATION OF AGREEMENT. No alteration, amendment, modification, variation, addition, or deletion of any provision of this Agreement shall be effective unless it is in writing and signed by the parties hereto.

38. APPLICABLE LAWS. The Grant Agreement and the Grantee's obligations and services under the Grant Agreement are hereby made subject to and must be performed in compliance with all Federal and State laws. The Grant Agreement shall be construed in accordance with and governed in all respects by the laws of the State of Illinois.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands on the day and year first above written.

Administrator

Signature: _____

By: Kwame Raoul, Illinois Attorney General

Date

Grantee: _____

Signature: _____

By: _____
(Grantee Leadership printed name and title)

Date

GRANTEE CERTIFICATION:

I, _____,
(Grantee Leadership's printed name and title)

hereby certify under oath, in accordance with section 4 of the Illinois Grant Funds Recovery Act (30 ILCS 705/4), that all information in this Grant Agreement is true and correct to the best of my knowledge, information and belief. I further certify, under oath, that the funds shall be used only for the purposes set forth in this Grant Agreement and that the award of grant funds is conditioned upon this certification.

(Grantee Leadership's signature)

Subscribed and sworn before me on this ____ day of _____, 2025.

(Notary Public's signature) (Notary Public's stamp)

6025-388

EXHIBIT A
Grant Award
PROJECT BUDGET
26-0155ORC

Equipment	\$84,000.00
LPR/PTZ Cameras	
Training	
Officer Overtime Pay	
Contractual	
Total:	\$84,000.00

ORDINANCE FACT SHEET

DATE OF 1st READING: 9/24/2024

OFFICE REQUESTING: SPD

CONTACT PERSON: Kalvin Gaskill

PHONE NUMBER: 217-788-8345 x4314

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

Deadline for signed Grant Agreement will pass. Extension has been granted in order to return the signed agreement to Grantor as soon as possible.

FISCAL IMPACT: \$84,000.00

SUGGESTED TITLE: An Ordinance to accept \$84,000.00 in funding through the Organized Retail Crime Grant Program including A Supplemental Appropriation in order to Expend the funds provided by this Grant to investigate and prosecute Organized Retail Crime.

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	001	112	POLC	ORCG	2014	84,000.00
2						
3						
4						

EXPENDITURE						
	Fund	Agency	Org	Activity	Object	Amount
1	001	112	POLC	ORCG	1507	84,000.00
2						
3						
4						

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

Grant Agreement 26-0155ORC

STAFF ANALYSIS

FY26 organized Retail Crime Grant awarded through IL Office of Attorney General in the award amount of \$84,000.00

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

Date: 8/27/25
 Date: 8/27/25
 Date: 08/27/2025

SIGN OFF: _____
 (Mayor's Signature) GEM

 (Director of OBM)

The information supplied on this form is not confidential information.