

AN ORDINANCE AUTHORIZING THE RENEWAL OF CISCO SMARTNET SUPPORT MAINTENANCE FOR THE CORE INFRASTRUCTURE EQUIPMENT FROM PRESIDIO NETWORKED SOLUTIONS LLC FROM A STATE CONTRACT IN AN AMOUNT NOT TO EXCEED \$59,250.80, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance authorizes and approves the renewal of a twelve (12) month maintenance and support of Cisco Smartnet Business Network Infrastructure Maintenance from Presidio Networked Solutions LLC ("Presidio"), and

WHEREAS, the existing support package is expiring, and

WHEREAS, the purchase of continued support is necessary, and

WHEREAS, in accordance with the provisions of Section 38.50 of the City Code, the Purchasing Agent has determined that this contract is not subject to sealed competitive bidding because it is a joint purchase under the State of Illinois contract number 24-448DOIT-ADMIN-P-53992.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves the renewal of Cisco Smartnet Business Network Infrastructure Maintenance from Presidio in an amount not to exceed Fifty-Nine Thousand Two Hundred Fifty Dollars and Eighty Cents (\$59,250.80).

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

Section 3. The payment to Presidio for the total maximum amount of Fifty-Nine Thousand Two Hundred Fifty Dollars and Eighty Cents (\$59,250.80) from Account Nos. 101-200-JB-6238-1206 and 102-200-JB-7838-1206 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:

 9-30-25

Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

**Office of Public Utilities  
ORDINANCE DISCUSSION SHEET**

**VENDOR/AWARD:**

VENDOR NAME: Presidio Networked Solutions LLC  
CONTRACT AMOUNT: \$59,250.80  
TYPE OF AWARD: Joint Purchase - State

**PRIOR ORDINANCE INFORMATION:**

Most recent: Ord. 502-11-23, Presidio Networked Solutions, \$74,172.58, 1 yr.; 379-10-24, 1 yr. \$96,007.91

**INFORMATION:**

This is a standard ordinance for the purchase of Cisco infrastructure maintenance using State Contract 24-448DOIT-ADMIN-P-53992.

This Ordinance authorizes the purchase of Cisco maintenance in an amount not to exceed \$59,250.80, with Presidio Networked Solutions LLC ("Presidio"). The State of Illinois solicited bids and allows municipalities to share in the bulk cost savings by ordering off such contracts. This Ordinance authorizes the renewal of maintenance and support for the City's business network infrastructure. It provides hardware maintenance for the servers in the data centers, including Smartnet support for the Miller Street, Dallman, and Municipal Center West devices, the Municipal Center East and Groth Street chassis, datacenter switches, firewall devices, and wireless bridge components.

Presidio is not a local vendor.



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

**MEMORANDUM**

**TO:** Michelle Carlisle  
Office of Public Utilities

**FROM:** Mike Lesko, Purchasing Agent *JML*

**DATE:** September 16, 2025

**SUBJECT:** Joint Contract Purchasing Determination

I have reviewed the Ordinance Fact Sheet with Presidio Network Solutions, for CISCO infrastructure maintenance for the Office of Public Utilities.

The State of Illinois Joint Purchasing Contract Number is #24-448DOIT-ADMIN-P-53992.

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

**TO:** City of Springfield, IL  
Jay Underfanger  
300 S. 7th Rm B7  
Springfield, IL 62701  
  
jay.underfanger@cwlp.com  
(p) 217-789-2043  
(f) (217) 789-2210

**FROM:** Presidio Networked Solutions Group, LLC  
Tadd Gerst  
225 West Washington  
Suite 1450  
Chicago, IL 60606  
  
tgerst@presidio.com  
(p) +1.309.306.7833

**BILL TO:** City of Springfield  
Accounts Payable  
800 East Monroe ST. 4th Floor  
municipal Ctr. East  
Springfield, IL 62757  
  
CWLPaccountspayable@cwlp.com  
(p) 999999999

**SHIP TO:** City of Springfield, IL  
Jay Underfanger  
City of Springfield, Office of Public Utilities  
300 South 7th Street, Room 109  
Springfield, IL 62701  
  
jay.underfanger@cwlp.com  
(p) 217-789-2043

**Customer#:** CITYO290  
**Account Manager:** Tadd Gerst  
**Inside Sales Rep:** Amy Peterson  
**Title:** 2025 Smartnet Renewal

**Contract Vehicle:** Illinois DoIT Contract CMT4021089

#	Part #	Description	Unit Price	Qty	Ext Price
1	CON-SMARTNET RENEWAL	CON-SMARTNET RENEWAL	\$59,250.80	1	\$59,250.80
		<b>Start Date:</b> 11/29/2025			
		<b>End Date:</b> 11/28/2026			
		<b>Comments:</b> CCWR# 431970278			

<b>Sub Total:</b>	\$59,250.80
<b>Grand Total:</b>	\$59,250.80

TERMS AND CONDITIONS OF CONTRACT CMT4021089 SHALL GOVERN THIS QUOTE.

QUOTE IS VALID FOR 30 DAYS FROM DATE SHOWN ABOVE.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature



Date



Denotes  
Last Date of  
Support

Contract #	Service Level	Service Level Description	Product #	Product Description	Instance #	Serial #	Qty.	Site ID	Install Site Name	Location/Address	Begin Date	End Date	SMARTnet Service SKU	Unit Price	Ext Price
205056011	SNT	SNTC 8XSXBD	WS-C3850-24XS-E	*Cisco Catalyst 3850 24 Port 10G Fiber Switch IP Services	5198060895	FGC22513/02V	1	2000480220	CITY WATER LIGHT & POWER	800 E MONROE ST SPRINGFIELD, IL 62701 US	29-Nov-2025	28-Nov-2026	CON-SNT-WS850KSE	\$ 2,494.42	\$ 2,494.42
205056011	SNT	SNTC 8XSXBD	WS-C3850-24XS-E	*Cisco Catalyst 3850 24 Port 10G Fiber Switch IP Services	5322708666	YCW2303C/147	1	2000480220	CITY WATER LIGHT & POWER	800 E MONROE ST SPRINGFIELD, IL 62701 US	29-Nov-2025	28-Nov-2026	CON-SNT-WS850KSE	\$ 2,494.42	\$ 2,494.42
205056011	SNT	SNTC 8XSXBD	WS-C3850-24XS-E	*Cisco Catalyst 3850 24 Port 10G Fiber Switch IP Services	5322708675	YCW2303D/17X	1	2000480220	CITY WATER LIGHT & POWER	800 E MONROE ST SPRINGFIELD, IL 62701 US	29-Nov-2025	28-Nov-2026	CON-SNT-WS850KSE	\$ 2,494.42	\$ 2,494.42

Renewal Total \$ 59,250.80

- Ask about our remote management offering.
- Interested in leasing? Please contact your Account Team for more details.
- Interested in a multi-year contract? Ask about additional discounts available.

\* Total does NOT include Tax, Freight, VAT or Duties, where applicable, unless otherwise stated

1. By signing this quotation you are agreeing to Presidio's terms & conditions.
2. This price quote is valid for thirty (30) days from date of issuance.

Authorized By \_\_\_\_\_

2025-389

## Master Blanket Purchase Order 24-448DOIT-ADMIN-P-53992

### Header Information

<b>Purchase Order Number:</b>	24-448DOIT-ADMIN-P-53992	<b>Release Number:</b>	0	<b>Short Description:</b>	JPMC DoIT VoIP & Cisco Equip & Serv RFP
<b>Status:</b>	3PS - Sent	<b>Purchaser:</b>	Lori Andrews	<b>Receipt Method:</b>	Quantity
<b>Fiscal Year:</b>	2024	<b>PO Type:</b>	Blanket	<b>Minor Status:</b>	
<b>Organization:</b>	DoIT - Department of Innovation and Technology	<b>Location:</b>	AE001 - Applications	<b>Type Code:</b>	Competitive Sealed Proposal
<b>Department:</b>	APP448 - Applications	<b>Entered Date:</b>	07/24/2023 10:13:03 AM	<b>Discount %:</b>	0.00%
<b>Alternate ID:</b>	9100001619	<b>Retainage %:</b>	0.00%	<b>Actual Cost:</b>	\$0.00
<b>Days ARO:</b>	1	<b>Release Type:</b>	Direct Release		
<b>Contact Instructions:</b>	Contact Lori A. Andrews, CPPB at lori.andrews@illinois.gov	<b>Tax Rate:</b>			
<b>Print Format:</b>					
<b>Is this a Small Business Set Aside Procurement?:</b>	No				
<b>Date Contract Executed:</b>	07/21/2023				
<b>Master Contract?:</b>	Yes				
<b>Original/ Old Contract/PO Number:</b>	CMT4021089				
<b>Incoterm Key:</b>					
<b>Incoterm Location (City):</b>					
<b>Release Begin Date:</b>					
<b>Release End Date:</b>					
<b>Is there a BEP/VBP Participation Goal? :</b>	Yes				

**Agency Attachments:** [New folder.zip](#)  
[Attachment A To CMT4021089 - Pricing Document 07182023.xlsx](#)  
[CMT4021089 JPMC VOIP Cisco Contract\\_EXECUTED.pdf](#)

**Vendor Attachments:**

### Primary Vendor Information & PO Terms

<b>Vendor:</b>	<b>V00004579 - Presidio Networked Solutions, LLC</b> Doug Risk 401 SW Water St Suite 601 Peoria, IL 61602 US Email: drisk@presidio.com Phone: (309)306-7831	<b>Payment Terms:</b> NA  <b>Shipping Terms:</b>	<b>Shipping Method:</b>  <b>Freight Terms:</b>
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**PO**

<b>Acknowledgements:</b>	Document	Notifications	Acknowledged Date/Time
	Change Order 2	Emailed to drisk@presidio.com at 07/25/2023 02:08:51 PM	
	Change Order 3	Emailed to drisk@presidio.com at 08/29/2023 04:40:23 PM	
	Change Order 4	Emailed to drisk@presidio.com at 09/01/2023 11:28:49 AM	
	Change Order 5	Emailed to drisk@presidio.com at 09/27/2023 12:57:14 PM	
	Change Order 6	Emailed to drisk@presidio.com at 10/04/2023 02:05:13 PM	

### Master Blanket/Contract Vendor Distributor List

Vendor ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
V00004579	Presidio Networked Solutions, LLC	Email	Active

### Master Blanket/Contract Controls

**Master Blanket/Contract Begin Date:** 07/21/2023    **Master Blanket/Contract End Date:** 07/20/2033  
**Cooperative Purchasing Allowed:** Yes

ORDINANCE FACT SHEET

DATE OF 1st READING: 10-07-25

OFFICE REQUESTING: Office of PUBLIC UTILITIES

CONTACT PERSON: Michelle Carlisle

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

PHONE NUMBER: x-2626

FISCAL IMPACT: \$59,250.80

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

CONTRACTOR / VENDOR NAME: Presidio Networked Solutions

VENDOR NO: VC\*1396 mc

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

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

Method of Purchase (check one)

- Low Bid, Low Bid Meeting Specs, Low Evaluated Bid, Other, Exception: Joint Purchase, Code Provision: 38.50(1) State

Previous Ord #'s 502-11-23, 379-10-24

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

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

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

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

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

STAFF ANALYSIS

Approving a 12 month maintenance & support renewal of Cisco SmartNet Maintenance Renewal.

\*\* 101-200-JB-6238-1206 Total amount \$8,887.62 City \$4,443.81 / CWLP \$4,443.81
102-200-JB-7845-1605 Total amount \$50,363.18 City \$25,181.59 / CWLP \$25,181.59

FUNDS CHECK BY: Cavanaugh, Rachel H. Digitally signed by Cavanaugh, Rachel H. Date: 2025.09.16 10:47:19 -0500

Date: \_\_\_\_\_

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown Date: 2025.09.16 09:10:39 -0500

Date: \_\_\_\_\_

CITY PURCHASING AGENT: Lesko, Mike Digitally signed by Lesko, Mike Date: 2025.09.16 11:12:52 -0500

Date: \_\_\_\_\_

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

[Signature] (Director of OBM)

2025-389

AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BHMG ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED \$455,500.00 FOR ENGINEERING SERVICES IN RELATION TO THE SANGAMON SOLAR FARM (MISO PROJECT J1610) AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION OF THE MISO J1610 DEPOSITS, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves and authorizes execution of a Professional Services Agreement with BHMG Engineers, Inc. ("BHMG") in an amount not to exceed \$455,500.00, to perform engineering services in relation to the Sangamon Solar Farm (MISO Project J1610) over a three (3) year period, and

WHEREAS, the Office of Public Utilities signed a Generator Interconnect Agreement ("GIA") with AES to jointly construct the 100 MW Sangamon Solar Farm on the Utilities' transmission line between Chatham Main and Ameren North Auburn substations, and

WHEREAS, BHMG will provide engineering services for civil and structural, substation engineering, line engineering, and construction administration, and

WHEREAS, BHMG has intimate knowledge of the project and previous history of transmission construction projects, and

WHEREAS, in accordance with the provisions of Section 38.38 of the City Code, the Purchasing Agent has determined that this contract is not subject to sealed competitive bidding, and

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

WHEREAS, it is in the best interest of the City to authorize payment of \$455,500.00 from the MISO J1610 deposits for the engineering services related to the Sangamon Solar Farm, MISO Project J1610, and

WHEREAS, this Ordinance authorizes a Supplemental Appropriation in the amount of \$455,500.00 from the City of Springfield's MISO J1610 deposits into Account Nos. 102-100-CBEA-3532-2306 and 102-100-CBAC-3552-2306.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and authorizes execution of a Professional Services Agreement with BHMG in an amount not to exceed Four Hundred Fifty-Five Thousand Five Hundred Dollars and No Cents (\$455,500.00) for engineering services in relation to the Sangamon Solar Farm (MISO Project J1610) over a three (3) year period.

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

Section 3. That the City Council hereby authorized the use of funds from the MISO J1610 deposits in the amount of Four Hundred Fifty-Five Thousand Five Hundred Dollars and No Cents (\$455,500.00) for the engineering services in relation to the Sangamon Solar Farm, MISO Project J1610.

Section 4. The Office of Budget and Management is hereby authorized and directed to pay BHMG in the total amount not to exceed Four Hundred Fifty-Five Thousand Five Hundred Dollars and No Cents (\$455,500.00) from Account Nos. 102-100-CBEA-3532-2306 and 102-100-CBAC-3552-2306, in accordance with the terms of the agreement.

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

PASSED: \_\_\_\_\_, 2025

SIGNED: \_\_\_\_\_, 2025

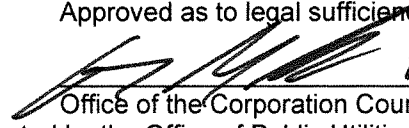
RECORDED: \_\_\_\_\_, 2025

\_\_\_\_\_

MAYOR

ATTEST: \_\_\_\_\_

Approved as to legal sufficiency:

 10.1.25

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: BHMG Engineers, Inc.  
CONTRACT AMOUNT: \$455,500.00 / 3 yrs.  
TYPE OF AWARD: Ch. 38.38 not practicable or not advantageous / Supplemental  
Appro.

**PRIOR ORDINANCE INFORMATION:**

Related Ordinance: 185-05-25, AES Clean Energy Development, LLC d/b/a Sangamon Solar LLC, GIA, \$13,450,000.00 annually, 25-year term.

**INFORMATION:**

This Ordinance approves and authorizes execution of a Professional Services Agreement with BHMG Engineers, Inc. ("BHMG") in an amount not to exceed \$455,500.00, to perform engineering services in relation to the Sangamon Solar Farm (MISO Project J1610) over a three (3) year period.

The Sangamon Solar Project is 100MW of new solar generation that has been studied in conjunction with MISO for transmission reliability and constructability on the CWLP 138kV transmission line between Chatham Main and Ameren's North Auburn substations. The result of the MISO study process is a signed Generator Interconnect Agreement ("GIA") with AES Clean Energy Development, LLC d/b/a Sangamon Solar LLC to pursue joint construction of the solar generation as well as the transmission infrastructure to support its connection to CWLP's system. As part of that scope, CWLP has selected BHMG to provide the engineering services necessary to execute the project on the tight construction timeline laid out in the GIA.

BHMG has provided support for the initial scoping, scheduling, budgetary estimates, plan and profile designs, and one line drawings that have validated the project up to this point. BHMG's intimate knowledge of the project and previous history of transmission construction projects with CWLP make them a clear and sole choice for continued engineering services for civil & structural, substation engineering, line engineering, and construction administration.

All costs incurred by the Utility in support of executing the engineering, equipment procurement, and construction of the J1610 Sangamon Solar Generation shall be reimbursed as development fees by the Interconnection Customer.

A supplemental appropriation is being sought from the MISO J1610 deposits to the correct expense lines to fund the expenditure.

BHMG is not a local vendor.



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

**MEMORANDUM**

**TO:** Michelle Carlisle

**FROM:** Anthony Quinones

**DATE:** September 30, 2025

**SUBJECT:** Request for Exemption from Competitive Bidding

I have reviewed the Ordinance Fact Sheet with BHMG Engineers, Inc., accepting a three (3) year agreement for engineering services in support of final design, scheduling, equipment procurement and construction of the new substation and interconnect for MISO Project J1610 – Sangamon Solar in an amount not to exceed \$455,500.00 for CWLP – Office of Public Utilities

In accordance with the requirements of Section 38.38(a) and/or Section 38.41 of the Purchasing Code of the City of Springfield pertaining to Competitive Sealed Proposals, I have determined that it would be neither practical nor advantageous to the City to utilize the Sealed Competitive Bid process to obtain bids for these goods or services. Based on my determination, this procurement is exempt from the City's requirement for Sealed Competitive Bids.



BHMGG Engineers, Inc.

9735 Landmark Parkway Drive  
Suite 110A  
St. Louis, MO 63127

Brian Bell

September 12, 2025

Supervisor of Electric Planning

E: [Brian.Bell@cwlp.com](mailto:Brian.Bell@cwlp.com)

P: 217-321-1330

Ref: Cost Proposal for Sangamon Solar 138KV Interconnect

Dear Mr. Brian Bell,

Thank you again for coming to BHMGG for a proposal on the Sangamon Solar 138KV Interconnect. The project scope is detailed in Appendix A and includes design considerations, submittal requirements, project contacts, roles/responsibilities, and clarifications.

BHMGG will provide engineering and design services to support all work required by the project, as stated in the scoping document provided. See 'Table 1' below for our proposed project costs on a Not To Exceed basis.

Table 1: Consultant Design Cost Proposal

Description	Cost
Survey / Staking, Geotech & Civil Support	\$ 45,950.00
Structural Engineering	\$ 36,500.00
Project Management	\$ 56,100.00
Substation Engineering	\$ 196,600.00
Line Engineering	\$ 70,200.00
Construction Support & Admin	\$ 50,150.00
<b>Project NTE Total</b>	<b>\$ 455,500.00</b>

The following appendices are included for additional information:

- Appendix A: Detailed Project Scope

BHMGG appreciates this opportunity to provide CWLP with these services. Should any questions arise, please contact me at your convenience.

Sincerely,

  
**Chris Couch**  
 Project Manager

*Empowering teams that develop successful relationships for the future.*



**Appendix A - Scope Document**  
CWLP - 3721 Sangamon Solar 138kV Interconnect

Rev. 0  
9/12/2025

**A. GENERAL DESCRIPTION**

The scope of this job entails the design and installation of a 138kV Generation Interconnect from CWLP's transmission lines. The point of demarcation between CWLP and the merchant generator will be the customer side of customer switch. This job will provide generation diversity to the electrical grid and value from a renewable energy source.

**B. DETAILED WORK DESCRIPTION**

- a. Surveying, Staking, Geotechnical (Subcontracted to Hanson):
  - i. Request JULIE design locations for subsurface utility data and provide in AutoCAD basefile
  - ii. Surveyed utilities will also be obtained from soil boring utility locates
  - iii. Lidar data will be obtained from stationary lidar unit for ground elevations and coded point cloud file
  - iv. Topographic data will be provided in AutoCAD basefile
  - v. Survey of existing greenfield parcel, assumed to be of approximately 3.25 acres in size
  - vi. Staking will include survey lath placed at structure locations and up to two offsets per structure location. Substation foundations will also be staked with up to two offsets. Field identifiable property corners will be staked, but a boundary survey won't be completed
  - vii. Stakeout of proposed facilities to provide stakeout coordinates
  - viii. Hanson will conduct survey after crops have been harvested. No crop damage is included
  - ix. Geotech Report for 5 soil borings to be subcontracted
    - a) Soil Resistivity Testing to be included with Geotech report.
  
- b. Civil and Structural Design (Subcontracted to Hanson):
  - i. Civil design review and support for Developer design.
  - ii. Transmission Line Pole Foundation design
    - a) One (1) drilled piers
  - iii. Substation Foundation Design
    - a) Two (2) 138kV Arbor Structure – Two (2) – drilled shafts per structure assumed.
    - b) Two (2) 138kV Disconnect Structures – Two (2) – drilled shafts per structure assumed.
    - c) Four (4) 138kV Instrument Transformer Structures – One (1) – drilled shaft per structure assumed.
    - d) One (1) 138kV Wave Trap Structure – One (1) – thickened slab foundation per structure assumed.
    - e) One (1) 138kV Breaker Foundation – One (1) – thickened slab foundation per structure assumed.
    - f) One (1) Control Enclosure Foundation – One (1) – thickened slab foundation per structure assumed
  
- c. Substation Physical Design :



**Appendix A - Scope Document**  
CWLP - 3721 Sangamon Solar 138kV Interconnect

Rev. 0  
9/12/2025

- i. One (1) – 15' x 25' Control Enclosure
  - ii. One (1) - 1200A 40kA 138kV circuit breaker.
    - a) Four (4) sets of 2000/5A C800 CTs
    - b) One (1) set of 600/5A Revenue class CTs
  - iii. Two (2) - 1200A 138kV Disconnect switches
    - a) Ground mat will be added below the disconnect switches operator.
    - b) Gear Operated
  - iv. Six (6) - 138kV surge arresters
  - v. One (1) - 138kV Line CCVT with communication equipment
  - vi. One (1) – Line Tuner for PLC communication
  - vii. One (1) – 138kV 1200A Wave Trap
  - viii. Three (3) – 138kV Line PT's (Revenue Metering)
  - ix. Two (2) – 138kV H-Frame Dead-End Arbor
  - x. One (1) – Distribution Station Service Transformer (AC Power)
- d. Protective Relay Design :
- i. Protective Relaying
    - a) Three (3) Relay Panels for Control Enclosure.
      - a. One (1) – CWLP line and breaker relay panel
      - b. One (1) – Metering/Interconnect panel
      - c. One (1) - RTU panel
  - ii. DC System
    - a) A new DC storage and supply system will be designed in the new control house
    - b) DC Service to be 125VDC.
  - iii. AC System
    - a) A new AC service system will be designed in the new control house.
    - b) Primary AC power from Interconnection customer.
    - c) Backup AC power from Co-op.
- e. Line Design:
- i. 138kV Incoming Line to Arbor
    - a) Structures to be spotted along existing centerline
    - b) Design for two (2) phase-over-phase one way switch structures
      - a. Switch equipment – Line Dropping (Non load breaking) interrupters
      - b. Switch Poles – Direct embedded, steel
    - c) One (1) Terminal DE Three Way Tap
      - a. Steel, Drilled Pier
    - d) Hardware, wire, Insulators, etc.
      - a. 138kV Wire Types
        - i. 795 Drake ACSR
      - b. Strain insulators will be polymer
  - ii. Comms (Fiber)
    - a) No OPGW



**Appendix A - Scope Document**  
CWLP - 3721 Sangamon Solar 138kV Interconnect

Rev. 0  
9/12/2025

**C. MAJOR EQUIPMENT TO BE REMOVED**

- a. None

**D. CLIENT PROVIDED DRAWINGS AND INFORMATION**

- a. CWLP's existing GIS system
- b. Developer provided information

**E. CLARIFYING COMMENTS & ASSUMPTIONS**

- a. No real estate, permitting, land acquisition, or easement support by BHMGM is anticipated as part of this proposal.
  - i. Developer to coordinate with railroad
- b. Merchant generator to provide initial geotechnical investigation/analysis and survey
- c. Scope of Work is for CWLP assets only and the substation yard
- d. Developer responsible for site development – site grading plan, storm water design, landscaping design, and road access design.
  - i. BHMGM / Hanson will review civil design plans.
- e. CWLP has adequate easements for the proposed line route. If desired, BHMGM can support easement acquisition at an additional cost.
- f. Change orders will be issued for any work in addition to the work outlined in this document or project timeline delays extending project duration.
- g. Permitting & coordination for pipeline crossing is not included in this proposal. BHMGM is available to provide support on a T&E basis.

**F. ROLES AND RESPONSIBILITIES**

- a. CWLP Responsibilities:
  - i. Review IFR design deliverable and provide design direction and comments within ten (10) working days.
  - ii. CWLP will coordinate transmission outages on feeders as required for construction.
  - iii. CWLP will complete (design/procure/construct) any distribution work, not included in this scope, that is required and/or desired for the taps to the 34.5kV circuit.
- b. BHMGM Line Design Submittal Requirements:
  - i. Issued for Review (IFR) Design
    - a) Plan and Profile drawings
    - b) Google Earth layout file (.kmz)
  - ii. Structure Package / BOM
  - iii. Issued for Bid (IFB) Design
    - a) Plan and Profile Drawings
    - b) Structure framing drawings
    - c) Google Earth layout file (.kmz)
  - iv. Issued for Construction (IFC) Package
    - a) Sealed Plan and Profile drawings
    - b) Construction Package
    - c) Bill of Material for procurement
  - v. Record Issue



**Appendix A - Scope Document**  
CWLP - 3721 Sangamon Solar 138kV Interconnect

Rev. 0  
9/12/2025

- c. BHMg Substation Design Submittal Requirements:
  - i. Preliminary Design Review
    - a) General Arrangement and Maximum Equipment Rating Single Line
    - b) Relay and Metering Single Line
    - c) Long Lead Time Equipment Specifications
  - ii. Issued for Bid Review (IFB)
    - a) Physical Design (Above Grade, Conduit, and Grounding)
    - b) Bill of Materials (BOM)
    - c) Electrical Design (Relay Single Line, Panel Layouts, Schematics)
  - iii. Issued for Construction (IFC)
    - a) Physical Design (Above Grade, Conduit, and Grounding)
    - b) Bill of Materials (BOM)
    - c) Electrical Design (Relay Single Line, Panel Layouts, Schematics, Wiring)
  - iv. Record Issue
- d. BHMg Engineers Responsibilities:
  - i. Project Management
    - a) Scope of work (this document) & Cost proposal
    - b) Project status meetings
    - c) Lifecycle project schedule management
    - d) Overall project management
    - e) Procurement Support
    - f) Plan room for public bidding
  - ii. Engineering / Design
    - a) Perform necessary survey work
    - b) Prepare design packages
    - c) Provide onsite visits for construction support
    - d) Verification of punch list items
    - e) Prepare and submit final as-built drawings
  - iii. Procurement / Bid Solicitation
    - a) Long Lead Time material support
      - a. Major equipment
    - b) Labor and Material bids
      - a. Prepare and manage sealed bids
      - b. Bid contract documents
      - c. Itemized bid units
    - c) Contract Management
  - iv. Construction Support and Administration
    - a) Hosting Pre-Bid, Pre-Construction, and biweekly construction update calls.
    - b) Remote (phone, virtual meetings, etc.) design support during construction.
    - c) Start-up Procedure Support
    - d) Outage Sequence Planning Support
    - e) Field visits during construction, at CWLP or Contractors request.
      - a. Two (2) visits w/ two (2) personnel
    - f) Final walkdown of completed project.
  - v. Record Drawings
    - a) BHMg will provide final Record Drawings after construction is complete.



**Appendix A - Scope Document**  
CWLP - 3721 Sangamon Solar 138kV Interconnect

Rev. 0  
9/12/2025

- G. CRITICAL DATES** – These are tentative dates and subject to change at project kickoff.
- a. Design Start – 10/21/25
  - b. Construction Start – 5/29/26
  - c. ISD – 6/9/27
  - d. LLT Considerations (as of 9/12)
    - i. Circuit Breaker – 70 weeks
    - ii. Control House – 52 weeks
    - iii. Disconnect Switches – 52 weeks
    - iv. Substation Steel – 26 weeks
    - v. Steel Pole – 30 weeks
    - vi. Line Switches – 52 weeks
    - vii. Assuming 5 weeks for PO to be issued by CWLP after receiving BHMg's LOR
- H. WORK ORDER**
- a. TBD
- I. PURCHASE ORDER**
- a. TBD
- J. PROJECT TEAM**
- a. Project Management Contact Details:
    - i. Chris Couch – Project Manager
      - a) Tel: (636) 237-7823
      - b) Email: [ccouch@bhmg.com](mailto:ccouch@bhmg.com)
    - ii. Any questions, comments or concerns related to Project Management should be addressed to the above-named individuals.
  - b. Substation Design Contact Details:
    - i. Kyle Schaefer – Substation Department Manager
      - a) Tel: 636-333-3949
    - ii. Email: [kschaefer@bhmg.com](mailto:kschaefer@bhmg.com)
    - iii. Any questions, comments or concerns related to Protective Relay Design should be addressed to the above-named individuals.
  - c. Line Engineering Contact Details:
    - i. Matt Frederick – Line Department Manager
      - a) Tel: 636-333-3935
      - b) Email: [mfrederick@bhmg.com](mailto:mfrederick@bhmg.com)
    - ii. Any questions, comments or concerns related to Line Design should be addressed to the above-named individuals.
  - d. CWLP:
    - i. Brian Bell – Supervisor of Electric Planning
      - a) Tel: 217-321-1330
      - b) Email: [Brian.Bell@cwlp.com](mailto:Brian.Bell@cwlp.com)
    - ii. Any questions, comments or concerns related to Customer Relations should be addressed to the above-named individuals.

ORDINANCE FACT SHEET

DATE OF 1st READING: 10/7/25

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Michelle Carlisle

PHONE NUMBER: x-2626

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

FISCAL IMPACT: 455,500.00 / 3 yrs.

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

CONTRACTOR / VENDOR NAME: BHMG Engineers, Inc. VENDOR NO: VC\*0681

CONTRACT TERM: 3 yrs. Change in Scope Yes  No

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

Method of Purchase (check one)

- Low Bid, Low Bid Meeting Specs, Low Evaluated Bid, Other, Exception: PS, Code Provision: 38.42 38.58 per Anthony

Previous Ord #'s n/a

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

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

Table with columns: Fund, Agency, Org, Activity, Object, Amount. Row 1: MISO, 51610 Deposits.

Table with columns: Fund, Agency, Org, Activity, Object, Amount. Row 1: 102, 100, CBEA, 3532, 2306, 335,649.55.

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

STAFF ANALYSIS

Accepting/authorizing a 3 yr. agreement with BHMG for engineering services for support in the final design, scheduling, equipment procurement, & construction of the new substation & interconnect for MISO Project J1610 - Sangamon Solar.

Adding in: Supplement appropriation from Miso 51610 Deposits per Scott R. & Jamie S.

FUNDS CHECK BY: H. Cavanaugh, Rachel Digitally signed by Cavanaugh, Rachel H. Date: 2025.09.29 09:48:19 -05'00'

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown Date: 2025.09.25 13:20:13 -05'00'

CITY PURCHASING AGENT: [Signature]

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

Date: [Blank]

Date: [Signature] Scott R. & Jamie S.

Date: 9/30/2025

[Signature] (Director of OBM)

The information supplied on this form is not confidential information.

AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BHMGE ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED \$498,930.00 FOR ENGINEERING SERVICES FOR THE DESIGN OF INTERSTATE - LANESVILLE 138KV TRANSMISSION REBUILD, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves and authorizes execution of a Professional Services Agreement with BHMGE Engineers, Inc. ("BHMGE") in an amount not to exceed \$498,930.00, to perform engineering services in relation to the Interstate - Lanesville 138kV Transmission Rebuild, and

WHEREAS, the Office of Public Utilities, Transmission Planning and T&D Engineering has identified the need to structurally rebuild the Interstate - Lanesville 138kV line, and

WHEREAS, BHMGE has extensive experience and knowledge in performing engineering services , and

WHEREAS, in accordance with the provisions of Section 38.38 of the City Code, the Purchasing Agent has determined that this contract is not subject to sealed competitive bidding, and

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

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and authorizes execution of a Professional Services Agreement with BHMGE Engineers in an amount not to exceed Four Hundred Ninety-Eight Thousand Nine Hundred Thirty Dollars and No Cents (\$498,930.00) for engineering services in relation to the Interstate - Lanesville 138kV Transmission Rebuild.

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

Section 3. The Office of Budget and Management is hereby authorized and directed to pay BHMGE in the total amount not to exceed Four Hundred Ninety-Eight Thousand Nine Hundred Thirty Dollars and No Cents (\$498,930.00) from Account No. 102-100-CBAC-3562-2306, in accordance with the terms of the agreement.

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

PASSED: \_\_\_\_\_, 2025

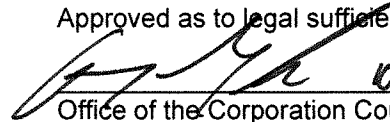
SIGNED: \_\_\_\_\_, 2025

RECORDED: \_\_\_\_\_, 2025

\_\_\_\_\_  
MAYOR

ATTEST: \_\_\_\_\_

Approved as to legal sufficiency:

 10.1.25  
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: BHMG Engineers, Inc.  
CONTRACT AMOUNT: \$498,930.00  
TYPE OF AWARD: CH. 38.38 not practicable or not advantageous

**PRIOR ORDINANCE INFORMATION:**

n/a.

**INFORMATION:**

This Ordinance approves and authorizes execution of a Professional Services Agreement with BHMG Engineers, Inc. ("BHMG") in an amount not to exceed \$498,930.00, to perform engineering services in relation to the Interstate - Lanesville 138kV Transmission Rebuild.

Transmission Planning and T&D Engineering has identified the need to structurally rebuild the Interstate - Lanesville 138kV line. Many of the structures are original 1920s - 1930s towers that are well past end-of life and not structurally sufficient for larger conductors, and several concrete poles are deteriorating.

The planned project is to redesign and rebuild the line along entire length with new structures and conductor. BHMG will design the line rebuild and provide design documents, specifications, bid materials, and construction engineering support. This is highly specialized design work requiring specific expertise and BHMG has a demonstrated track record in this area.

Breakdown of cost: Project Management \$45,770.00; Engineering / Design \$411,910.00, and Survey (LiDAR SUE Level C) \$41,250.00; for a grand total of \$498,930.00.

BHMG is not a local vendor.



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

**MEMORANDUM**

**TO:** Michelle Carlisle

**FROM:** Anthony Quinones *AQ*

**DATE:** September 30, 2025

**SUBJECT:** Request for Exemption from Competitive Bidding

I have reviewed the Ordinance Fact Sheet with BHMG Engineers, Inc., for engineering services for design of the Interstate – Lanesville 138V transmission line rebuild in an amount not to exceed \$498,930.00 for CWLP – Office of Public Utilities

In accordance with the requirements of Section 38.38(a) and/or Section 38.41 of the Purchasing Code of the City of Springfield pertaining to Competitive Sealed Proposals, I have determined that it would be neither practical nor advantageous to the City to utilize the Sealed Competitive Bid process to obtain bids for these goods or services. Based on my determination, this procurement is exempt from the City's requirement for Sealed Competitive Bids.



BHMGG Engineers, Inc.

9735 Landmark Parkway Drive  
Suite 110A  
St. Louis, MO 63127

Shaun Anders

September 10, 2025

Superintendent of Engineering T&D / City Water Light & Power

E: shaun.anders@cwlp.com

P: 217.321.1323

Ref: Cost Proposal for Interstate – Lanesville 138kV Line Rebuild

Dear Shaun,

Thank you again for coming to BHMGG for a proposal on the engineering and design work on the Interstate – Lanesville 138kV Line. The project scope is detailed in Appendix A and includes design considerations, submittal requirements, project contacts, roles/responsibilities, and clarifications.

**Table 1: Consultant Design Cost Proposal**

Description	Cost
Project Management	\$ 45,770.00
Engineering / Design	\$ 411,910.00
<b>BHMGG Design Subtotal</b>	<b>\$ 457,680.00</b>
Survey (LiDAR & SUE Level C)	\$ 41,250.00
<b>Subcontractor Subtotal</b>	<b>\$ 41,250.00</b>
<b>Project NTE Total</b>	<b>\$ 498,930.00</b>

BHMGG will provide engineering and design services to support all work required by the project as stated in the following appendices:

- Appendix A: Scope & Design Criteria

BHMGG appreciates this opportunity to provide City Water Light and Power with these services. Should any questions arise, please contact me at your convenience.

Sincerely,

**Matt Frederick, P.E.**  
Line Department Manager



## Appendix A – Scope & Design Criteria

Interstate – Lanesville 138kV Rebuild  
CWLP

Rev. 00  
September 10<sup>th</sup>, 2025

### Project Scope & Preliminary Design Criteria

Interstate–Lanesville 138 kV Rebuild  
City Water Light & Power (CWLP)

---

### General Description

CWLP is proceeding with the rebuild of approximately **15 miles of 138 kV transmission line** between Interstate and Lanesville. BHMGG Engineers will serve as the engineering & design consultant, responsible for line design, procurement support, permitting exhibits, and construction engineering support.

---

### Line Design

- **Route:** Rebuild 15 miles of 138kV line along existing alignment.
  - **ROW:** Assuming uniform 100 ft (50 ft each side of centerline) ROW, unless informed otherwise by CWLP or CWLP's real estate representative.
- **Third-Party Lines:** ~2.67 miles of Ameren 34.5 kV double circuit and ~0.5 miles of Ameren 12 kV underbuild.
- **Structures:**
  - ~180 steel transmission single-pole structures;
    - Standard Class (pre-engineered) steel poles, directly embedded and guyed where practical.
    - Custom (engineered) steel poles and drilled pier foundations will be explored, if necessary, but are not currently part of the design scope.
  - Structure span lengths will be optimized (i.e. not constrained to existing locations).
  - Structure spotting will be along centerline alignment of existing line.
- **Foundations**
  - Direct Embedment
    - 10% of pole height + 3' for <4° line angle or <H4 class.
    - MFAD depth analysis required for ≥4° line angle or ≥H4 class.
  - Drilled Piers: Required for self-supported/custom steel poles.
    - Costs for drilled pier foundation design are not included in this proposal. BHMGG will subcontract a civil engineering firm to design and seal drilled pier foundation designs, if/when determined necessary for line design.
- **Materials:**
  - Tangent: 138 kV braced line post assemblies
  - Deadend/angle: 138 kV polymer strain insulators
- **Conductor & Shielding:**
  - 138 kV: 795 kcmil "Drake" ACSS
  - OPGW: AFL AC-58/513 (DNO-8234) 48-Fiber Singlemode AlumaCore OPGW
  - OHGW (where required): 7#9 Alumoweld
  - Distribution: 477 ACSR (34.5 kV), 4/0 AAAC & ACSR (12 kV)



## Appendix A – Scope & Design Criteria

### Interstate – Lanesville 138kV Rebuild CWLP

Rev. 00  
September 10<sup>th</sup>, 2025

#### Electrical Design

- **Operating Temperature:** MOT = 372 °F (392 °F Emergency)
- **Wire Tensions:** Will be designed in accordance with NESC and RUS limits. Project-specific design tensions may be applied to further reduce vibration risks, mitigate structure loads, and improve constructability.
  - **Vibration:** Galloping phenomena is a known condition on this existing line and in this region. To help mitigate galloping concerns, BHMGM will design with NESC's 261H1b tension considerations and also specify **Air-Flow Spoilers** to be installed along the entirety of the line route, unless directed otherwise by CWLP.
- **Clearances:**
  - Per NESC Tables 232–235 plus 2.5 ft buffer (RUS 1724E-200 guidance).
  - Insulator swing clearances per NESC 235E2 and RUS Bulletin 1724E-200.
- **Phasing:** Match existing where feasible; verify in field before energization.

---

#### Permitting & Environmental

- **Permits:** FAA, DOT, USACE (navigable waters), railroad, and pipeline crossings as required.
  - FAA determinations not anticipated after NCT submittal
- **Environmental:**
  - Indiana bat clearing restrictions (Oct 1–Mar 31 unless survey completed).
  - It is assumed that SWPPP analysis/report is not required

---

#### Deliverables & Schedule

- Preliminary Design: 11/21/2025
- Issued for Review (IFR) Design: 01/30/2026
- Structure Package / BOM: 02/20/2026
- Material / Structure Bid Event: 03/16/2026 – 4/1/2026
- Bid Construction (IFB) Package: 04/10/2026
- Electrical Contractor Bid Event: 04/20/2026 – 5/6/2026
- Issued for Construction (IFC) Package: 10/01/2026
- Construction Start: 11/01/2026
- In-Service: 06/30/2027

*Note: Delays to the scheduled timeline of deliverables require additional effort and could result in a Project Change Request*

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## Appendix A – Scope & Design Criteria

Interstate – Lanesville 138kV Rebuild  
CWLP



Rev. 00  
September 10<sup>th</sup>, 2025

### Roles & Responsibilities

#### BHMG

- Full line engineering, PLS-CADD modeling, P&P drawings, construction package
- BOM, structure design package
- Procurement support, material/structure bid specifications
- Ameren design coordination
- Permit exhibits, application preparation, and technical coordination
- Construction engineering support (RFIs, design questions, limited site visits)
- LiDAR & SUE Level C survey subcontracting and integration
- Project management, QA/QC, and schedule tracking

#### CWLP

- Coordinate outages and operational requirements
- Landowner relations and ROW/easement confirmation or acquisition, ROW/boundary/property line survey.
- Provide geotechnical report to BHMG for use in foundation design
- Permit fees, submit applications, obtain and hold permits
  - Required mitigation for permitting or environmental compliance will be the responsibility of CWLP
- Provide timely review, comments, and approval on design submittals (10 business days)

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#### Clarifications

- Four (4) site visits estimated
- Four (4) in-person meetings (pre-bid, pre-con, bid opening, etc.) estimated
- No preliminary or construction staking included in costs (available as add-service)
- No vegetation clearing plans, specs, or support included

ORDINANCE FACT SHEET

DATE OF 1st READING: 10/7/25

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Michelle Carlisle

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

PHONE NUMBER: x-2626

FISCAL IMPACT: 498,930.00

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

CONTRACTOR / VENDOR NAME: BHMG Engineers, Inc. VENDOR NO: VC\*0681

CONTRACT TERM: Change in Scope Yes  No

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

Method of Purchase (check one)

- Low Bid, Low Bid Meeting Specs, Low Evaluated Bid, Other, Exception: PS, Code Provision: 38.42 38-36 + Don Anthony

Previous Ord #'s n/a, Is Purchasing Agent approval required? No  Yes  Is Purchasing Agent approval attached? No  Yes

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

Table with 6 columns: Fund, Agency, Org, Activity, Object, Amount. Row 1: 1, 102, 100, CBAC, 3562, 2306, 498,930.00

Table with 6 columns: Fund, Agency, Org, Activity, Object, Amount. Row 1: 1, 102, 100, CBAC, 3562, 2306, 498,930.00

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

STAFF ANALYSIS

Accepting/authorizing an agreement with BHMG for engineering services for design of the Interstate - Lanesville 138kV transmission line rebuild.

FUNDS CHECK BY: Cavanaugh, Rachel H. Digitally signed by Cavanaugh, Rachel H. Date: 2025.09.29 09:23:22 -05'00'

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown Date: 2025.09.25 14:19:04 -05'00'

CITY PURCHASING AGENT:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: 9/30/25

SIGN OFF: (Mayor's Signature) GEM

(Director of OBM) Scott Rogers

The information supplied on this form is not confidential information.

2025-391

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, ILLINOIS AND THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS ON BEHALF OF THE UNIVERSITY OF ILLINOIS, SPRINGFIELD ("UIS") FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF 2 PUBLIC DUAL PORT LEVEL 2 CHARGING STATIONS IN PARKING LOT I – NORTH, 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 pertaining to its government and affairs; and

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, the City is authorized to enter into an Intergovernmental Cooperation Agreement ("IGA") number CN00094050 with the Board of Trustees of the University of Illinois ("U of I") on behalf of the University of Illinois, Springfield ("UIS"); and

WHEREAS, per this agreement the Office of Public Utilities will cooperate with U of I in developing an electric vehicle charging network on the UIS campus; and

WHEREAS, UIS desires to enter into an agreement with the City for the installation, operation, and maintenance of 2 public dual port level 2 charging stations for electric vehicles in Parking Lot I – North; and

WHEREAS, the term of this Agreement shall be from the date of full execution through December 31, 2035. This term may be extended for additional year terms upon the written agreement of both parties. This Agreement may be terminated at any time by either party with 90 days' written notice; and

WHEREAS, the proposed agreement is attached hereto and made a part hereof.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and authorizes execution of the IGA with the Board of Trustees of the U of I, on behalf of UIS, Sangamon County, Illinois.

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

Section 3. 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

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

Approved as to legal sufficiency:

 9-30-25  
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: The Board of Trustees of the University of Illinois on behalf of the University of Illinois, Springfield

CONTRACT AMOUNT: \$0.00\*

TYPE OF AWARD: Intergovernmental Agreement

**PRIOR ORDINANCE INFORMATION:**

**Related Ordinance:** #277-07-25: Accepted & authorized the execution of Illinois Finance Authority's ("IFA") Community Charging And Fueling Infrastructure Grant, Subgrantee Opportunity Agreement in the amount of \$629,064.00, a supplemental appropriation in an amount not to exceed \$740,000.00, and accepted & authorized Proposal UE23-18 with Hanson Professional Services for the design, purchase, and installation of electric vehicle charging stations in an amount not to exceed \$740,000.00.

**INFORMATION:**

This Ordinance authorizes the execution of Intergovernmental Agreement ("IGA") #CN-00094050 with the Board of Trustees of the University of Illinois ("U of I"), on behalf of the University of Illinois, Springfield ("UIS") to install, operate, and maintain public dual port level 2 charging stations in Parking Lot I – North. Under the IGA, The Office of Public Utilities will design and install required electrical infrastructure and install dual-port level 2 chargers. The Utility will operate, maintain, and repair the chargers and coordinate access with UIS Facilities. UIS will grant necessary easements and dedicate three parking stalls per dual-port unit with associated markings/signage. Charging will be priced at City Council-approved EV rates, with user-fee revenue received by the Utility. The term runs from the date of execution through December 31, 2035, is extendable, and may be terminated by either party on 90 days' written notice.

\*The overall project will be funded up to \$629,064.00 by the Illinois Finance Authority's Community Charging and Fueling Infrastructure Grant – Subgrantee Opportunity, which was approved Ordinance #277-07-25 in the amount of \$629,064.00 with matching funds of no less than 25% required by the City of Springfield. The authority for expenditure from the supplemental appropriation is from the revenue line (102-100-8235-CW77) in which the grant will be deposited to the correct expenditure line (102-100-CBAE-3682-2313).

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF SPRINGFIELD, ILLINOIS AND  
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS  
FOR ELECTRIC VEHICLE CHARGING STATIONS**

---

---

**THIS AGREEMENT** is effective as of the date of execution, between the **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation (the “City” and “CWLP”), and the Board of Trustees of the University of Illinois (“U of I”) on behalf of the University of Illinois Springfield, pursuant to the University of Illinois Act, 110 ILCS 305/1 et seq.

**WITNESSETH:**

**WHEREAS**, the City and U of I (collectively, the “Parties”) are public agencies as defined by the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

**WHEREAS**, pursuant to Article VII, Section 10 of the Illinois Constitution and Section 5 of the Intergovernmental Cooperation Act, the Parties may enter into contracts to perform any governmental activity or undertaking which either party is authorized by law to perform; and

**WHEREAS**, the City, through its Office of Public Utilities (“CWLP”) is willing to cooperate with the U of I in developing an electric vehicle charging network on the University of Illinois Springfield (UIS) campus; and

**WHEREAS**, U of I desires help from the City in the design, installation, operation, and maintenance of an electric vehicle (“EV”) charging network pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

**Section 1. City’s Obligations.** The City shall perform the following tasks in support of the project during the term of this Agreement as follows:

1. City Water Light and Power (“CWLP”) will perform the necessary infrastructure design and installation work to ensure the electric grid can handle the load from the designated charging stations to be installed in Parking Lot I - North. (See Attachment 1)
2. CWLP will install two (2) level 2 dual port charging station at a location in Parking Lot I – North as agreed on by the parties.
3. CWLP will also purchase additional charging stations from the Request for Proposals issued by CWLP for the project on behalf of U of I up to a total of six (6) additional dual port charging stations for a total of eight (8) dual port charging stations at the Lot I – North location. CWLP agrees to facilitate U of I’s purchase of additional charging stations by allowing U of I to issue a purchase order directly to CWLP. CWLP will then procure the additional charging stations through its established purchasing agreement from the Request for Proposal and invoice U of I.

4. CWLP will be responsible for maintenance and repairs of the charging network and will notify U of I Facilities & Services at 217-206-6530 or facilities@uis.edu when coming on campus to enable communication with campus community.
5. CWLP will receive revenue from the users of the charging stations according to its current rates and fees as established by the Springfield City Council. Rate changes will be public and transparent to customers utilizing the charging stations.
6. Upon termination or expiration of this agreement, CWLP will remove all installed EV charging equipment at its own expense. Any underground infrastructure associated with the EV charging equipment will remain in place to avoid unnecessary disruptions unless otherwise mutually agreed upon by both parties. CWLP will ensure that the underground infrastructure shall be secured as agreed upon between the parties.

**Section 2. U of I Obligations.** In consideration for City's assistance with the installation of an EV charging network, U of I shall:

1. Provide City with easements for the term of this agreement to allow for the installation, operation, and maintenance of the EV charging network equipment, including access for ongoing support and repairs for the term of the contract. U of I will provide detailed maps and descriptions to clearly define the easement areas and facilitate drafting of the easements.
2. In order to accommodate accessibility of the EV charging network, U of I will dedicate three (3) parking spots for each dual charging station established in the network.
3. Reimburse CWLP for the purchase of the desired additional number of level 2 dual port EV charging stations for installation on the same Lot I – North on U of I property up to a total of eight (8) dual port charging stations including the CWLP funded station.
4. If U of I elects to reimburse CWLP for the purchase of fewer than the maximum number of stations provided in this Agreement at the time of installation of the U of I Lot I – North charging station, U of I may request that CWLP install additional stations up to the eight (8) dual port total at the price charged by the CWLP vendor at the time of the expansion request. Any expansion beyond the agreed total of eight (8) dual port charging stations at the specified location may be the subject of an amendment to this Agreement.
5. U of I will not be responsible for demand or electric usage charges for the station and U of I will not collect revenue from the network.

**Section 3. Term.** The term of this Agreement shall be from the date of full execution through December 31, 2035. This term may be extended for additional year terms upon the written agreement of both parties. This Agreement may be terminated at any time by either party with 90 days' written notice.

**Section 4. Successors.** This Agreement shall inure to the benefit of and shall be binding upon the successors of the Parties.

**Section 5. Indemnification.** The City shall not be liable for any damage or loss resulting from any performance failure of the System. U of I shall indemnify and hold the City harmless from and against all losses, damages, claims, liabilities, judgments, costs and expenses arising from or in connection with this Agreement above the requirements of the City to maintain the charging stations.

**Section 6. Severability.** If any portion of this Agreement is held invalid, illegal or unenforceable, such determination shall not impair the enforceability of the remaining terms and provisions herein.

**Section 7. No Waiver.** No waiver of a breach or violation of any provision of this Agreement shall be construed as a waiver of any subsequent breach or limit or restrict any right or remedy otherwise available.

**Section 8. Assignment.** This Agreement and the rights, obligations and duties of the Parties shall not be assignable or otherwise transferable without the prior written consent of each party hereto.

**HOLD HARMLESS AGREEMENT.** Except to the extent caused by the acts or omissions of the U of I, the City shall indemnify and hold harmless the U of I, its trustees, representatives, officers, agents and employees from and against all claims by any employee or other person (whether employed by the City or not) for damage to property and/or injury to persons (including death) alleged or claimed to have been caused by or through the performance of the City, including costs and reasonable attorney fees, and shall indemnify and hold harmless the U of I, and its trustees, representatives, officers, agents and employees from and against all claims, damages, losses and expenses arising out of the work performed by the City and all costs and expenses of suits and reasonable attorney's fees. In the event of any injury, including death, or loss or damage, or claim therefore, the City shall give immediate notice thereof to the U of I.

**WAIVER OF SUBROGATION.** U of I and the City each hereby waive any right of recovery against the other due to loss of or damage to the property of either the U of I or the City when such loss of or damage to property arises out of the acts of God or any of the property perils, such as fire and other perils commonly associated with a broad-form insurance policy, whether or not such perils have been insured, self-insured or non-insured.

**IMPROVEMENTS OR REPAIRS.** The City's taking possession shall be conclusive evidence as against the City that the Premises were in good order and satisfactory condition when the City took possession hereunder. Throughout the Term of this Agreement, and any renewal thereof, the City shall be required to make structural and mechanical repairs to the Premises, plus repairs necessary for safety, tenancy, and customary maintenance. Should the City not undertake such repairs, the U of I may make the repairs and the City shall reimburse the U of I for all repairs the U of I is required to make to the Premises, structure, equipment, or decoration of the Premises made necessary for safety, tenancy, and customary maintenance.

**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. This can include a mutual agreement by the Parties to expand the CWLP charging network on the U of I campus in the future.

Applicable Law and Severability. This Agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, Inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.

Records Retention. The Parties shall maintain requisite records and supporting documents relating to this Agreement in accordance with applicable records retention laws and policies. Such retention shall, in any event, remain effective for a minimum of six (6) years from the later of the date of final payment under this Agreement, or the expiration of this Agreement. If an audit, litigation or other action involving the records commences prior to the end of the six-year period, the records shall be retained until all issues arising out of the action are resolved.

No Personal Liability. No member, official, director, employee or agent of the City or U of I shall be individually or personally liable in connection with this Agreement.

Assignment; Binding Effect. This Agreement, or any portion thereof, shall not be assigned by any of the Parties without the prior written consent of the other Party. This Agreement shall inure to the benefit of and shall be binding upon the City and U of I and their respective successors and permitted assigns.

Precedence. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

Entire Agreement. This Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.

**Section 9. Notices.** Any notice or communication permitted or required under this Agreement shall be in writing and may be sent via U.S. Mail or email and shall become effective on the day of mailing thereof by first class mail, postage prepaid, addressed to:

**If to the UIS, to:**

Robert Mitchell  
UIS Facilities and Services  
One University Plaza BSB33  
Springfield, IL 62703-5407  
rmmitchll@uis.edu

217-206-6730

**If to the City, to:**

Regulatory Affairs Director  
City of Springfield, Office of Public Utilities  
800 E. Monroe Street, 4<sup>th</sup> Floor  
Springfield, Illinois 62701

Contact information for implementation of the Agreement shall be as follows:

**For U of I:**

Robert Mitchell  
UIS Facilities & Services  
rmmitchl@uis.edu  
217-206-6730

**For CWLP:**

Tom Chi, Projects Manager  
[Tom.Chi@springfield.il.us](mailto:Tom.Chi@springfield.il.us)  
217-757-8520 ext.2126

**Section 10. Construction.** The provisions of this Agreement have been negotiated, written and reviewed by both Parties in consultation with legal counsel. None of the provisions of this Agreement shall be construed against a party merely because that party was or is the principal drafter thereof.

**Section 11. Amendments.** No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by authorized representatives of each of the Parties.

**Section 12. Third Party Beneficiaries.** This Agreement shall not create any rights for the benefit of any third party.

**Section 13. Entire Agreement.** This document together with all exhibits attached hereto which are made a part hereof, constitute the entire agreement of the Parties and supersede any and all other prior agreements, oral or written, with respect to the subject matter contained herein.

**Section 14. Counterparts.** This Agreement may be executed in counterparts.

**Section 15. Confidentiality.** City and UIS shall not, without the prior written consent of the other, disclose to any non-authorized person any information shared between the parties under this Agreement unless required by law. The parties acknowledge that this Intergovernmental Agreement is subject to disclosure under the Illinois Freedom of Information Act.

\*\*\*\*\*Signature page to follow \*\*\*\*\*

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officers in Springfield, Illinois.

**ATTEST:**

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

\_\_\_\_\_  
**Charles L. Redpath, Sr.**

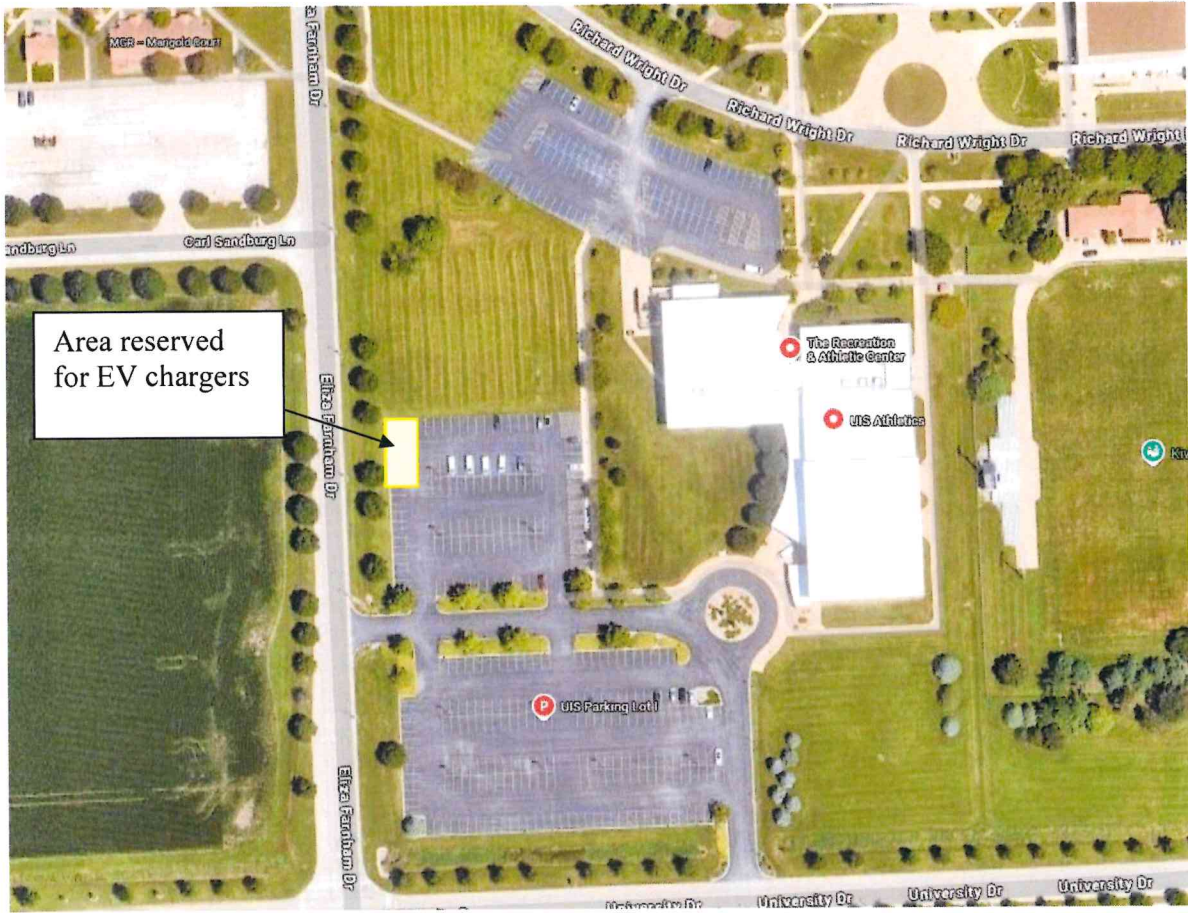
By: \_\_\_\_\_  
**Misty Buscher, Mayor** *MB*

**The BOARD OF TRUSTEES OF THE UNIVERISTY OF ILLINOIS**

By: \_\_\_\_\_  
**Comptroller Delegate Signature**

Date: \_\_\_\_\_

Attachment 1



277-07-25

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 7. This Ordinance is being adopted pursuant to the City's home rule authority and shall be in full force and effect from and after its passage and recording with the City Clerk.

PASSED: JUN 1 2025 SIGNED: [Signature] 2025  
RECORDED: JUN 3 2025  
ATTEST: [Signature]

MAYOR  
Approved as to legal sufficiency: [Signature] 6-11-25  
Office of the Corporation Counsel/Date  
Requested by the Office of Public Utilities/Mayor Buscher

2025-392

ORDINANCE FACT SHEET

DATE OF 1st READING: 06/17/25  
CONTACT PERSON: Michelle Carlisle  
PHONE NUMBER: x-2626

OFFICE REQUESTING: Office of Public Utilities  
EMERGENCY PASSAGE: No  Yes  if yes, explain justification - See attached document

FISCAL IMPACT: \$110,936.00 (740,000 - 629,064)  
SUGGESTED TITLE: Accepting & authorize grant / supplemental appropriation / accepting & authorizing proposal / proposal # & title / vendor / dollar amount / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: Illinois Finance Authority / Hanson Professional Services VENDOR NO: HA001570  
CONTRACT TERM: Hanson \$740,000.00 Change in Scope Yes  No   
CONTRACT AMOUNT: Hanson \$740,000.00 Change Order # Additional Amount

Method of Purchase (check one)  
 Low Bid  Other: RFP  
 Low Bid Meeting Specs  Exception:  
 Low Evaluated Bid Code Provision:

Previous Ord #  
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
1	001	000	000
2	001	000	000
3	001	000	000
4	001	000	000

EXPENDITURE			
Fund	Agency	Org	Activity
1	001	000	000
2	001	000	000
3	001	000	000
4	001	000	000

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)  
IFA Grant Agreement, UE23-18 pages, bid tab

STAFF ANALYSIS

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

FUNDS CHECK BY: Cavanaugh, Rachel H. Date: 2025-06-18 14:53:42

DIRECTOR / SUPERVISOR: Doug Brown Date: 2025-06-18 14:53:42

CITY PURCHASING AGENT: Anthony Quinones Date: 2025-06-18 14:53:42

SIGN OFF: Ramona Metzger (Mayor's Signature) Date: 2025-06-18 14:53:42

The information supplied on this form is not confidential information

2025-258

2025-07-25

Office of Public Utilities  
ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:  
CONTRACTOR NAME: Illinois Finance Authority / Hanson Professional Services ("IFA")  
CONTRACT AMOUNT: -\$629,064.00 / \$740,000.00  
TYPE OF AWARD: Accepting Grant, Supplemental, / RFP UE23-18, Lowest & best at meeting needs of project

PRIOR ORDINANCE INFORMATION:

INFORMATION:

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

The Office of Public Utilities is requesting a supplemental appropriation to cover the cost of designing, purchasing, and installing charging stations at various locations for electric vehicles in a total amount not to exceed \$740,000.00, \$629,064.00 from funds received through this grant and \$110,936.00 from fund balance.

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

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

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

2025-258

2025-07-25

ORDINANCE FACT SHEET

DATE OF 1st READING: 10/07/25

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: 0.00

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

CONTRACTOR / VENDOR NAME: Board of Trustees of the University of Illinois (UofI) VENDOR NO: -

CONTRACT TERM: until 12/31/35 Change in Scope Yes [ ] No [x]

CONTRACT AMOUNT: 0 Change Order # Additional Amount

Method of Purchase (check one)

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

Previous Ord #'s RELATED: 277-07-25
Is Purchasing Agent approval required? No [x] Yes [ ]
Is Purchasing Agent approval attached? No [ ] Yes [x]

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

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

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

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)
Intergovernmental Agreement, pertinent pgs. from Ord. 277-07-25

STAFF ANALYSIS

Authorizing the execution of Intergovernmental Agreement #CN-00094050 with the Board of Trustees of the University of Illinois on behalf of the University of Illinois, Springfield to install, operate, and maintain publicly available dual port level 2 charging stations in Parking Lot I - North

FUNDS CHECK BY: Date:

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown Date: 2025.09.25 09:26:03 -05'00' Date:

CITY PURCHASING AGENT: Date:

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

(Director of OBM) [Signature]

The information supplied on this form is not confidential information.

2025-392

**AN ORDINANCE ANNEXING CERTAIN DESCRIBED REAL PROPERTY  
LOCATED AT 1150 OLD TORONTO RD, FOR THE OFFICE OF PUBLIC  
WORKS**

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**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**, Jason Campbell and Lindsay Campbell (“Owner”) has filed a verified petition duly executed and sworn, that the City annex the following described real property:

The west 331.50 feet of the east 823.16 feet of the north 320 feet of the Northwest Quarter of the Northwest Quarter of Section 35, Township 15 North, Range 5 West of the Third Principal Meridian. Except,

Part of the Northwest Quarter Section 35, Township 15 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, being further described as follows:

Commencing at a found iron pin at the Northwest corner of Section 35; thence North 87 degrees 36 minutes 08 seconds East 147.819 meters (484.97 feet) along the north line of said Section 35 to the point of beginning; thence continuing North 87 degrees 36 minutes 08 seconds East 101.376 meters (332.60 feet) along said North line of Section 35; thence South 0 degrees 10 minutes 29 seconds West 9.153 meters (30.03 feet) to a point on the existing south right-of-way line of Toronto Road; thence South 87 degrees 38 minutes 34 seconds West 16.606 meters (54.48 feet) along said existing south right-of-way of Toronto Road; then South 2 degrees 21 minutes 26 seconds East 8.000 meters (26.25 feet); thence South 87 degrees 38 minutes 34 seconds West 28.659 meters (94.03 feet) parallel with the existing south right-of-way line of Toronto Road; thence North 2 degrees 21 minutes 26 seconds West 8.000 meters (26.25 feet) to the existing south right-of-way line of Toronto Road; thence South 87 degrees 38 minutes 34 seconds West 56.111 meters (184.09 feet) along the existing south right-of-way line of Toronto Road ; thence North 0 degrees 10 minutes 29 seconds East 9.153 meters (30.03 feet) to the point of beginning.

Commonly known as 1150 Old Toronto Rd., and more particularly described on the annexation plat attached hereto as Exhibit A;

**WHEREAS**, said property is contiguous to the City of Springfield; that no part thereof is included in the corporate limits of any municipality; that said Petitioner is the owner of said property and are the only electors who reside upon or occupy any territory within the above-described property; and

**WHEREAS**, trustees of the Chatham Fire Protection District, the Chatham Board of Trustees and the Woodside Township Commissioner of Highways, Brad Miller, have been given notice of this annexation in accordance with 65 ILCS 5/7-1-1.

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

**Section 1:** That the above-described real property be and the same is hereby annexed to the City of Springfield, Illinois, pursuant to the provisions of 65 ILCS 5/7-1-1 *et seq.*

**Section 2:** A certified copy of this Ordinance together with the plat attached hereto at Exhibit “A” shall be filed for recordation in the Sangamon County Recorder of Deeds office, filed with the Sangamon County Clerk and sent by certified or registered mail to the election authorities having jurisdiction in the territory annexed, the post office branches serving the territory annexed, and the Clerk of the Township from which said territory has been annexed.

**Section 3:** That the City Clerk is hereby directed to send a copy of this ordinance to Comcast.

**Section 4:** That this ordinance shall become effective immediately upon its passage and proper recording.

**PASSED:** \_\_\_\_\_, 2025

**SIGNED:** \_\_\_\_\_, 2025

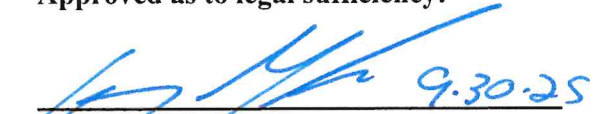
**RECORDED:** \_\_\_\_\_, 2025

\_\_\_\_\_  
**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

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## Department Information

Office Requesting: **Public Works**

Staff Member: **Daniel Crouse**

Date: **September 19, 2025**

First Reading: **10/7/2025**

Emergency Passage: **N**

Type of Ordinance: **Annexation**

## Annexation Information

Petitioner Name: **Jason & Lindsay Campbell**

Property Address: **1150 OLD TORONTO RD**

Number of electors residing at property: **0**

Are the petitioners the only electors: **Y**

Annexation contingent on zoning: **N**

Is an annexation agreement necessary: **Y**

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Director, Public Works/City Engineer



Mayor

Director, OBM

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September 19, 2025

Page 1 of 2

2025-393

# ORDINANCE FACT SHEET

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## Department Information

Office Requesting: **Public Works**

Staff Member: **Daniel Crouse**

Date: **September 19, 2025**

First Reading: **10/7/2025**

Emergency Passage: **N**

Type of Ordinance: **Annexation Agreement**

## Annexation Information

Petitioner Name: **Jason & Lindsay Campbell**

Property Address: **1150 OLD TORONTO RD**

Number of electors residing at property: **0**

Are the petitioners the only electors: **Y**

Annexation contingent on zoning: **N**

Is an annexation agreement necessary: **Y**

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Director, Public Works/City Engineer



Mayor

Director, OBM

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September 19, 2025

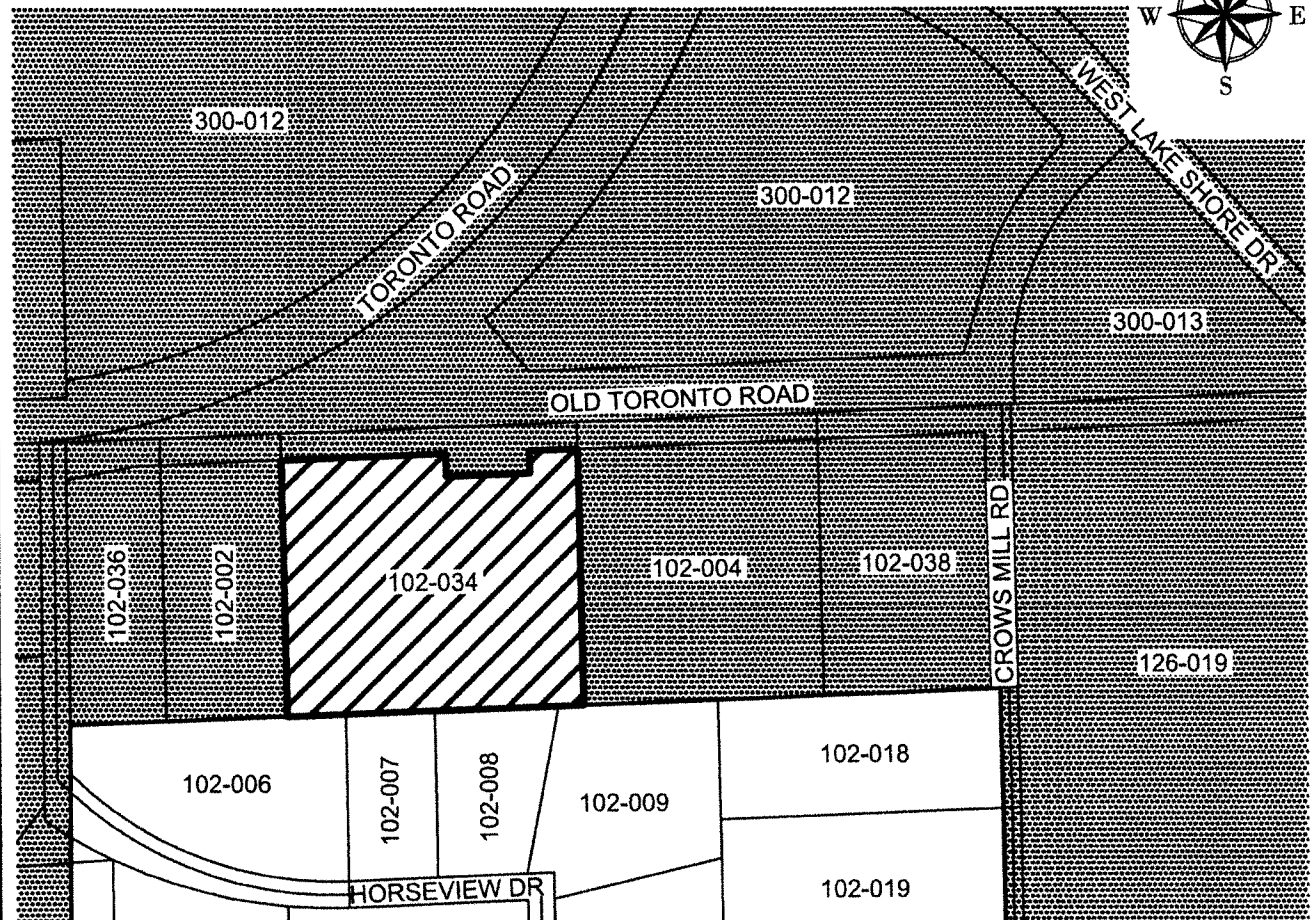
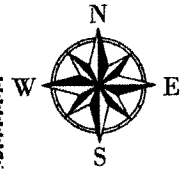
Page 2 of 2

2025-393

PIN: 22-35.0-102-034  
1150 Old Toronto Road

# ANNEXATION PLAT

NW ¼, NW ¼, Sec 35, T15N, R5W, 3rd PM



**DESCRIPTION:**

The west 331.50 feet of the east 823.16 feet of the north 320 feet of the Northwest Quarter of the Northwest Quarter of Section 35, Township 15 North, Range 5 West of the Third Principal Meridian.

**EXCEPT**

Part of the Northwest Quarter of Section 35, Township 15 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, being further described as follows:

Commencing at a found iron pin at the Northwest corner of Section 35; thence North 87 degrees 36 minutes 08 seconds East 147.819 meters (484.97 feet) along the north line of said Section 35 to the point of beginning; thence continuing North 87 degrees 36 minutes 08 seconds East 101.376 meters (332.60 feet) along said north line of Section 35; thence South 0 degrees 10 minutes 29 seconds West 9.153 meters (30.03 feet) to a point on the existing south right-of-way line of Toronto Road; thence South 87 degrees 38 minutes 34 seconds West 16.606 meters (54.48 feet) along said existing south right-of-way of Toronto Road; then South 2 degrees 21 minutes 26 seconds East 8.000 meters (26.25 feet); thence South 87 degrees 38 minutes 34 seconds West 28.659 meters (94.03 feet) parallel with the existing south right-of-way line of Toronto Road; thence North 2 degrees 21 minutes 26 seconds West 8.000 meters (26.25 feet) to the existing south right-of-way line of Toronto Road; thence South 87 degrees 38 minutes 34 seconds West 56.111 meters (184.09 feet) along the existing south right-of-way line of Toronto Road; thence North 0 degrees 10 minutes 29 seconds East 9.153 meters (30.03 feet) to the point of beginning.

**NOTE:**

The parcel and description shown are based on the deed recorded as Document Number 2024R16677 in the Sangamon County Recorder's Office.

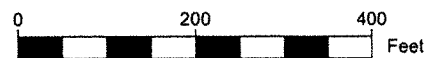
I hereby certify that the above plat correctly represents and identifies the parcel of record to be annexed to the City of Springfield, Illinois.

*Nathan Bottom*

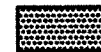
Illinois Professional Engineer No. 062-0603022  
License Expires 11/30/2025

7/30/25

Date



PROPOSED ANNEXATION



SPRINGFIELD CORP. LIMITS



# Legal Notification Sheet

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Gregory Moredock

Date: **September 9, 2025**

Petitioner's Name: **Jason and Lindsay Campbell**

Property Address: **1150 Old Toronto Road  
Springfield, IL 62712**

## Legal Description

The west 311.50 feet of the east 823.16 feet of the north 320 feet of the Northwest Quarter of the Northwest Quarter of Section 35, Township 15 North, Range 5 West of the Third Principal Meridian.

EXCEPT

Part of the Northwest Quarter of Section 35, Township 15 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, being further described as follows:

Commencing at a found iron pin at the Northwest corner of Section 35; thence North 87 degrees 36 minutes 08 seconds East 147.819 meters (484.97 feet) along the North line of said Section 35 to the point of beginning; thence continuing North 87 degrees 36 minutes 08 seconds East 101.376 meters (332.60 feet) along said North line of Section 35; thence South 0 degrees 10 minutes 29 seconds West 9.153 meters (30.03 feet) to a point on the existing south right-of-way line of Toronto Road; thence South 87 degrees 38 minutes 34 seconds West 16.606 meters (54.48 feet) along said existing south right-of-way of Toronto Road; thence South 2 degrees 21 minutes 26 seconds East 8.000 meters (26.25 feet); thence South 87 degrees 38 minutes 34 seconds West 28.659 meters (94.03 feet) parallel with the existing south right-of-way line of Toronto Road; thence North 2 degrees 21 minutes 26 seconds West 8.000 meters (26.25 feet) to the existing south right-of-way line of Toronto Road; thence South 87 degrees 38 minutes 34 seconds West 56.111 meters (184.09 feet) along the existing south right-of-way line of Toronto Road; thence North 0 degrees 10 minutes 29 seconds East 9.153 meters (30.03 feet) to the point of beginning.

Public Library District: **Chatham**

Fire Protection District: **Lake Springfield**

Township & Commissioner: **Woodside - Brad Miller**

Attorney: **Corporation Counsel  
City of Springfield, Rm 313  
Municipal Center East**

Electors: **2**

**AN ORDINANCE AUTHORIZING EXECUTION OF AN ANNEXATION AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, ILLINOIS AND JASON CAMPBELL AND LINDSAY CAMPBELL FOR THE PROPERTY LOCATED AT 1150 OLD TORONTO RD, FOR THE OFFICE OF PUBLIC WORKS**

---

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

**WHEREAS**, Jason Campbell and Lindsay Campbell. (“Owner”) has filed a petition that the City annex certain property legally described as follows:

The west 331.50 feet of the east 823.16 feet of the north 320 feet of the Northwest Quarter of the Northwest Quarter of Section 35, Township 15 North, Range 5 West of the Third Principal Meridian. Except,

Part of the Northwest Quarter Section 35, Township 15 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, being further described as follows:

Commencing at a found iron pin at the Northwest corner of Section 35; thence North 87 degrees 36 minutes 08 seconds East 147.819 meters (484.97 feet) along the north line of said Section 35 to the point of beginning; thence continuing North 87 degrees 36 minutes 08 seconds East 101.376 meters (332.60 feet) along said North line of Section 35; thence South 0 degrees 10 minutes 29 seconds West 9.153 meters (30.03 feet) to a point on the existing south right-of-way line of Toronto Road; thence South 87 degrees 38 minutes 34 seconds West 16.606 meters (54.48 feet) along said existing south right-of-way of Toronto Road; then South 2 degrees 21 minutes 26 seconds East 8.000 meters (26.25 feet); thence South 87 degrees 38 minutes 34 seconds West 28.659 meters (94.03 feet) parallel with the existing south right-of-way line of Toronto Road; thence North 2 degrees 21 minutes 26 seconds West 8.000 meters (26.25 feet) to the existing south right-of-way line of Toronto Road; thence South 87 degrees 38 minutes 34 seconds West 56.111 meters (184.09 feet) along the existing south right-of-way line of Toronto Road ; thence North 0 degrees 10 minutes 29 seconds East 9.153 meters (30.03 feet) to the point of beginning.

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

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

**WHEREAS**, said annexation agreement shall be located in the Office of the City Clerk.

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

**Section 1:** That the City Council hereby approves an annexation agreement with Jason Campbell and Lindsay Campbell (“Owner”) to consider the annexation of property located 1150 Old Toronto Rd. The Mayor and City Clerk are hereby authorized to execute the annexation agreement, which shall be located in the Office of the City Clerk, on behalf of the City of Springfield.

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

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

**PASSED:** \_\_\_\_\_, 2025

**SIGNED:** \_\_\_\_\_, 2025

**RECORDED:** \_\_\_\_\_, 2025

\_\_\_\_\_  
**Mayor Misty Buscher**

**ATTEST:** \_\_\_\_\_  
City Clerk Charles L. Redpath Sr.

**Approved as to legal sufficiency:**

**Requested by: Mayor Misty Buscher**

  
\_\_\_\_\_  
**Office of Corporation Counsel / Date**



**Office of Public Works  
City of Springfield, Illinois  
David Fuchs, Director  
Rm 203, Municipal Center West  
Springfield, Illinois 62701**



**MEMORANDUM**

TO: Kateah McMasters  
Sr. Assistant Corporation Counsel

FROM: Daniel Crouse (217) 789-2255 Ext. 5225

DATE: September 9, 2025

RE: Annexation Petition  
1150 Old Toronto Rd Springfield  
Jason and Lindsay Campbell

---

Attached is the annexation agreement signed by the petitioner. Please finalize the ordinances and place them on the agenda for council action and inform the City Clerk, if the first reading is different than I request, when to send the notifications.

REQUEST FIRST READING ON: October 7, 2025

**Return To:**

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

**ANNEXATION AGREEMENT**

**THIS AGREEMENT**, is made by and between **Jason Campbell and Lindsay Campbell** ("Owner(s)") and **CITY OF SPRINGFIELD, ILLINOIS**, ("City"), an Illinois Municipal Corporation, and is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

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

**WHEREAS**, **Jason Campbell and Lindsay Campbell**, are the owner(s) of record of a tract of Land consisting of approximately **2.15** acres (irregularly shaped parcel) located at **1150 Old Toronto Rd**, Sangamon County, Illinois and otherwise being the parcel of Land included in permanent index tax parcel No.: **22-35.0-102-034**, being more particularly described in the annexation plat attached hereto as Exhibit A, and hereinafter referred to as the "Land"; and

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

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

**WHEREAS**, the Owner(s) have submitted to the City a petition for annexation of the Land described on Exhibit A.

**WHEREAS**, a public hearing was held on \_\_\_\_\_, 2025, as required by law.

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

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

**Section 1. Annexation**

The City agrees to adopt an ordinance to cause the Land described in Exhibit A to be validly annexed to the City.

**Section 2. Permits and Approvals**

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

**Section 3. Improvements**

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

**Section 4. Water Service**

A. The Land has frontage on a 10-inch water main owned and operated by the City running along Old Toronto Road. Owner(s) shall be permitted to tap on to said municipal water main for the purpose of servicing a single family home located on the Land.

B. The Owner(s) agrees to pay a 1" or smaller service tap fee of \$1,800.00 for service to the single-family home located on the Land. Service taps larger than 1" shall be completed by the City on a time and material basis and paid for by the Owner(s) requesting service. If the Owner(s) wishes to service any other buildings on the Land, Owner(s)s shall request additional metered taps from the City. The cost of each additional metered tap shall be borne by the Owner(s).

C. The Owner(s) agrees that no other properties or areas inside or outside the corporate limits of the City will be permitted to connect to the water taps constituting the aforesaid water service without the further express written permission of the City.

D. The Owner(s) agrees that in the event any condition or covenant contained in this Agreement should be now or hereinafter violated, then, in addition to any other remedies available to the City, the City may after providing a ten-day written notice to the Owner(s), terminate the water service to the Land.

E. The Owner(s) agrees that all general rules and regulations of the City regarding water service as may be adopted from time to time by the City, shall be complied with and all charges for water paid.

F. Nothing herein contained shall pertain to, alter or change the right of the City to make reasonable rules, regulations, or policies concerning size, materials, location of water mains, and water taps on its water system.

**Section 5. Electric Service and Street Lights**

In the event the Land is either: 1) subdivided as defined in the City of Springfield Code of Ordinances, 1988, as amended or 2) redeveloped, the Owner(s) agrees to enter into a contract for

electrical service as defined by Chapter 50 of the 1988 City Code of Ordinances, and agrees to the following design standards for the installation of utilities:

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

The City shall install street lighting in accordance with Chapter 50 of the 1988 City Code of Ordinances, as amended. Owner(s) agree and acknowledge that if such street lighting is installed per Chapter 50, such street lighting may not be operational until after the necessary electrical facilities are installed to energize it.

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

**Section 6. Utility Easements**

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

**Section 7. Sanitary Sewer**

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

**Section 8. Storm Water Management**

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

**Section 9. Notices**

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

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

**To Owner(s):**  
Jason Campbell and Lindsay Campbell  
2336 S. 11<sup>th</sup> St.  
Springfield, IL 62703

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

**Section 10. Time**

Time shall be of the essence in this Agreement.

**Section 11. Power to Execute**

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

**Section 12. Recording**

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

**Section 13. Binding Effect**

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

**Section 14. Waiver**

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

**Section 15. Continuity of Obligations**

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

**Section 16. Remedies**

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

**Section 17. Indemnification**

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

**Section 18. Amendment**

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

**Section 19. Severability**

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

**Section 20. Force Majeure**

If performance of any covenant to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such party, which circumstances may

include acts of God, war, acts of civil disobedience, strikes or similar acts, the time for such performance shall be extended by the amount of time of such delay. As a condition precedent to such a time extension, the Party seeking protection under this Section shall provide notice to the other Party within fourteen (14) days from the event causing the delay.

**Section 21. Code of Ordinances**

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

**Section 22. Governing Law**

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

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

**CITY OF SPRINGFIELD, ILLINOIS**  
an Illinois municipal corporation

By: \_\_\_\_\_  
Mayor *GEM*

ATTEST: \_\_\_\_\_  
City Clerk

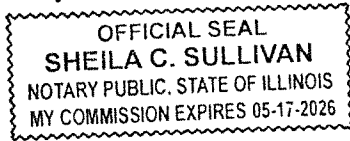
OWNER: Jason Campbell

By: Jason Campbell

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF SANGAMON )

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

Given under my hand and Notarial Seal this 5th day of September, 2025.



Sheila C. Sullivan  
Notary Public

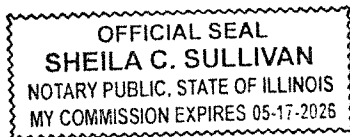
OWNER: Lindsay Campbell

By: Lindsay M. Campbell

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF SANGAMON )

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

Given under my hand and Notarial Seal this 5th day of September, 2025.

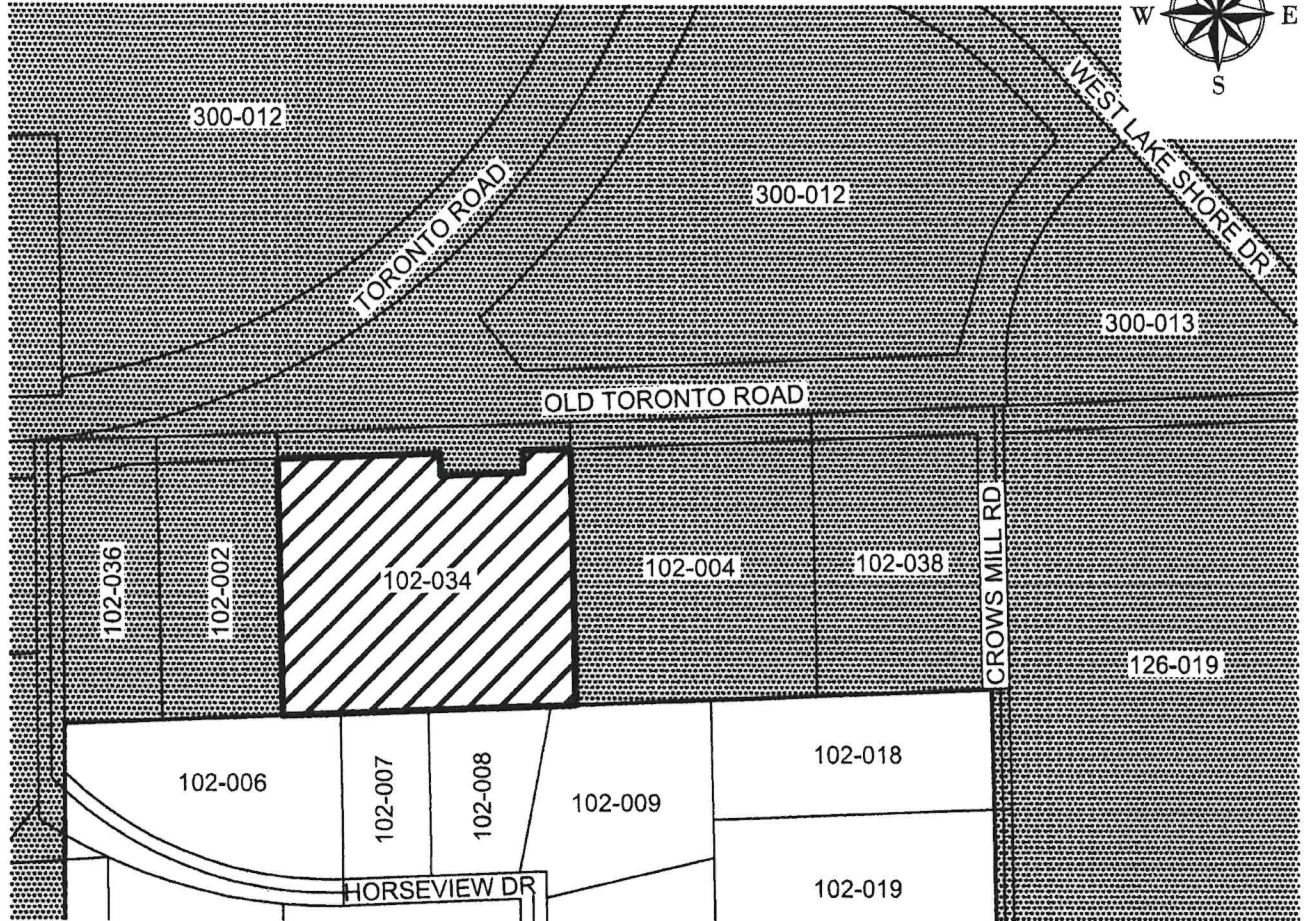
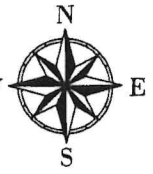


Sheila C. Sullivan  
Notary Public

PIN: 22-35.0-102-034  
1150 Old Toronto Road

# ANNEXATION PLAT

NW ¼, NW ¼, Sec 35, T15N, R5W, 3rd PM



**DESCRIPTION:**

The west 331.50 feet of the east 823.16 feet of the north 320 feet of the Northwest Quarter of the Northwest Quarter of Section 35, Township 15 North, Range 5 West of the Third Principal Meridian.

**EXCEPT**

Part of the Northwest Quarter of Section 35, Township 15 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, being further described as follows:

Commencing at a found iron pin at the Northwest corner of Section 35; thence North 87 degrees 36 minutes 08 seconds East 147.819 meters (484.97 feet) along the north line of said Section 35 to the point of beginning; thence continuing North 87 degrees 36 minutes 08 seconds East 101.376 meters (332.60 feet) along said north line of Section 35; thence South 0 degrees 10 minutes 29 seconds West 9.153 meters (30.03 feet) to a point on the existing south right-of-way line of Toronto Road; thence South 87 degrees 38 minutes 34 seconds West 16.606 meters (54.48 feet) along said existing south right-of-way of Toronto Road; then South 2 degrees 21 minutes 26 seconds East 8.000 meters (26.25 feet); thence South 87 degrees 38 minutes 34 seconds West 28.659 meters (94.03 feet) parallel with the existing south right-of-way line of Toronto Road; thence North 2 degrees 21 minutes 26 seconds West 8.000 meters (26.25 feet) to the existing south right-of-way line of Toronto Road; thence South 87 degrees 38 minutes 34 seconds West 56.111 meters (184.09 feet) along the existing south right-of-way line of Toronto Road; thence North 0 degrees 10 minutes 29 seconds East 9.153 meters (30.03 feet) to the point of beginning.

**NOTE:**

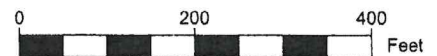
The parcel and description shown are based on the deed recorded as Document Number 2024R16677 in the Sangamon County Recorder's Office.

I hereby certify that the above plat correctly represents and identifies the parcel of record to be annexed to the City of Springfield, Illinois.

*Nathan Bottom*

Illinois Professional Engineer No. 062-0603022  
License Expires 11/30/2025

7/30/25  
Date



PROPOSED ANNEXATION



SPRINGFIELD CORP. LIMITS



# Legal Notification Sheet

---

Gregory Moredock

Date: **September 19, 2025**

Petitioner's Name: **Jason & Lindsay Campbell**

Property Address: **1150 OLD TORONTO RD  
SPRINGFIELD, IL 62712**

## Legal Description

The west 311.50 feet of the east 823.16 feet of the north 320 feet of the Northwest Quarter of the Northwest Quarter of Section 35, Township 15 North, Range 5 West of the Third Principal Meridian.

EXCEPT

Part of the Northwest Quarter of Section 35, Township 15 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, being further described as follows:

Commencing at a found iron pin at the Northwest corner of Section 35; thence North 87 degrees 36 minutes 08 seconds East 147.819 meters (484.97 feet) along the North line of said Section 35 to the point of beginning; thence continuing North 87 degrees 36 minutes 08 seconds East 101.376 meters (332.60 feet) along said North line of Section 35; thence South 0 degrees 10 minutes 29 seconds West 9.153 meters (30.03 feet) to a point on the existing south right-of-way line of Toronto Road; thence South 87 degrees 38 minutes 34 seconds West 16.606 meters (54.48 feet) along said existing south right-of-way of Toronto Road; thence South 2 degrees 21 minutes 26 seconds East 8.000 meters (26.25 feet); thence South 87 degrees 38 minutes 34 seconds West 28.659 meters (94.03 feet) parallel with the existing south right-of-way line of Toronto Road; thence North 2 degrees 21 minutes 26 seconds West 8.000 meters (26.25 feet) to the existing south right-of-way line of Toronto Road; thence South 87 degrees 38 minutes 34 seconds West 56.111 meters (184.09 feet) along the existing south right-of-way line of Toronto Road; thence North 0 degrees 10 minutes 29 seconds East 9.153 meters (30.03 feet) to the point of beginning.

Public Library District: **Chatham**

Fire Protection District: **Lake Springfield**

Township & Commissioner: **Woodside - Brad Miller**

Attorney: **Corporation Counsel  
City of Springfield  
Room 101, Municipal Building**

Electors: **0**

# ORDINANCE FACT SHEET

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## Department Information

Office Requesting: **Public Works**

Staff Member: **Daniel Crouse**

Date: **September 19, 2025**

First Reading: **10/7/2025**

Emergency Passage: **N**

Type of Ordinance: **Annexation**

## Annexation Information

Petitioner Name: **Jason & Lindsay Campbell**

Property Address: **1150 OLD TORONTO RD**

Number of electors residing at property: **0**

Are the petitioners the only electors: **Y**

Annexation contingent on zoning: **N**

Is an annexation agreement necessary: **Y**

---

*Noti Bolton*

Director, Public Works/City Engineer

*[Handwritten signature]*

Mayor

*[Handwritten initials]*

Director, OBM

September 19, 2025  
**2025-394**

# ORDINANCE FACT SHEET

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## Department Information

Office Requesting: **Public Works**

Staff Member: **Daniel Crouse**

Date: **September 19, 2025**

First Reading: **10/7/2025**

Emergency Passage: **N**

Type of Ordinance: **Annexation Agreement**

## Annexation Information

Petitioner Name: **Jason & Lindsay Campbell**

Property Address: **1150 OLD TORONTO RD**

Number of electors residing at property: **0**

Are the petitioners the only electors: **Y**

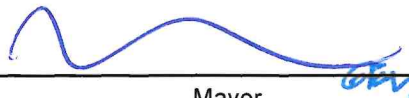
Annexation contingent on zoning: **N**

Is an annexation agreement necessary: **Y**

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Director, Public Works/City Engineer



Mayor

Director, OBM

September 19, 2025

Page 2 of 2

2025-394

**AN ORDINANCE ANNEXING CERTAIN DESCRIBED REAL PROPERTY  
LOCATED AT 5953 IRON BRIDGE RD, FOR THE OFFICE OF PUBLIC  
WORKS**

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**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**, Sherrie S. Lynch and Robert D. Lynch (“Owner”) has filed a verified petition duly executed and sworn, that the City annex the following described real property:

Part of the Southwest of the Southwest Quarter of Section 29, Township 15 North, Range 5 West of the Third Principal Meridian in Sangamon County, Illinois, being further described as follows:

Beginning at a found 1” iron pipe marking the Northeast corner of the Northwest Quarter of Section 32; thence North 00°00’00 East, 148.00 feet to a ½ iron pin; thence North 90°00’00 West, 383.87 feet to a ½ iron pin on the Easterly right-of-way line of the GM & O-I Railroad; thence South 24°02’30 West, 162.06 feet along the Easterly right-of-way of said railroad to a ½ iron pin; thence South 90°00’00 East, 449.89 feet to the true point of beginning.

Commonly known as 5953 Iron Bridge Rd, and more particularly described on the annexation plat attached hereto as Exhibit A;

**WHEREAS**, said property is contiguous to the City of Springfield; that no part thereof is included in the corporate limits of any municipality; that said Petitioner is the owner of said property and are the only electors who reside upon or occupy any territory within the above-described property; and

**WHEREAS**, trustees of the Chatham Fire Protection District, the Chatham Board of Trustees and the Woodside Township Commissioner of Highways, Brad Miller, have been given notice of this annexation in accordance with 65 ILCS 5/7-1-1.

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

**Section 1:** That the above-described real property be and the same is hereby annexed to the City of Springfield, Illinois, pursuant to the provisions of 65 ILCS 5/7-1-1 *et seq.*

**Section 2:** A certified copy of this Ordinance together with the plat attached hereto at Exhibit “A” shall be filed for recordation in the Sangamon County Recorder of Deeds office, filed with the Sangamon County Clerk and sent by certified or registered mail to the election authorities having jurisdiction in the territory annexed, the post office branches serving the territory annexed, and the Clerk of the Township from which said territory has been annexed.

**Section 3:** That the City Clerk is hereby directed to send a copy of this ordinance to Comcast.

**Section 4:** That this ordinance shall become effective immediately upon its passage and proper recording.

**PASSED:** \_\_\_\_\_, 2025

**SIGNED:** \_\_\_\_\_, 2025

**RECORDED:** \_\_\_\_\_, 2025

\_\_\_\_\_  
**Mayor Misty Buscher**

**ATTEST:** \_\_\_\_\_  
City Clerk Charles L. Redpath Sr.

**Approved as to legal sufficiency:**

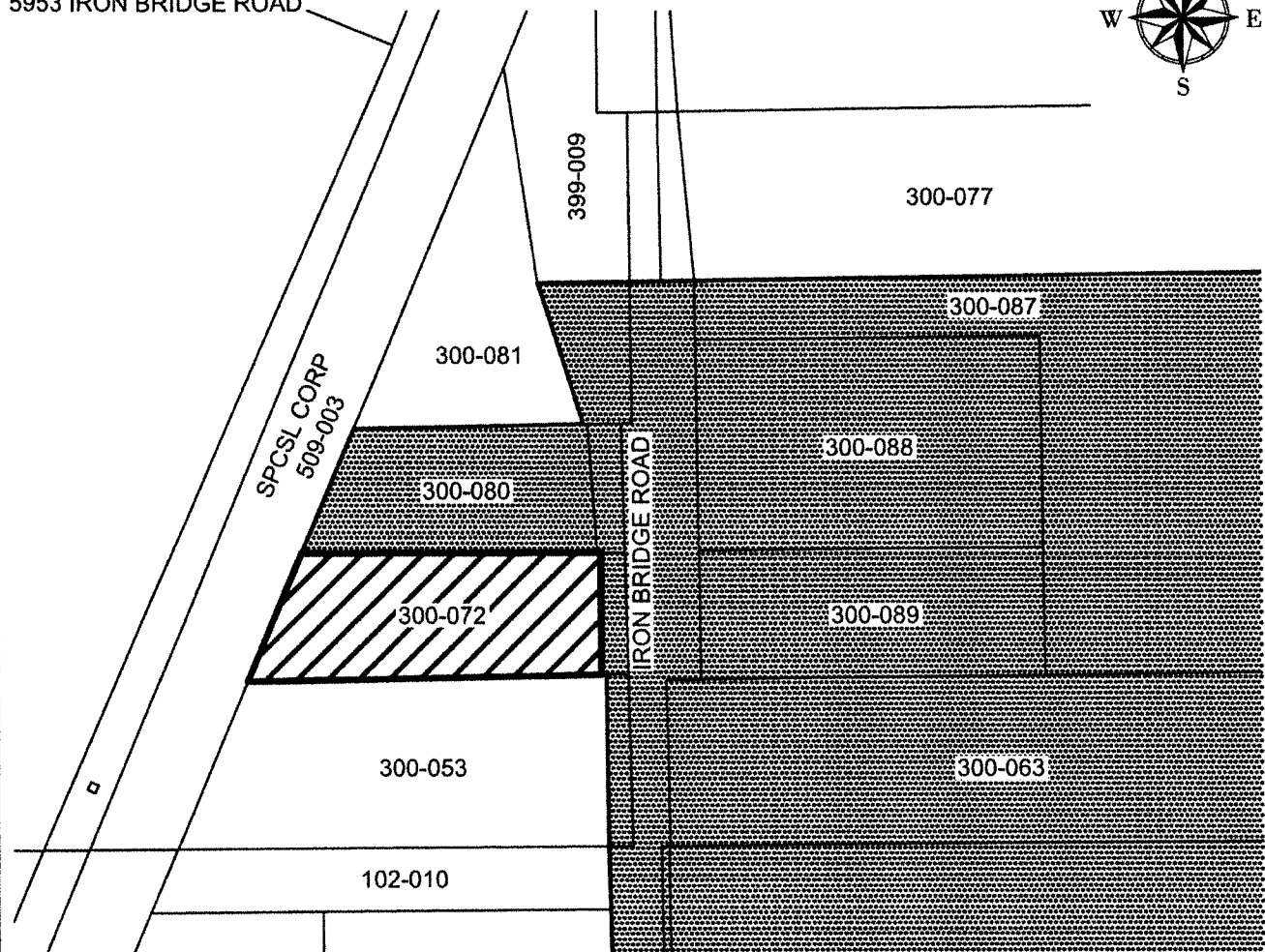
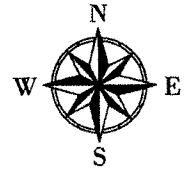
**Requested by: Mayor Misty Buscher**

  
Office of Corporation Counsel /Date

PIN: 22-29.0-300-072  
(FORMERLY 22-29.0-300-018)  
5953 IRON BRIDGE ROAD

### ANNEXATION PLAT

SW ¼, SW ¼, Sec 29, T15N, R5W, 3rd PM



**DESCRIPTION:**

Part of the Southwest Quarter of the Southwest Quarter of Section 29, Township 15 North, Range 5 West of the Third Principal Meridian in Sangamon County, Illinois, more particularly described as follows:

Beginning at a found 1" iron pipe marking the Northeast corner of the Northwest Quarter of the Northwest Quarter of Section 29; thence North 00°00'00" East, 148.00 feet to a ½" iron pin; thence North 90°00'00" West, 383.87 feet to a ½" iron pin on the Easterly right-of-way line of the GM & O-I Railroad; thence South 24°02'30" West, 162.06 feet along the Easterly right-of-way of said railroad to a ½" iron pin; thence South 90°00'00" East, 449.89 feet to the true point of beginning.

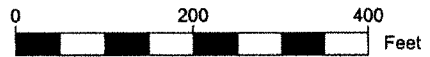
**NOTE:**



The parcel and description shown are based on the deed recorded as Document Number 2015R29932 in the Sangamon County Recorder's Office.

I hereby certify that the above plat correctly represents and identifies the parcel of record to be annexed to the City of Springfield, Illinois.

*Nathan C Bottom*  
\_\_\_\_\_  
Illinois Professional Engineer No. 062-0603022  
License Expires 11/30/2025

*7/30/25*  
\_\_\_\_\_  
Date



-  PROPOSED ANNEXATION
-  SPRINGFIELD CORP. LIMITS



## Legal Notification Sheet

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Gregory Moredock

Date: September 22, 2025

Petitioner's Name: **Robert D. & Sherrie S. Lynch**

Property Address: **5953 IRON BRIDGE RD  
CHATHAM, IL 62629**

### Legal Description

PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 15 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN IN SANGAMON COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1" IRON PIPE MARKING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32; THENCE NORTH 00 DEGREES 00' 00" EAST, 148.00 FEET TO A 1/2" IRON PIN; THENCE NORTH 90 DEGREES 00' 00" WEST, 383.87 FEET TO A 1/2" IRON PIN ON THE EASTERLY RIGHT-OF-WAY LINE OF THE GM&O-I RAILROAD; THENCE SOUTH 24 DEGREES 02' 30" WEST, 162.06 FEET ALONG THE EASTERLY RIGHT-OF-WAY OF SAID RAILROAD TO A 1/2" IRON PIN; THENCE SOUTH 90 DEGREES 00' 00" EAST, 449.89 FEET TO THE TRUE POINT OF BEGINNING.

Public Library District: **CHATHAM**

Fire Protection District: **CHATHAM**

Township & Commissioner: **Woodside - Brad Miller**

Attorney: **Corporation Counsel  
City of Springfield  
Room 101, Municipal Building**

Electors: 2

# ORDINANCE FACT SHEET

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## Department Information

Office Requesting: **Public Works**

Staff Member: **Dan Crouse**

Date: **September 22, 2025**

First Reading: **10/7/2025**

Emergency Passage: **N**

Type of Ordinance: **Annexation**

## Annexation Information

Petitioner Name: **Robert D. & Sherrie S. Lynch**

Property Address: **5953 IRON BRIDGE RD**

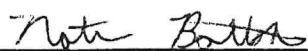
Number of electors residing at property: **2**

Are the petitioners the only electors: **Y**

Annexation contingent on zoning: **N**

Is an annexation agreement necessary: **Y**

---



Director, Public Works/City Engineer



Mayor

Director, OBM

---

# ORDINANCE FACT SHEET

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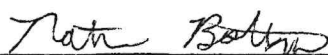
## Department Information

Office Requesting: **Public Works**  
Staff Member: **Dan Crouse**  
Date: **September 22, 2025**  
First Reading: **10/7/2025**  
Emergency Passage: **N**  
Type of Ordinance: **Annexation Agreement**

## Annexation Information

Petitioner Name: **Robert D. & Sherrie S. Lynch**  
Property Address: **5953 IRON BRIDGE RD**  
Number of electors residing at property: **2**  
Are the petitioners the only electors: **Y**  
Annexation contingent on zoning: **N**  
Is an annexation agreement necessary: **Y**

---



Director, Public Works/City Engineer



Mayor

Director, OBM

September 22, 2025

Page 2 of 2

2025-395

2025 - 396

**AN ORDINANCE AUTHORIZING EXECUTION OF AN ANNEXATION AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, ILLINOIS AND SHERRIE S. LYNCH AND ROBERT D. LYNCH FOR THE PROPERTY LOCATED AT 5953 IRON BRIDGE RD, FOR THE OFFICE OF PUBLIC WORKS**

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

**WHEREAS**, Sherrie S. Lynch and Robert D. Lynch ("Owner") has filed a petition that the City annex certain property legally described as follows:

Part of the Southwest Quarter of the Southwest Quarter of Section 29, Township 15 North, Range 5 West of the Third Principal Meridian in Sangamon County, Illinois, being further described as follows:

Beginning at a found 1" iron pipe marking the Northeast corner of the Northwest Quarter of Section 32; thence North 00°00'00 East, 148.00 feet to a ½ iron pin; thence North 90°00'00 West, 383.87 feet to a ½ iron pin on the Easterly right-of-way line of the GM & O-I Railroad; thence South 24°02'30 West, 162.06 feet along the Easterly right-of-way of said railroad to a ½ iron pin; thence South 90°00'00 East, 449.89 feet to the true point of beginning.

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

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

**WHEREAS**, said annexation agreement shall be located in the Office of the City Clerk.

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

**Section 1:** That the City Council hereby approves an annexation agreement with Sherrie S. Lynch and Robert D. Lynch ("Owner") to consider the annexation of property located 5953 Iron Bridge Rd. The Mayor and City Clerk are hereby authorized to execute the annexation agreement, which shall be located in the Office of the City Clerk, on behalf of the City of Springfield.

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

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

**PASSED:** \_\_\_\_\_, 2025

**SIGNED:** \_\_\_\_\_, 2025

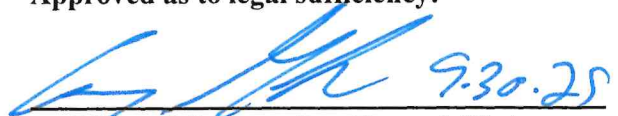
**RECORDED:** \_\_\_\_\_, 2025

\_\_\_\_\_  
Mayor Misty Buscher

**ATTEST:** \_\_\_\_\_  
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

**Requested by: Mayor Misty Buscher**

  
\_\_\_\_\_  
Office of Corporation Counsel / Date

2025 - 396



**Office of Public Works  
City of Springfield, Illinois  
David Fuchs, Director  
Rm 203, Municipal Center West  
Springfield, Illinois 62701**



**MEMORANDUM**

TO: Kateah McMasters  
Sr. Assistant Corporation Counsel

FROM: Daniel Crouse (217) 789-2255 Ext. 5225

DATE: September 22, 2025

RE: Annexation Petition 5953  
Iron Bridge Rd Chatham  
Robert D & Sherrie S. Lynch

---

Attached is the annexation agreement signed by the petitioner. Please finalize the ordinances and place them on the agenda for council action and inform the City Clerk, if the first reading is different than I request, when to send the notifications.

REQUEST FIRST READING ON: October 7, 2025

2025-396

**Return To:**

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

**ANNEXATION AGREEMENT**

**THIS AGREEMENT**, is made by and between **Sherrie S. Lynch and Robert D. Lynch** ("Owner(s)") and **CITY OF SPRINGFIELD, ILLINOIS**, ("City"), an Illinois Municipal Corporation, and is effective this 11<sup>th</sup> day of September, 2025.

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

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

**WHEREAS**, **Sherrie S. Lynch and Robert D. Lynch**, are the owner(s) of record of a tract of Land consisting of approximately **1.4** acres (irregularly shaped parcel) located at **5953 Iron Bridge Rd**, Sangamon County, Illinois and otherwise being the parcel of Land included in permanent index tax parcel No.: **22-29.0-300-072**, being more particularly described in the annexation plat attached hereto as Exhibit A, and hereinafter referred to as the "Land"; and

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

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

**WHEREAS**, the Owner(s) have submitted to the City a petition for annexation of the Land described on Exhibit A.

**WHEREAS**, a public hearing was held on \_\_\_\_\_, 2025, as required by law.

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

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

**Section 1. Annexation**

The City agrees to adopt an ordinance to cause the Land described in Exhibit A to be validly annexed to the City.

2025-396

**Section 2. Permits and Approvals**

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

**Section 3. Improvements**

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

**Section 4. Water Service**

A. The Land has frontage on a 10-inch water main owned and operated by the City running along Iron Bridge Road. Owner(s) shall be permitted to tap on to said municipal water main for the purpose of servicing a single-family home located on the Land.

B. The Owner(s) agrees to pay a 1" or smaller service tap fee of \$1,800.00 for service to the single family home located on the Land. Service taps larger than 1" shall be completed by the City on a time and material basis and paid for by the Owner(s) requesting service. If the Owner(s) wishes to service any other buildings on the Land, Owner(s)s shall request additional metered taps from the City. The cost of each additional metered tap shall be borne by the Owner(s).

C. The Owner(s) agrees that no other properties or areas inside or outside the corporate limits of the City will be permitted to connect to the water taps constituting the aforesaid water service without the further express written permission of the City.

D. The Owner(s) agrees that in the event any condition or covenant contained in this Agreement should be now or hereinafter violated, then, in addition to any other remedies available to the City, the City may after providing a ten-day written notice to the Owner(s), terminate the water service to the Land.

E. The Owner(s) agrees that all general rules and regulations of the City regarding water service as may be adopted from time to time by the City, shall be complied with and all charges for water paid.

F. Nothing herein contained shall pertain to, alter or change the right of the City to make reasonable rules, regulations, or policies concerning size, materials, location of water mains, and water taps on its water system.

**Section 5. Electric Service and Street Lights**

In the event the Land is either: 1) subdivided as defined in the City of Springfield Code of Ordinances, 1988, as amended or 2) redeveloped, the Owner(s) agrees to enter into a contract for

electrical service as defined by Chapter 50 of the 1988 City Code of Ordinances, and agrees to the following design standards for the installation of utilities:

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

The City shall install street lighting in accordance with Chapter 50 of the 1988 City Code of Ordinances, as amended. Owner(s) agree and acknowledge that if such street lighting is installed per Chapter 50, such street lighting may not be operational until after the necessary electrical facilities are installed to energize it.

**Section 6. Utility Easements**

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

**Section 7. Sanitary Sewer**

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

**Section 8. Storm Water Management**

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

**Section 9. Notices**

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

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

**To Owner(s):**  
Sherrie S. Lynch and Robert D. Lynch  
5953 Iron Bridge Rd  
Springfield, IL 62629

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

**Section 10. Time**

Time shall be of the essence in this Agreement.

**Section 11. Power to Execute**

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

**Section 12. Recording**

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

**Section 13. Binding Effect**

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

**Section 14. Waiver**

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

**Section 15. Continuity of Obligations**

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

**Section 16. Remedies**

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

**Section 17. Indemnification**

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

**Section 18. Amendment**

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

**Section 19. Severability**

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

**Section 20. Force Majeure**

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

**Section 21. Code of Ordinances**

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

**Section 22. Governing Law**

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

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

**CITY OF SPRINGFIELD, ILLINOIS**  
an Illinois municipal corporation

By: \_\_\_\_\_  
Mayor *GEN*

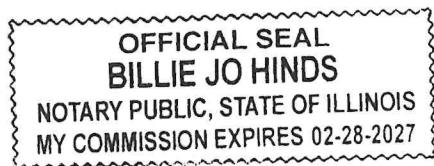
ATTEST: \_\_\_\_\_  
City Clerk

OWNER: Robert D. Lynch  
By: *Robert D. Lynch*

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF SANGAMON    )

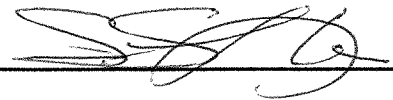
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that **Robert D. Lynch**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and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

Given under my hand and Notarial Seal this 17<sup>th</sup> day of September, 2025.



*Billie Jo Hinds*  
\_\_\_\_\_  
Notary Public

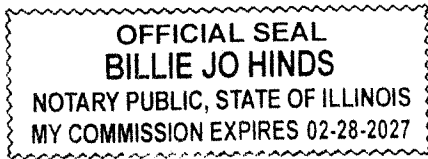
**OWNER: Sherrie S. Lynch**

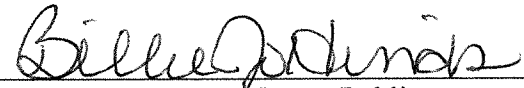
By: 

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF SANGAMON            )

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

Given under my hand and Notarial Seal this 11<sup>th</sup> day of September, 2025.



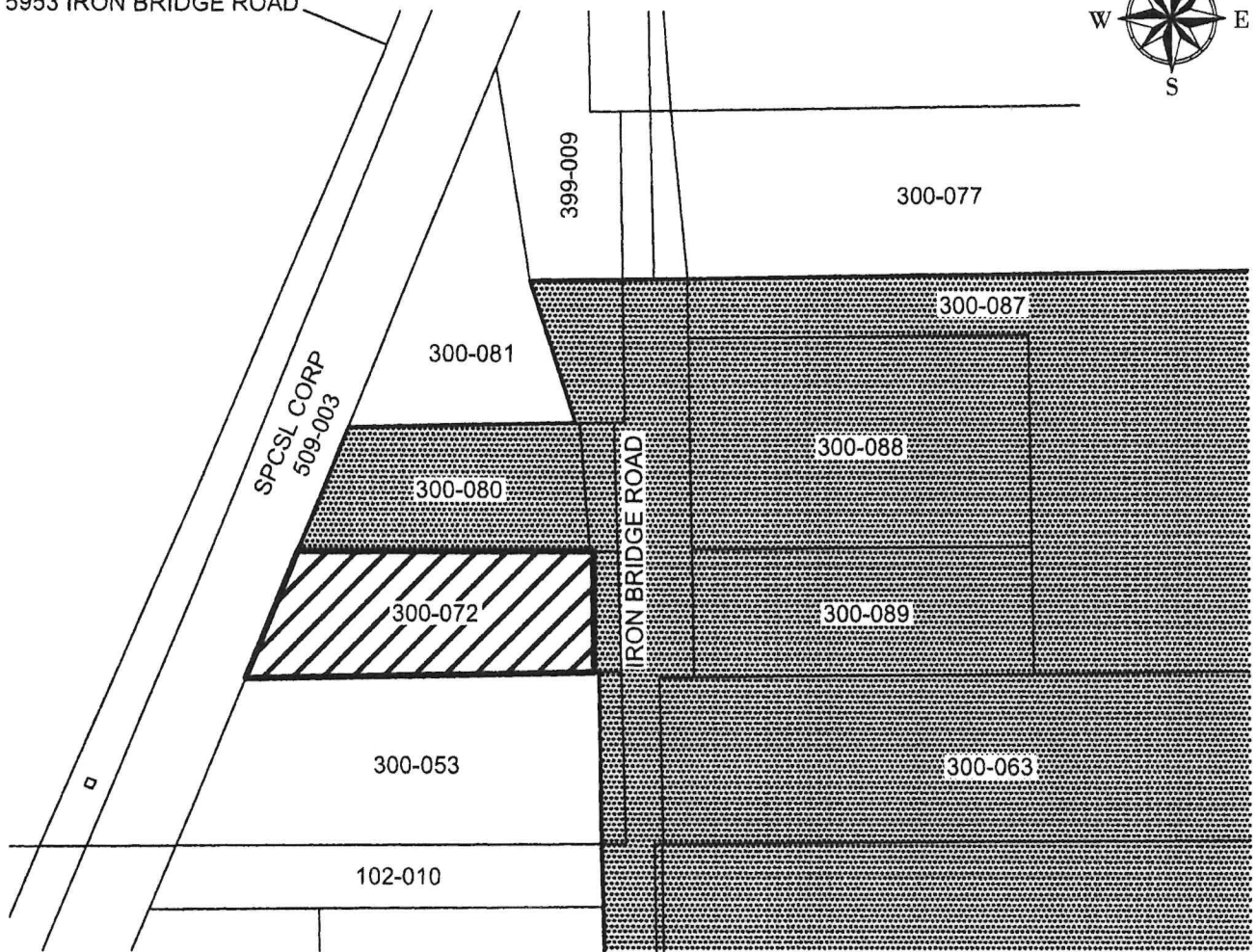
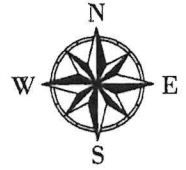
  
Notary Public

S:\Agreements\ANNEXATIONS\5953 Iron Bridge Rd.docx

PIN: 22-29.0-300-072  
(FORMERLY 22-29.0-300-018)  
5953 IRON BRIDGE ROAD

### ANNEXATION PLAT

SW ¼, SW ¼, Sec 29, T15N, R5W, 3rd PM



**DESCRIPTION:**

Part of the Southwest Quarter of the Southwest Quarter of Section 29, Township 15 North, Range 5 West of the Third Principal Meridian in Sangamon County, Illinois, more particularly described as follows:

Beginning at a found 1" iron pipe marking the Northeast corner of the Northwest Quarter of the Northwest Quarter of Section 32; thence North 00°00'00" East, 148.00 feet to a ½" iron pin; thence North 90°00'00" West, 383.87 feet to a ½" iron pin on the Easterly right-of-way line of the GM & O-I Railroad; thence South 24°02'30" West, 162.06 feet along the Easterly right-of-way of said railroad to a ½" iron pin; thence South 90°00'00" East, 449.89 feet to the true point of beginning.

**NOTE:**



The parcel and description shown are based on the deed recorded as Document Number 2015R29932 in the Sangamon County Recorder's Office.

I hereby certify that the above plat correctly represents and identifies the parcel of record to be annexed to the City of Springfield, Illinois.

*Nathan Bottom*  
\_\_\_\_\_  
Illinois Professional Engineer No. 062-0603022  
License Expires 11/30/2025

*7/30/25*  
\_\_\_\_\_  
Date



-  PROPOSED ANNEXATION
-  SPRINGFIELD CORP. LIMITS



2025-396

# Legal Notification Sheet

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Gregory Moredock

Date: **September 22, 2025**

Petitioner's Name: **Robert D. & Sherrie S. Lynch**

Property Address: **5953 IRON BRIDGE RD  
CHATHAM, IL 62629**

## Legal Description

PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 15 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN IN SANGAMON COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1" IRON PIPE MARKING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32; THENCE NORTH 00 DEGREES 00' 00" EAST, 148.00 FEET TO A 1/2" IRON PIN; THENCE NORTH 90 DEGREES 00' 00" WEST, 383.87 FEET TO A 1/2" IRON PIN ON THE EASTERLY RIGHT-OF-WAY LINE OF THE GM&O-I RAILROAD; THENCE SOUTH 24 DEGREES 02' 30" WEST, 162.06 FEET ALONG THE EASTERLY RIGHT-OF-WAY OF SAID RAILROAD TO A 1/2" IRON PIN; THENCE SOUTH 90 DEGREES 00' 00" EAST, 449.89 FEET TO THE TRUE POINT OF BEGINNING.

Public Library District: **CHATHAM**

Fire Protection District: **CHATHAM**

Township & Commissioner: **Woodside - Brad Miller**

Attorney: **Corporation Counsel  
City of Springfield  
Room 101, Municipal Building**

Electors: **2**

# ORDINANCE FACT SHEET

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## Department Information

Office Requesting: **Public Works**

Staff Member: **Dan Crouse**

Date: **September 22, 2025**

First Reading: **10/7/2025**

Emergency Passage: **N**

Type of Ordinance: **Annexation**

## Annexation Information

Petitioner Name: **Robert D. & Sherrie S. Lynch**

Property Address: **5953 IRON BRIDGE RD**

Number of electors residing at property: **2**

Are the petitioners the only electors: **Y**

Annexation contingent on zoning: **N**

Is an annexation agreement necessary: **Y**

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*Notie Botta*

Director, Public Works/City Engineer

*[Signature]*  
Mayor *GEM*

Director, OBM

September 22, 2025

2025-396

# ORDINANCE FACT SHEET

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## Department Information

Office Requesting: **Public Works**  
Staff Member: **Dan Crouse**  
Date: **September 22, 2025**  
First Reading: **10/7/2025**  
Emergency Passage: **N**  
Type of Ordinance: **Annexation Agreement**

## Annexation Information

Petitioner Name: **Robert D. & Sherrie S. Lynch**  
Property Address: **5953 IRON BRIDGE RD**  
Number of electors residing at property: **2**  
Are the petitioners the only electors: **Y**  
Annexation contingent on zoning: **N**  
Is an annexation agreement necessary: **Y**

---

*Nath Bolton*

Director, Public Works/City Engineer

*[Handwritten signature]*

Mayor

*CEM*

Director, OBM

September 22, 2025  
**2025-396**

**AN ORDINANCE AUTHORIZING SUPPLEMENT NO. 2 FOR PRELIMINARY AND DESIGN PHASE ENGINEERING SERVICES (PE-I AND PE-II) FOR THE MARTIN LUTHER KING JR. DRIVE SAFETY IMPROVEMENTS PROJECT (MFT SECTION NO. 22-00495-00-SP) WITH QUIGG ENGINEERING FOR AN ADDITIONAL AMOUNT NOT TO EXCEED \$67,290.00 FOR THE OFFICE OF PUBLIC WORKS**

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

**WHEREAS**, this is for preliminary and design phase engineering services (PE-I and PE-II) for the Martin Luther King Jr. Drive Safety Improvements Project (MFT Section No. 22-00495-00-SP) with limits from the intersection of Clear Lake Avenue to South Grand Avenue for the Office of Public Works; and

**WHEREAS**, ordinance 237-06-22 approved payment of \$420,000.00 for the Martin Luther King Jr. Drive Safety Improvement Project; and

**WHEREAS**, this supplement is required for environmental review, testing of soils and proposed mitigation design; and

**WHEREAS**, MFT funds will be utilized for this contract; and

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

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

**Section 1:** That the City Council hereby authorizes execution of supplement no. 2 agreement with Quigg Engineering for preliminary and design phase engineering services for the Martin Luther King Jr. Drive Safety Improvements Project (MFT Section No. 22-00495-00-SP) with limits from the intersection of Clear Lake Avenue to South Grand Avenue for an additional amount not to exceed \$67,290.00 for the Office of Public Works. The Mayor and City Clerk are authorized to execute any necessary documents on behalf of the City of Springfield.

**Section 2:** That the Office of Budget and Management is hereby authorized to make payment to Quigg Engineering (VC\*4086) in an additional amount not to exceed \$69,460.00 from account number 041-110-GAST-STRS-2306 upon satisfactory performance of the agreement.

**Section 3:** That this ordinance shall become effective immediately after 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:  
 9-30-25  
Office of Corporation Counsel /Date


**Requested by: Mayor Misty Buscher**



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

**MEMORANDUM**

**TO:** T.J. Heavisides

**FROM:** Anthony Quinones – Central Purchasing 

**DATE:** September 15, 2025

**SUBJECT:** Professional Services Determination

I have reviewed the Ordinance Fact Sheet to Quigg Engineering., for professional services related to preliminary and design phase engineering for the MLK Jr. Drive Safety Improvement Project in an amount not to exceed \$67,290.00 for the Office of Public Works.

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.



Using Federal Funds?  Yes  No

Agreement For:  Agreement Type:  Number:

LOCAL PUBLIC AGENCY

Local Public Agency:  County:  Section Number:  Job Number:

Project Number:  Contact Name:  Phone Number:  Email:

SECTION PROVISIONS

Local Street/Road Name:  Key Route:  Length:  Structure Number:

Location Termini:

Project Description:

Engineering Funding:  MFT/TBP  State  Other

Anticipated Construction Funding:  Federal  MFT/TBP  State  Other

AGREEMENT FOR

Phase I - Preliminary Engineering  Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name:  Contact Name:  Phone Number:  Email:

Address:  City:  State:  Zip Code:

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
- Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
- In Responsible Charge Contractor: A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

**AGREEMENT EXHIBITS**

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514 )
- EXHIBIT E : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**I. THE ENGINEER AGREES,**

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
  - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
  - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
  - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

**II. THE LPA AGREES,**

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
  - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

(1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.

(2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

Percent

Lump Sum \_\_\_\_\_ (Maximum Fee \$40,000) (For federal funds the lump sum shall be developed using Cost Plus Fixed Fee Formula).

Specific Rate \_\_\_\_\_ (Maximum Fee \$150,000)

Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = ( 0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

**III. IT IS MUTUALLY AGREED,**

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
  - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
  - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
  - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
  - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying actions that will be taken against employees for violations of such prohibition.
  - (3) 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 (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (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 contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) 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.
- (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.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
  - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
  - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

**AGREEMENT SUMMARY**

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Quigg Engineering, Inc	204818431	\$23,119.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Bacon Farmer Workman	61-1310314	\$44,171.00
Subconsultant Total		\$44,171.00
Prime Consultant Total		\$23,119.00
Total for all work		\$67,290.00

**AGREEMENT SIGNATURES**

Executed by the LPA:

The  of  Local Public Agency

Attest:

By (Signature & Date)

By (Signature & Date)

Local Public Agency  Local Public Agency Type  Clerk

Title

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

By (Signature & Date)

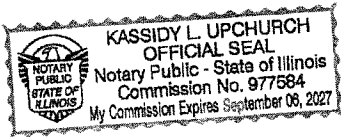
By (Signature & Date)

Title

Title

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)



Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Springfield	Quigg Engineering, Inc	Sangamon	22-00495-00-SP

**EXHIBIT A  
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

Additional work PESA Report utilizing EDR Screening Reports  
 Additional work PESA Response BDE 2735 form based on REC's identified in PESA Report screenings task above  
 PSI support work to Sub Consultant BFW performing PSI  
 Incorporate PSI findings into PH II PS&E  
 QAQC work on above items  
 Project Management related to above items

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Springfield	Quigg Engineering, Inc	Sangamon	22-00495-00-SP

**EXHIBIT B  
PROJECT SCHEDULE**

Internal to overall project schedule. Supplement work will be completed within 5 months of the Notice to Proceed for this work.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Springfield	Quigg Engineering, Inc	Sangamon	22-00495-00-SP

**Exhibit C  
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

**Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.**

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>

Project Criteria	Weighting

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
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Selection committee (titles) for this project

--

Top three consultants ranked for this project in order	
1	
2	
3	

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input type="checkbox"/>	<input checked="" type="checkbox"/>



**EXHIBIT D**  
**COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**  
**FIXED RAISE**

<b>Local Public Agency</b> City of Springfield	<b>County</b> Sangamon	<b>Section Number</b> 22-00495-00-SP
<b>Prime Consultant (Firm) Name</b> Quigg Engineering Inc	<b>Prepared By</b> Stephen Kehoe	<b>Date</b> 5/30/2025
<b>Consultant / Subconsultant Name</b> Quigg Engineering Inc	<b>Job Number</b>	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

**Remarks**  
 Supplement 2 to contract to add additional Environmental work to LA PESA and PESA Response calculations, and Environmental PSI work by Sub Consultant BFW

**PAYROLL ESCALATION TABLE**

<b>CONTRACT TERM</b> 5	<b>MONTHS</b>	<b>OVERHEAD RATE</b> 156.00%
<b>START DATE</b> 9/5/2025		<b>COMPLEXITY FACTOR</b> 0
<b>RAISE DATE</b> 7/2/2026		<b>% OF RAISE</b> 3.00%
<b>END DATE</b> 2/4/2026		

**ESCALATION PER YEAR**

Year	First Date	Last Date	Months	% of Contract
0	9/5/2025	2/4/2026	5	100.00%

<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
City of Springfield	Sangamon	22-00495-00-SP
<b>Consultant / Subconsultant Name</b>		<b>Job Number</b>
Quigg Engineering Inc		

**PAYROLL RATES**

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

<b>MAXIMUM PAYROLL RATE</b>	<b>90.00</b>
<b>ESCALATION FACTOR</b>	<b>0.00%</b>

<b>CLASSIFICATION</b>	<b>IDOT PAYROLL RATES ON FILE</b>	<b>CALCULATED RATE</b>
Administrative Manager	\$45.00	\$45.00
Engineer VI	\$86.74	\$86.74
Engineer V	\$73.54	\$73.54
Engineer IV	\$60.74	\$60.74
Engineer III	\$46.28	\$46.28
Engineer II	\$40.36	\$40.36
Engineer I	\$36.19	\$36.19
Environmental Scientist IV	\$56.51	\$56.51
Environmental Scientist I	\$30.05	\$30.05
Engineering Technician VI	\$58.55	\$58.55
Engineering Technician V	\$48.08	\$48.08
Engineering Technician IV	\$41.59	\$41.59
Accounting Executive	\$39.32	\$39.32



Local Public Agency  
 City of Springfield  
 Consultant / Subconsultant Name  
 Mugg Engineering Inc

County  
 Sangamon

Section Number  
 22-00495-00-SP  
 Job Number

**DIRECT COSTS WORKSHEET**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.  
 EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
				\$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>TOTAL DIRECT COSTS:</b>				<b>\$0.00</b>

Local Public Agency

City of Springfield

County

Sangamon

Section Number

22-00495-00-SP

Consultant / Subconsultant Name

Quigg Engineering Inc

Job Number

**COST ESTIMATE WORKSHEET**  
 EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 156.00%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Enviro - additional PESA Report work		37	1,350	2,106	445		3,901	5.80%
Enviro - additional PESA Response		79	3,235	5,046	1,067		9,348	13.89%
Enviro - PSI support to BFW		17	888	1,385	293		2,566	3.81%
Incorporate PSI into PS&E		24	1,340	2,090	442		3,872	5.75%
Project Management		6	520	812	172		1,504	2.24%
QAQC		6	520	812	172		1,504	2.24%
Bacon Farmer Workman						44,171	44,171	65.64%
<b>Subconsultant DL</b>	\$0.00	169	7,853	12,251	2,591	44,171	\$424.06	0.63%
<b>Direct Costs Total ==&gt;</b>							\$0.00	
<b>TOTALS</b>							67,290	100.00%

Section Number  
22-00495-00-SP

Job Number

County  
Sangamon

Local Public Agency  
City of Springfield

Consultant / Subconsultant Name  
Trigg Engineering Inc

**AVERAGE HOURLY PROJECT RATES**  
**EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Enviro - additional PESA Report work			Enviro - additional PESA Response			Enviro - PSI support to BFW			Incorporate PSI into PS&E			Project Management			
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	
Administrative Manager	45.00	0.0																		
engineer VI	86.74	25.0	14.79%	12.83	1	1.27%	1.10	4	23.53%	20.41	8	33.33%	28.91	6	100.00%	86.74				
engineer V	73.54	0.0																		
engineer IV	60.74	0.0																		
engineer III	46.28	0.0																		
engineer II	40.36	106.0	62.72%	25.31	78	98.73%	39.85	12	70.59%	28.49	16	66.67%	26.91							
engineer I	36.19	0.0																		
environmental Scientist IV	56.51	10.0	5.92%	3.34	9	24.32%	13.75													
environmental Scientist I	30.05	28.0	16.57%	4.98	28	75.68%	22.74													
engineering Technician VI	58.55	0.0																		
engineering Technician V	48.08	0.0																		
engineering Technician IV	41.59	0.0																		
accounting Executive	39.32	0.0																		
		0.0																		
		0.0																		
		0.0																		
		0.0																		
		0.0																		
		0.0																		
		0.0																		
		0.0																		
		0.0																		
		0.0																		
		0.0																		
		0.0																		
<b>TOTALS</b>		169.0	100%	\$46.47	37.0	100.00%	\$36.49	79.0	100%	\$40.95	17.0	100%	\$52.22	24.0	100%	\$55.82	6.0	100%	\$86.74	

9  
2  
2  
2  
Local Public Agency

City of Springfield

Consultant / Subconsultant Name

Quigg Engineering Inc

County

Sangamon

Section Number

22-00495-00-SP

Job Number

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES		QAQC			Hours			% Part.			Wgtd Avg		
	Hours	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Administrative Manager		45.00												
Engineer VI	6	86.74	100.00%		86.74									
Engineer V		73.54												
Engineer IV		60.74												
Engineer III		46.28												
Engineer II		40.36												
Engineer I		36.19												
Environmental Scientist IV		56.51												
Environmental Scientist I		30.05												
Engineering Technician VI		58.55												
Engineering Technician V		48.08												
Engineering Technician IV		41.59												
Accounting Executive		39.32												
<b>TOTALS</b>	6.0		100%		\$86.74	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



August 28, 2025

Stephen Kehoe  
Quigg Engineering, Inc.  
2351 S. Dirkson Parkway  
Springfield, IL 62703

**RE: Environmental Review – Multiple Sites Along Martin Luther King Drive  
Springfield, IL**

Via email: [skehoe@quiggengineering.com](mailto:skehoe@quiggengineering.com)

Dear Mr. Kehoe,

Bacon Farmer Workman Engineering & Testing, Inc. is pleased to provide you with a proposal for environmental due diligence services for several locations which were identified in the two Preliminary Environmental Site Assessment (PESA) reports dated January 17, 2024 and July 22, 2025. A review of the PESA reports indicates there are approximately 10 locations that will require investigations on the PSI work order prepared by Quigg. These locations, along with the address, excavation depth, and proposed number of samples are provided in the table below.

Location	Address	Excavation Depth	Number of Samples
Best Buy Motors	1719-1730 E. Cook Street	0.8	1
Best Buy Motors	1719-1730 E. Cook Street	11.5	2
Okam Quick-N-Easy	1716 & 1730 E. Cook Street	0.8	1
Okam Quick-N-Easy	1716 & 1730 E. Cook Street	13.5	2
Be One Hundred Barber Shop	1730 Clay Street	0.8	1
St. Martin De Porres Food Pantry	1725 E. South Grand Avenue	13.5	2
St. Martin De Porres Food Pantry	1725 E. South Grand Avenue	4.8	1
Former AT&T Building	1800 E. Adams Street	0.8	1
City of Springfield Fleet Maintenance	320 S. Martin Luther King Drive	0.7	1
Springfield Auto Sales	700-730 S. Martin Luther King Drive	0.8	1
Springfield Auto Sales	700-730 S. Martin Luther King Drive	11.5	2
Residence	1801 & 1803 S. Grand Avenue	15.5	2
Residence	1801 & 1803 S. Grand Avenue	5.5	1
St Patrick's Catholic School	1800 E South Grand Avenue	13.5	2
St Patrick's Catholic School	1800 E South Grand Avenue	5.4	1
<b>Total Samples</b>			<b>21</b>

**Assumptions:**

- One Composite Sample for the Shallow Excavations (Hand Auger)
- One Composite Samples for the excavations that are greater than 4.8 - 5.5 feet - one taken at the bottom of the excavation
- Two Composite Samples for the excavations that are greater than 11.5 feet - one taken at the bottom of the excavation and one in the middle

**Task 1 – Work Plan and Safety & Health Plan**

Prepare a work plan and a Health & Safety Plan which will outline:

- Description of investigation activities (e.g., sampling, drilling).
- Site-specific Health & Safety Plan (HASP).
- Permitting and coordination procedures.



**Task 2 and 3 – Field Investigation and Analytical Fees**

This task includes field work and sampling activities.

- Direct Push Technologies (DPT) – sample collection for excavation areas that will be greater than 4’ deep. It is assumed that no more than 1.5 hours will be required at each boring location.
- Sample Analysis for Soil and Groundwater Samples (if encountered).
- Samples will be analyzed for:

Assumes 30 Samples			Soil	Water
BTEX + MTBE	EPA 8260B	Soil, Water	\$ 70.15	\$ 70.15
PAHs	EPA 8270D	Soil	\$ 97.75	
PAHs	EPA 8270D	Water		\$ 109.25
TPH-GRO/DRO	Modified EPA 8015	Soil, Water	\$ 51.75	\$ 51.75
Oil & Grease	EPA 9071B	Soil	\$ 80.50	
Oil & Grease	EPA 1664A	Water		\$ 44.85
8 RCRA Metals (As, Pb, etc.)	EPA 6010/6020	Soil, Water	\$ 143.75	\$ 143.75
8 RCRA Metals (As, Pb, etc.)	EPA 6010/6020	Soil, Water	\$ 143.75	\$ 143.75

- A total of 21 soil samples is expected.
- No more than 10 water samples are expected.
- Traffic Control is included in this task.
- Utility locate using JULIE is included in this task.

**Task 4 – Evaluation of Data**

Laboratory Data will be analyzed for comparison with Illinois Remedial Thresholds. A summary report will be prepared which outlines all analytical results as well as the comparison with disposal criteria.

**Task 5 – Volume Estimate of Impacted Material**

A review of the PSI work order will be revised to include any soils that will need to be properly disposed of.

Should you have any further questions, please feel free to contact our office at (270) 443-1995.

Sincerely,

Bacon Farmer Workman Engineering & Testing, Inc.

Susannah Campbell, PMP  
Environmental Manager



Local Public Agency  County  Section Number

Prime Consultant (Firm) Name  Prepared By  Date

Consultant / Subconsultant Name  Job Number

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	5	MONTHS	OVERHEAD RATE	170.73%
START DATE	9/5/2025		COMPLEXITY FACTOR	0
RAISE DATE	11/1/2025		% OF RAISE	3.00%
END DATE	2/4/2026			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	9/5/2025	11/1/2025	2	40.00%
1	11/2/2025	2/1/2026	3	61.80%

<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
City of Springfield	Sangamon	
<b>Consultant / Subconsultant Name</b>		<b>Job Number</b>
Bacon Farmer Workman Engineering		

**PAYROLL RATES**

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

<b>MAXIMUM PAYROLL RATE</b>	<b>90.00</b>
<b>ESCALATION FACTOR</b>	<b>1.80%</b>

<b>CLASSIFICATION</b>	<b>IDOT PAYROLL RATES ON FILE</b>	<b>CALCULATED RATE</b>
Administrative	\$45.81	\$46.63
CADD Technician	\$37.68	\$38.36
Driller Assist	\$32.70	\$33.29
Driller Lead	\$32.70	\$33.29
Environmental Technician	\$27.93	\$28.43
Environmental Manager	\$63.00	\$64.13
Senior Geologist	\$56.61	\$57.63
Geologist	\$29.54	\$30.07
Geotechnical Engineer	\$71.96	\$73.26
Historical Preservationist	\$54.50	\$55.48
Inspector	\$30.59	\$31.14
Intern	\$21.89	\$22.28
Landscape Architect	\$39.21	\$39.92
Principal in Charge-Administrative	\$86.00	\$87.55
Principal in Charge-PE/Project Manager	\$86.00	\$87.55
Professional Land Surveyor (PLS)	\$55.00	\$55.99
Project Engineer	\$74.78	\$76.13
Project Manager	\$79.82	\$81.26
Resident Engineer	\$77.13	\$78.52
Assistant Resident Engineer	\$59.47	\$60.54
Phase III Technician	\$55.60	\$56.60
Senior Transportation Designer	\$51.54	\$52.47
Staff Engineer	\$42.89	\$43.66
Survey Instrument Man	\$41.91	\$42.66
Survey Party Chief	\$42.87	\$43.64
Survey Rodman	\$26.89	\$27.37

**Local Public Agency**

City of Springfield

**County**

Sangamon

**Section Number**

**Job Number**

**Consultant / Subconsultant Name**

Bacon Farmer Workman Engineering

**DIRECT COSTS WORKSHEET**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.  
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)	9	\$110.00	\$990.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	550	\$0.70	\$385.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Soil Sampling (GeoProbe)		1	\$11,393.50	\$11,393.50
Per Diem		9	\$68.00	\$612.00
Sample Analysis		1	\$10,246.00	\$10,246.00
				\$0.00

**TOTAL DIRECT COSTS:**

**\$23,626.50**



Local Public Agency  
City of Springfield

County  
Sangamon

Section Number

Consultant / Subconsultant Name  
Liacon Farmer Workman Engineering

Job Number

**AVERAGE HOURLY PROJECT RATES**  
**EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Work Plan and Safety & Health Plan			Field Investigation / Analyze										
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg		
Administrative	46.63	16.0	11.35%	5.29														
ADD Technician	38.36	0.0																
Driller Assist	33.29	0.0																
Driller Lead	33.29	0.0																
Environmental Technician	28.43	56.0	39.72%	11.29	8	50.00%	14.22	24	50.00%	14.22								
Environmental Manager	64.13	69.0	48.94%	31.38	8	50.00%	32.07	24	50.00%	32.07								
Senior Geologist	57.63	0.0																
Geologist	30.07	0.0																
Geotechnical Engineer	73.26	0.0																
Historical Preservationist	55.48	0.0																
Spector	31.14	0.0																
Intern	22.28	0.0																
andscape Architect	39.92	0.0																
Principal in Charge-Admini	87.55	0.0																
Principal in Charge-PE/Pro	87.55	0.0																
Professional Land Surveyo	55.99	0.0																
Project Engineer	76.13	0.0																
Project Manager	81.26	0.0																
Resident Engineer	78.52	0.0																
Assistant Resident Engineer	60.54	0.0																
Phase III Technician	56.60	0.0																
Senior Transportation Desi	52.47	0.0																
Staff Engineer	43.66	0.0																
Survey Instrument Man	42.66	0.0																
Survey Party Chief	43.64	0.0																
Survey Rodman	27.37	0.0																
		0.0																
<b>TOTALS</b>		141.0	100%	\$47.97	16.0	100.00%	\$46.28	48.0	100%	\$46.28	0.0	0%	\$0.00	0.0	0%	\$0.00	0%	\$0.00

Local Public Agency  
City of Springfield

County  
Sangamon

Section Number

Consultant / Subconsultant Name  
Acron Farmer Workman Engineering

Job Number

Section Number

**AVERAGE HOURLY PROJECT RATES**  
**EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES		Interpretation & Recommendations			Meetings			Traffic Control			Utility Locates			Qa/Qc			
	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Administrative	16	33.33%	15.54															
ADD Technician																		
Filler Assist																		
Filler Lead																		
Environmental Technician	8	16.67%	4.74	12	100.00%	28.43	4	100.00%	28.43									
Environmental Manager	24	50.00%	32.07	8	100.00%	64.13									5	100.00%	64.13	
Senior Geologist																		
Geologist																		
Geotechnical Engineer																		
Historical Preservationist																		
Inspector																		
Intern																		
andscape Architect																		
Principal in Charge-Administrative																		
Principal in Charge-PE/Project																		
Professional Land Surveyor (Professional)																		
Project Engineer																		
Project Manager																		
Resident Engineer																		
Assistant Resident Engineer																		
Base III Technician																		
Senior Transportation Design																		
Staff Engineer																		
Survey Instrument Man																		
Survey Party Chief																		
Survey Rodman																		
<b>TOTALS</b>	48.0	100%	\$52.35	8.0	100%	\$64.13	12.0	100%	\$28.43	4.0	100%	\$28.43	5.0	100%	\$64.13	0.0	0%	\$0.00

**Direct Push Analytical Corp.**

4N989 Old LaFox Road, Unit E  
St. Charles, IL 60175

www.DirectPushOnline.com

Phone: 630-377-7766

Prepared For: Name Suzannah Campbell, PMP - Environmental Manager  
Company BFW Engineers - Paducah, KY Office  
Phone # 270-443-1995  
Cell # \_\_\_\_\_  
Email scampbe@bfeengineers.com

Date 8/29/25  
From Bryan Kinzer  
Quote # BFW Engineers  
IDOT Drilling - Sangamon County  
5400 Truck Probe

RE: IDOT Project Sites (10), Springfield, IL (Sangamon County)	Geoprobe Rig Time Est.
Conduct 811 Call - also contact any non-member companies & document findings on all utilities	-
Establish IDOT & MEADE Dig Tickets	-
Conduct (3) SB to @ depth 8 ft bgs	1.5
Conduct (2) SB to @ depth 12 ft bgs	1
Conduct (5) SB to @ depth 16 ft bgs	3.75
Collect GW via 3/4-inch Temp Wells if encountered in all (10) locations	2.5
Traffic Control by Consultant	-
Basic Traffic Signage by Driller (men working and/or cones if needed)	0.8
Tailgate meetings, assumes 0.25 hour per day	0.25
Movement in between areas	-
Movement Between (X) Lane Closure Locations (will need to park up truck, and go up into state, turn around and come back opposite side.	2.5
Private Locator by Consultant - Quote assumes completed ahead of drilling	-
Quote assumes Driller can work off Consultant HASP	-
Unloading, cleanup, loading	1
<b>Total Hours (Estimate)</b>	<b>13.3</b>
<b>Total #8 hour days</b>	<b>1.7</b>

Quote assumes Consultant will obtain permits if applicable. The only caveat is if the municipality requires the driller to obtain the permit. **WHICH WILL ADD COSTS ON AS NEEDED BASIS**

Private utility locate NOT required by Driller. Quote assumes Consultant to pre-mark all SB locations ahead of work and provide Private Locator  
Any SB on Private Property must also be Hand Augered to 5 ft.

IDOT electrical utilities (for traffic signals, etc.) may be located by MEADE, and they need to be contacted separately from JULIE

Borings that cannot be advanced with a Geoprobe® will be advanced with a stainless-steel hand auger. The DPA operator will be working with a Consultant crew.  
COST OF \$ 150 PER DIG TICKET IF DPA CREATES DIG TICKET - IF CONSULTANT CREATES DIG TICKET THAT DPA CAN PIGGYBACK, COST IS \$ 75 PER DIG TICKET

Subcontractor will conduct utility clearance of underground public utilities in the vicinity of proposed boring locations including any underground IDOT utilities, if applicable  
Consultant will mark and provide maps of proposed boring locations. Subcontractor will provide Consultant with public utility locate numbers at least 48 hours prior to the start of field work.

Quote assumes Cold Patch or Quick-Crete Red-mix will suffice. Residual soil and groundwater should be returned to the borehole location  
Decontamination water should be placed within IDOT ROW and allowed to infiltrate

Quote assumes Driller to provide peri-pump and tubing

Quote assumes Soil and GW can be placed back down-hole or within IDOT ROW

All work will be performed during 8-hour workdays. NO Weekend Work.

Work is subject to prevailing wages

Quote assumes (2) 8-hour day

Flagging/Traffic Control, if required, will be handled by Consultant

Consultant will put in the request for lane closure in the IDOT system if required

Please find below DPA's quote for the completion of work at the above referenced site.  
If you have any questions about this quote or any other project please do not hesitate to contact us.  
We look forward to working with you on this project.

Description	Unit	Quantity	Unit Cost	Total	Mob/Demob	Daily Rate	TW Materials
<b>Daily Rate - Geoprobe Model 5400 Truck Probe or Equivalent Equipment, materials and operator for up to 8 hours onsite time. Quote is based upon time estimated to complete job. Actual time spent to complete job will be billed.</b>	Day	2	\$1,700.00	\$3,400.00		\$3,400.00	
Half Day Rate for Geoprobe 5400 up to 4.0 hours onsite time	Each	0	\$1,250.00	\$0.00			
JULIE Public Utility Locate Request Coordination	Ticket	10	\$150.00	\$1,500.00	\$1,500.00		
IDOT or MEADE Utility Locate Request Coordination	Ticket	10	\$75.00	\$750.00	\$750.00		
1-inch Temp PVC Wells (up to 10' screen/20' total)	Each	10	\$180.00	\$1,800.00			\$1,800.00
Peristaltic Pump and Tubing	Daily	2	\$140.00	\$280.00		\$280.00	
55-Gallon Drums - soil	Each	0	\$125.00	\$0.00			
55-gallon drums (decon & purge water)	Each	0	\$125.00	\$0.00			
42-inch gallic cones	Daily	2	\$50.00	\$100.00		\$100.00	
Mob/Demob, Geoprobe Rig/Operator (initial)	Initial	1	\$945.00	\$945.00	\$945.00		
Mob/Demob from hotel (1 man crew)	Daily	2	\$150.00	\$300.00		\$300.00	
Per Dem. 1-man crew	Day	2.25	\$250.00	\$562.50		\$562.50	
HASP Preparation	Lump Sum	0.00	\$225.00	\$0.00			
AHAs and/or other H&S Protocol	Lump Sum	0.00	\$500.00	\$0.00			
Other - Time On Site Past 8 hours, Geoprobe	Hourly	0	\$335.00	\$0.00			
Other - Hand Auger & Ancillaries	Daily	0	\$125.00	\$0.00			
Other - Insurance Language Provisions (per policy period) - Waiver of Subrogation	Each	0.00	\$93.75	\$0.00			
Other - Insurance Language Provisions (per policy period) - Primary & Non-Contributory	Each	0.00	\$93.75	\$0.00			
Other - Insurance Language Provisions (per policy period) - 30 Day N.O.C. notice VS 10 Day Notice	Each	0.00	\$225.00	\$0.00			
Other - Insurance Language Provisions (per policy period) - Tail Policy Extension	Each	0.00	\$300.00	\$0.00			
Other - Concrete Curing of (X) locations in ROW	Est.	0.00	\$0.00	\$0.00			
Base - man at work signs	Day	2.00	\$150.00	\$300.00		\$300.00	
Other - Prevailing Wages Driller (Regular Time)	Hour	16.00	\$91.00	\$1,456.00		\$1,456.00	
Other - Prevailing Wages Driller (Over Time)	Hour	0.00	\$112.00	\$0.00			
Weekend & O/T Hours (night shift)	per man/day	0	\$650.00	\$0.00			
<b>Estimated Total</b>				<b>\$11,393.50</b>			
<b>Cost Per</b>					<b>\$3,195.00</b>	<b>\$6,398.50</b>	<b>\$1,800.00</b>
					<b>Mob/Demob</b>	<b>Daily Rate</b>	<b>Temp Well to 20 ft</b>
						<b>\$3,199.25</b>	<b>\$180.00</b>

- Direct Push Analytical Corp.'s daily rate assumes an eight hour working day including set up and clean up
- The quote above reflects the use of Dual-Tube sampling methodology.
- Additional work is charged by the hour at \$ 235.00/hour per ten hours onsite time for 1 man crew. \$ 225 per driller helper

Payment Terms: **Net 30 Days** This proposal is valid for 45 days

This proposal is being submitted as an estimate, unit quantities may vary. A monthly interest charge of 1.5% will be added to past due invoices. Client will inform Contractor of any known or suspected site hazards or risks. Once the job is scheduled, a cancellation fee of \$ 500.00 will be charged if Contractor is not given notice prior to 5 working days of the scheduled job. If any legal action is brought by or on behalf of Direct Push Analytical Corp. under the terms of this agreement, whether such action is brought in law, by statute or in equity, including, without limitation, any action to enforce this contract or any provision of this agreement, to rescind the agreement, to collect damages for a breach of this agreement, or injunctive relief, and/or for a declaratory judgment under the terms of this agreement, Direct Push Analytical Corp. whether plaintiff or defendant, shall be entitled to recover reasonable attorneys' fees, plus costs and expenses of any such action, including any expenses to collect any amounts due hereunder.

Prepared by:

Bryan Kinzer  
cell 513-763-7298  
office 630-377-7766  
www.directpushonline.com

Accepted By:

(signature/date)

(print name/title)

*GEM*

**AN ORDINANCE AUTHORIZING SUPPLEMENT NO. 1 FOR PRELIMINARY AND DESIGN PHASE ENGINEERING SERVICES (PE-I AND PE-II) FOR THE MARTIN LUTHER KING JR. DRIVE SAFETY IMPROVEMENTS PROJECT (MFT SECTION NO. 22-00495-00-SP) WITH QUIGG ENGINEERING FOR AN ADDITIONAL AMOUNT NOT TO EXCEED \$69,460.00 FOR THE OFFICE OF PUBLIC WORKS**

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**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**, this is for preliminary and design phase engineering services (PE-I and PE-II) for the Martin Luther King Jr. Drive Safety Improvements Project (MFT Section No. 22-00495-00-SP) with limits from the intersection of Clear Lake Avenue to South Grand Avenue for the Office of Public Works; and

**WHEREAS**, ordinance 237-06-22 approved payment of \$420,000.00 for the Martin Luther King Jr. Drive Safety Improvement Project; and

**WHEREAS**, MFT funds will be utilized for this contract; and

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

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

**Section 1:** That the City Council hereby authorizes execution of supplement no. 1 agreement with Quigg Engineering for preliminary and design phase engineering services for the Martin Luther King Jr. Drive Safety Improvements Project (MFT Section No. 22-00495-00-SP) with limits from the intersection of Clear Lake Avenue to South Grand Avenue for an additional amount not to exceed \$69,460.00 for the Office of Public Works. The Mayor and City Clerk are authorized to execute any necessary documents on behalf of the City of Springfield.

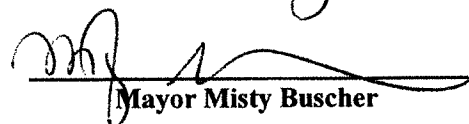
**Section 2:** That the Office of Budget and Management is hereby authorized to make payment to Quigg Engineering (VC\*4086) in an additional amount not to exceed \$69,460.00 from account number 041-110-GAST-STRS-2306 upon satisfactory performance of the agreement.

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

PASSED: July 15, 2025

SIGNED: July 23, 2025

RECORDED: July 24, 2025

  
Mayor Misty Buscher

ATTEST: C. Redpath  
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:  
 6-26-25  
Office of Corporation Counsel /Date

Requested by: Mayor Misty Buscher

2022-216

237-06-22

**AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT FOR PRELIMINARY AND DESIGN PHASE ENGINEERING SERVICES (PE-I AND PE-II) FOR THE MARTIN LUTHER KING JR. DRIVE SAFETY IMPROVEMENTS PROJECT (MFT SECTION NO. 22-00495-00-SP) WITH QUIGG ENGINEERING IN AN AMOUNT NOT TO EXCEED \$420,000.00 FOR THE OFFICE OF PUBLIC WORKS**

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

**WHEREAS**, this agreement is for preliminary and design phase engineering services (PE-I and PE-II) for the Martin Luther King Jr. Drive Safety Improvements Project (MFT Section No. 22-00495-00-SP) with limits from the intersection of Clear Lake Avenue to South Grand Avenue for the Office of Public Works; and

**WHEREAS**, Quigg Engineering is willing to provide these services for an amount not to exceed \$420,000.00; 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 38.42 pertaining to Professional Services; and

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

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

**Section 1:** That the City Council hereby authorizes execution of an agreement with Quigg Engineering for preliminary and design phase engineering services for the Martin Luther King Jr. Drive Safety Improvements Project (MFT Section No. 22-00495-00-SP) with limits from the intersection of Clear Lake Avenue to South Grand Avenue in an amount not to exceed \$420,000.00 for the Office of Public Works. The Mayor and City Clerk are authorized to execute any necessary documents on behalf of the City of Springfield.

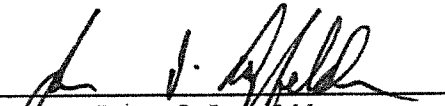
**Section 2:** That the Office of Budget and Management is hereby authorized to make payment to Quigg Engineering (VC\*4086) in an amount not to exceed \$420,000.00 from account number 041-110-GAST-STRS-2306 upon satisfactory performance of the agreement.


**Section 3:** That this ordinance shall become effectively immediately after its passage and recording by the City Clerk.

PASSED: June 7, 2022

SIGNED: June 8, 2022

RECORDED: June 9, 2022

  
Mayor James O. Langfelder

ATTEST:   
City Clerk Frank J. Lesko

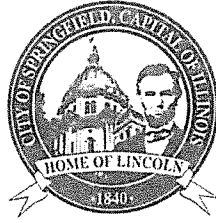
Approved as to legal sufficiency:

Requested by: Mayor James O. Langfelder

  
Office of Corporation Counsel / Date

2022-216


237-06-22



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

**MEMORANDUM**

**TO:** T.J. Heavisides

**FROM:** Anthony Quinones – Central Purchasing 

**DATE:** May 11, 2022

**SUBJECT:** Professional Services Determination

I have reviewed the Ordinance Fact Sheet to Quigg Engineering for professional services for Preliminary and Design Phase Engineering for the Martin Luther King Jr. Drive Safety Improvement Project in an amount not to exceed \$420,000.00 for the Office of Public Works.

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.

**ORDINANCE FACT SHEET**

REQUEST FORM NO: 22-46  
 DATE OF 1ST READING: 5/17/2022

OFFICE REQUESTING: Public Works

CONTACT PERSON: T.J. Heavisides  
 PHONE NUMBER: 789-2255

EMERGENCY PASSAGE: No  Yes  If yes, explain justification.

TYPE OF ORDINANCE: Professional Services FISCAL IMPACT: \$420,000.00

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

**SUGGESTED TITLE:**

AN ORDINANCE AUTHORIZING AN AGREEMENT FOR PRELIMINARY AND DESIGN PHASE ENGINEERING SERVICES (PE-I AND PE-II) FOR THE MARTIN LUTHER KING JR DR SAFETY IMPROVEMENTS PROJECT - CLEAR LAKE TO SOUTH GRAND AVE (MFT SECTION #22-00495-00-SP) FOR THE OFFICE OF PUBLIC WORKS.

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

Agreement \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

CONTRACTOR / VENDOR NAME: Quigg Engineering VENDOR NO: VC-4086

CONTRACT TERM: \_\_\_\_\_ CONTRACT # \_\_\_\_\_ Change in Scope Yes  No

CONTRACT AMOUNT: \$420,000.00  
 (Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one)  Previous Ord #s \_\_\_\_\_

- Low Bid  Other: Professional Services Is Purchasing Agent approval required? No  Yes   
 Low Bid Meeting Specs  Exception: \_\_\_\_\_ Is Purchasing Agent approval attached? No  Yes   
 Low Evaluated Bid Code Provision: \_\_\_\_\_

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

REVENUE						
	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE						
	Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	STRS	2306	\$420,000.00
2						
3						
4						

FUNDS CHECK BY: [Signature] Date: 5/11/22  
 DIRECTOR / SUPERVISOR SIGNATURE: [Signature] Date: 5/19/22  
 CITY PURCHASING AGENT: Amanda P. Long Date: 5/12/2022

**COMMENTS**

This ordinance is for Preliminary and Design Phase Engineering Services (PE-I and PE-II) for the Martin Luther King Jr Drive Safety Improvements Project with limits from the intersection of Clear Lake Ave to South Grand Ave. The proposed project is to complete a road diet, similar to the recently completed section of Walnut St from South Grand to Monroe St. The consultant will provide preliminary and design engineering services as specified within the scope of the agreement, and as necessary to evaluate the selected improvements and develop and provide construction documents. MFT funding will be utilized for this agreement.

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

[Signature]  
 (Director of OBM)

**ORDINANCE FACT SHEET**

REQUEST FORM NO: 25-51  
 DATE OF 1ST READING: 10/7/25

OFFICE REQUESTING: Public Works

CONTACT PERSON: T.J. Heavisides  
 PHONE NUMBER: 789-2255

EMERGENCY PASSAGE: No  Yes  If yes, explain justification.  
 \_\_\_\_\_

TYPE OF ORDINANCE: Professional Services FISCAL IMPACT: \$67,290.00

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

**SUGGESTED TITLE:**

AN ORDINANCE AUTHORIZING SUPPLEMENT NO. 2 FOR PRELIMINARY AND DESIGN PHASE ENGINEERING SERVICES (PE-I AND PE-II) FOR THE MARTIN LUTHER KING JR DR SAFETY IMPROVEMENTS PROJECT - CLEAR LAKE TO SOUTH GRAND AVE (MFT SECTION #22-00495-00-SP) FOR THE OFFICE OF PUBLIC WORKS.

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

Agreement Supplement (IDOT Form BLR 05530) \_\_\_\_\_  
 Ord 237-06-22 \_\_\_\_\_  
 ORD 291-07-25 \_\_\_\_\_

CONTRACTOR / VENDOR NAME: Quigg Engineering VENDOR NO: VC-4086

CONTRACT TERM: \_\_\_\_\_ CONTRACT # \_\_\_\_\_ Change in Scope Yes  No

CONTRACT AMOUNT: \$420,000.00 2 \$ 67,290.00  
 (Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one) Previous Ord #s \_\_\_\_\_

- Low Bid  Other: Professional Services Is Purchasing Agent approval required? No  Yes   
 Low Bid Meeting Specs  Exception: \_\_\_\_\_ Is Purchasing Agent approval attached? No  Yes   
 Low Evaluated Bid Code Provision: \_\_\_\_\_

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

**REVENUE**

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

**EXPENDITURE**

	Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	STRS	2306	\$67,290.00
2						
3						
4						

FUNDS CHECK BY: \_\_\_\_\_ Date: 09-15-2025  
 DIRECTOR / SUPERVISOR SIGNATURE: T.J. Heavisides Date: 9/12/25  
 CITY PURCHASING AGENT: \_\_\_\_\_ Date: 9/15/2025

**COMMENTS**

This ordinance is the 2nd supplement to the contract for Preliminary and Design Phase Engineering Services (PE-I and PE-II) for the Martin Luther King Jr Drive Safety Improvements Project with limits from the intersection of Clear Lake Ave to South Grand Ave. The proposed project is to complete a road diet, simliar to the recently completed section of Walnut St from South Grand to Monroe St, but will also include improvements to the intersection at MLK and South Grand as well upgrading traffic signals. The supplement is for required environmental review and testing of soils for contamination and proposed mitigation design. MFT funding will be utilized for this agreement.

SIGN OFF:

  
 \_\_\_\_\_  
 (Mayor's Signature) *GEM*

  
 \_\_\_\_\_  
 (Director of OBM)

**AN ORDINANCE ACCEPTING THE LOW BID AND AUTHORIZING THE EXECUTION OF CONTRACT NUMBER PW26-23 WITH PAUL TREE FARMS, LLC TO FURNISH 200 TREE PLANTINGS IN THE AMOUNT OF \$79,000.00, FOR THE OFFICE OF PUBLIC WORKS**

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

**WHEREAS**, the Purchasing Code of the City of Springfield requires that this contract be let by sealed competitive bidding to the lowest responsible bidder; and

**WHEREAS**, pursuant to the above, Paul Tree Farms, LLC has submitted the lowest bid to furnish 200 tree plantings in an amount not to exceed \$79,000.00 for the Office of Public Works; and

**WHEREAS**, the proposed contract documents and bid proposal are on file in the Office of the City Clerk and identified by Contract Index No. PW26-23; and

**WHEREAS**, the Purchasing Agent recommends awarding this contract to Paul Tree Farms, LLC

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

**Section 1:** That the City Council hereby accepts the bid of Paul Tree Farms, LLC to furnish 200 tree plantings in an amount not to exceed \$79,000.00 for the Office of Public Works. The Mayor and City Clerk are authorized to execute Contract No. PW26-23 on behalf of the City of Springfield.

**Section 2:** That the Office of Budget and Management, upon satisfactory performance of the contract, is hereby authorized to make payment to Paul Tree Farms, LLC (0PAU5700) in an amount not to exceed \$79,000.00 from account number 001-110-WORK-TREE-1232.

**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**

 9.30.25  
\_\_\_\_\_  
**Office of Corporation Counsel / Date**

American Forests Grant Fall 2025 Tree Planting

<b>Vendor:</b>	MG Stewart Land Designs LLC Marcus Stewart 315 E Keys Av Springfield, IL 62702 MGSLandDesigns@gmail.com 217-816-4928	Paul Tree Farms Danny Paul 12430 State Route 125 Pleasant Plains, IL 62677 paultreefarmsllc@yahoo.com 217-414-9556	
<b>Category</b>			
<b>Cost:</b> (Up to 65 Points) Lower Cost = Higher Points	<b>5.33</b>	<b>63.33</b>	
<b>Varieties:</b> (Up to 15 Points) More Variety = Higher Points	<b>10.67</b>	<b>7.33</b>	
<b>Calipers Provided:</b> (up to 15 points) Larger Caliper = Higher Points	<b>0.00</b>	<b>0.00</b>	
<b>Vendor Location:</b> (Up to 5 Points) In City of Springfield = 5 Points Outside Springfield in Sangamon County = 3 Points Outside Sangamon County = 0 Points	<b>5.00</b>	<b>3.00</b>	
<b>Total:</b>	<b>21.00</b>	<b>73.67</b>	<b>0</b>

<b>Cost:</b>	\$193,300.00	\$79,000.00	
<b>Varieties Provided:</b>	<p><b>SMALL TREES</b></p> <p>American-Smoke-Tree-(Cotinus-obovatus)</p> <p>SUB - Amur Maple</p> <p>Dogwood (Cornus florida)</p> <p>Japanese Lilac (Syringa reticulata)</p> <p>Red-Buckeye-(Aesculus-pavia)</p> <p>SUB Prairie Fire Crabapple</p> <p>Serviceberry-(Amelanchier-spp.)</p> <p>SUB Marilee Crabapple</p> <p>Common-Witch-Hazel-(Hamamelis-virginiana)</p> <p>Fringetree-(Chionanthus-virginicus)</p> <p>Seaside-Alder-(Alnus-maritima)</p> <p>SUB Amelanchier Autumn Brilliance MS</p> <p><b>MEDIUM TREES</b></p> <p>American Hornbeam (Carpinus caroliniana)</p> <p>Ironwood-(Ostrya-virginiana)</p> <p>SUB Green Mountain Sugar Maple</p> <p>Carolina-Silverbell-(Halesia-carolina)</p> <p>SUB October Glory Maple</p> <p>Golden-Rain-Tree-(Koelreuteria-paniculata)</p> <p>SUB State Street Maple</p> <p>Black-Gum-or-Tupelo-(Nyssa-sylvantica)</p> <p>SUB Kinred-Spirit-Oak</p> <p>Red-horse-chestnut-(Aesculus-carnea)</p> <p>SUB Royal Frost Birch</p> <p>Sassafras-(Sassafras-albidum)</p> <p>SUB Royal-Petticoat-Maple</p> <p><b>LARGE TREES</b></p> <p>American-Linden-(Tilia-americana)</p> <p>SUB Quercus White Oak</p> <p>Chinkapin Oak (Quercus muehlenbergii)</p> <p>Ginko-(Male)-(Ginkgo-biloba)</p> <p>SUB Accolade Elm</p> <p>Swamp-White-Oak-(Quercus-bicolor)</p> <p>SUB Tulip Poplar</p> <p>Kentucky-Coffee-(Male)-(Gymnocladus-dioicus)</p> <p>American-Beech-(Fagus-grandifolia)</p> <p>River-Birch-(Betula-nigra)</p>	<p><b>SMALL TREES</b></p> <p>American-Smoke-Tree-(Cotinus-obovatus)</p> <p>Dogwood (Cornus florida)</p> <p>Japanese Lilac (Syringa reticulata)</p> <p>Red-Buckeye-(Aesculus-pavia)</p> <p>Serviceberry (Amelanchier spp.)</p> <p>Common-Witch-Hazel-(Hamamelis-virginiana)</p> <p>Fringetree-(Chionanthus-virginicus)</p> <p>Seaside-Alder-(Alnus-maritima)</p> <p><b>MEDIUM TREES</b></p> <p>American-Hornbeam-(Carpinus-caroliniana)</p> <p>SUB Norway Maple</p> <p>Ironwood-(Ostrya-virginiana)</p> <p>Carolina-Silverbell-(Halesia-carolina)</p> <p>SUB - Amur Maple</p> <p>Golden-Rain-Tree-(Koelreuteria-paniculata)</p> <p>Black-Gum-or-Tupelo-(Nyssa-sylvantica)</p> <p>SUB Maralee Crab</p> <p>Red-horse-chestnut-(Aesculus-carnea)</p> <p>Sassafras-(Sassafras-albidum)</p> <p><b>LARGE TREES</b></p> <p>American-Linden-(Tilia-americana)</p> <p>Chinkapin Oak (Quercus muehlenbergii)</p> <p>Ginko-(Male)-(Ginkgo-biloba)</p> <p>Swamp White Oak (Quercus bicolor)</p> <p>Kentucky-Coffee-(Male)-(Gymnocladus-dioicus)</p> <p>American-Beech-(Fagus-grandifolia)</p> <p>River Birch (Betula nigra)</p>	
<b>Calipers Provided:</b>	Not stated	Not stated	

ORDINANCE FACT SHEET

REQUEST FORM NO: 25-54
DATE OF 1ST READING: 10/7/25

OFFICE REQUESTING: Public Works

CONTACT PERSON: David Whitworth
PHONE NUMBER: 789-2255

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

Empty rectangular box for emergency passage justification.

TYPE OF ORDINANCE: Low Bid FISCAL IMPACT: \$ 79,000.00

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

SUGGESTED TITLE:

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING EXECUTION OF CONTRACT NO. RFP PW26-23 WITH PAUL TREE FARMS, LLC TO FURNISH 200 TREE PLANTINGS FOR THE OFFICE OF PUBLIC WORKS TO BE PLANTED AS PART OF THE AMERICAN FORESTS GRANT PROGRAM

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

Horizontal lines for listing supporting documentation.

CONTRACTOR / VENDOR NAME: Paul Tree Farms, LLC VENDOR NO: 0PAU5700

CONTRACT TERM: completion CONTRACT # RFP PW26-23 Change in Scope Yes [ ] No [X]

CONTRACT AMOUNT: \$79,000.00 (Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one) Previous Ord #s

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

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

REVENUE

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, 110, WORK, TREE, 1232, \$ 79,000.00

FUNDS CHECK BY: [Signature] Date: 09.20.2025
DIRECTOR / SUPERVISOR SIGNATURE: [Signature] Date: 26 SEP 25
CITY PURCHASING AGENT: [Signature] Date: 26 SEP 2025

COMMENTS

This ordinance is for the planting of 200 street trees within the Northeast Quadrant of the City of Springfield, per grant requirements. This contract utilizes American Forests Grant funds.

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

[Signature] (Director of OBM)

2025-398

**A RESOLUTION NOTIFYING THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION THAT MOTOR FUEL TAX FUNDS IN THE AMOUNT OF \$67,290.00 MAY BE USED FOR PRELIMINARY AND DESIGN ENGINEERING SERVICES FOR MARTIN LUTHER KING JR. DRIVE SAFETY IMPROVEMENTS PROJECT (MFT SECTION 22-00495-00-SP), FOR THE OFFICE OF PUBLIC WORKS**

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

**WHEREAS**, the City anticipates using Motor Fuel Tax funds in the additional amount of \$67,290.00 for Preliminary and Design Engineering Services for the Martin Luther King Jr. Drive Safety Improvements Project, MFT Section 22-00495-00-SP; and

**WHEREAS**, the City is required to notify the State regarding the expenditure of Motor Fuel Tax funds.

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

**Section 1:** That improvements will be made to Martin Luther King Jr. Drive from Clear Lake Avenue to South Grand Avenue under the Illinois Highway Code.

**Section 2:** That the improvements are designated as MFT Section No. 22-00495-00-SP.

**Section 3:** That the City anticipates using \$67,290.00 for Preliminary and Design Engineering Services for the improvement of said section from its allotment of Motor Fuel Tax Funds.

**Section 4:** That said work shall be done by contract.

**Section 5:** That the City Clerk is hereby directed to transmit two (2) certified copies of this resolution to the Illinois Department of Transportation, Division of Highways, through its District Engineer.

**Section 6:** That this resolution shall become effective immediately upon its passage and recording by the City Clerk.

**PASSED:** \_\_\_\_\_, 2025

**SIGNED:** \_\_\_\_\_, 2025

**RECORDED:** \_\_\_\_\_, 2025

\_\_\_\_\_  
**Mayor Misty Buscher**

**ATTEST:** \_\_\_\_\_  
City Clerk Charles L. Redpath Sr.

**Approved as to legal sufficiency:**

**Requested by: Mayor Misty Buscher**

 9-30-25  
\_\_\_\_\_  
**Office of Corporation Counsel / Date**



Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement?

[X] Yes [ ] No

Table with Resolution Type (Supplemental), Resolution Number, and Section Number (22-00495-00-SP)

BE IT RESOLVED, by the Council of the City of Springfield

Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract

For Roadway/Street Improvements:

Table with columns: Name of Street(s)/Road(s), Length (miles), Route, From, To

For Structures:

Table with columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

This resolution is for a second supplemental agreement for the Preliminary and Design Phase Engineering services (PE-I and PE-II) for proposed safety engineering improvements for Martin Luther King Jr Drive.

2. That there is hereby appropriated the sum of Sixty Seven Thousand Two Hundred and Ninety Dollars and Zero Cents Dollars (\$67,290.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Chuck Redpath, City Clerk in and for said City of Springfield

do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council of Springfield at a meeting held on

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of Month, Year

(SEAL)

Clerk Signature and Date box

Approved

Regional Engineer Department of Transportation and Date box

2025-399

**ORDINANCE FACT SHEET**

REQUEST FORM NO: 25-50  
 DATE OF 1ST READING: 10/7/25

OFFICE REQUESTING: Public Works

CONTACT PERSON: T.J. Heavisides  
 PHONE NUMBER: 789-2255

EMERGENCY PASSAGE: No  Yes  If yes, explain justification.

TYPE OF ORDINANCE: MFT funding FISCAL IMPACT: \_\_\_\_\_

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

**SUGGESTED TITLE:**

A RESOLUTION TO USE MFT FUNDS FOR SUPPLEMENT NO. 2 FOR PRELIMINARY AND DESIGN PHASE ENGINEERING SERVICES (PE-I AND PE-II) FOR THE MARTIN LUTHER KING JR DR SAFETY IMPROVEMENTS PROJECT - CLEAR LAKE TO SOUTH GRAND AVE (MFT SECTION #22-00495-00-SP) FOR THE OFFICE OF PUBLIC WORKS.

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

Illinois Department of Transportation - BLR 09110

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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: MFT funding Is Purchasing Agent approval required? No  Yes
- Low Bid Meeting Specs  Exception: \_\_\_\_\_ Is Purchasing Agent approval attached? No  Yes
- Low Evaluated Bid Code Provision: \_\_\_\_\_

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

FUNDS CHECK BY:- <i>County Healy</i>	Date: <i>09-15-2025</i>
DIRECTOR / SUPERVISOR SIGNATURE <i>Ruth Both</i>	Date: <i>9/12/25</i>
CITY PURCHASING AGENT: <i>[Signature]</i>	Date: <i>9/15/2025</i>

**COMMENTS**

Motor Fuel Tax is a state levy and the City is governed by state statutes. IDOT administers MFT monies and it takes prior approval from IDOT to expend any MFT funds. This resolution informs the State that the City intends to expend an additional \$67,290.00 as part of a supplemental agreement by utilizing the MFT program on the preliminary and design engineering services phase for the Martin Luther King Jr Drive Safety Improvement Project.

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

**A SUPPLEMENTAL RESOLUTION FOR THE IMPROVEMENT BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE, MFT SECTION NO. 02-00431-00-PV ARCHER ELEVATOR - WABASH TO OLD JACKSONVILLE ROAD FOR THE OFFICE OF PUBLIC WORKS**

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

**WHEREAS**, the City desires to use funds in the amount of \$47,795.95 for construction of the Archer Elevator Road Improvements from Wabash to Old Jacksonville Road, MFT Section 02-00431-01-PV; and

**WHEREAS**, the City is required to notify the State regarding the expenditure of Motor Fuel Tax Funds.

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

**Section 1:** That the following streets will be improved under the Illinois Highway Code:

Archer Elevator Road, from Wabash to Old Jacksonville Road

**Section 2:** That the proposed improvement consists of construction of the Archer Elevator Road Improvements from Wabash to Old Jacksonville Road. Said improvement to be designated as City Section 02-00431-00-PV.

**Section 3:** That there is hereby appropriated the sum of Forty-Seven Thousand, Seven Hundred and 95/100 Dollars (\$47,795.95) for the improvement of said section from the municipality's allotment of Motor Fuel Tax Funds.

**Section 4:** That said work shall be done by state contract.

**Section 5:** That the City Clerk is hereby directed to transmit two (2) certified copies of this resolution to the Illinois Department of Transportation, Division of Highways, through its District Engineer.

**Section 6:** This resolution shall become effective immediately upon its passage and recording by the City Clerk.

**PASSED:** \_\_\_\_\_, 2025

**SIGNED:** \_\_\_\_\_, 2025

**RECORDED:** \_\_\_\_\_, 2025

\_\_\_\_\_  
**Mayor Misty Buscher**

**ATTEST:** \_\_\_\_\_  
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

**Requested by: Mayor Misty Buscher**

  
\_\_\_\_\_  
**Office of Corporation Counsel / Date**

9-30-25



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
[X] Yes [ ] No

Resolution Type: Supplemental, Resolution Number: [ ], Section Number: 02-00431-00-PV

BE IT RESOLVED, by the Council of the City of Springfield, Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract

For Roadway/Street Improvements:

Table with 5 columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Row 1: Archer Elevator RD, 2.12, FAU 8011, Old Jacksonville RD, Wabash AVE

For Structures:

Table with 5 columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Reconstruction of Archer Elevator Road

2. That there is hereby appropriated the sum of Forty-seven thousand seven hundred ninety-five and 95/100 Dollars (\$47,795.95) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Charles L. Redpath, Sr. City Clerk in and for said City

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

Council of Springfield at a meeting held on

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date Department of Transportation

**ORDINANCE FACT SHEET**

REQUEST FORM NO: 25-52  
 DATE OF 1ST READING: 10/7/25

OFFICE REQUESTING: Public Works

CONTACT PERSON: David Whitworth  
 PHONE NUMBER: 789-2255

EMERGENCY PASSAGE: No  Yes  If yes, explain justification.  
 \_\_\_\_\_  
 \_\_\_\_\_

TYPE OF ORDINANCE: \_\_\_\_\_ FISCAL IMPACT: \_\_\_\_\_  
 (If amending a previous ordinance, please attach a copy of the previous ordinance)

**SUGGESTED TITLE:**  
 A SUPPLEMENTAL RESOLUTION FOR THE IMPROVEMENT BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE, MFT SECTION NO. 02-00431-01-PV FOR THE ARCHER ELEVATOR IMPROVEMENTS FOR THE OFFICE OF PUBLIC WORKS.

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

CONTRACTOR / VENDOR NAME: \_\_\_\_\_ VENDOR NO: \_\_\_\_\_  
 CONTRACT TERM: \_\_\_\_\_ CONTRACT # \_\_\_\_\_ Change in Scope Yes  No   
 CONTRACT AMOUNT: 

(Original amount if change order)

Change Order #

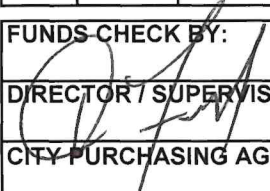
Additional Amount

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

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



REVENUE					
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: 12 SEP 25  
 CITY PURCHASING AGENT: \_\_\_\_\_ Date: \_\_\_\_\_

**COMMENTS**

This supplemental resolution informs IDOT that the City is using MFT funds (\$47,795.95) for construction of the Archer Elevator Road Improvements (MFT Section 02-00431-00-PV).

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

2025-401

**AN ORDINANCE TO DECREASE THE NUMBER OF CLASS "AA" LIQUOR LICENSES BY ONE DUE TO CLOSURE OF BUSINESS BY AD ASTRA WINE BAR & MARKET, LLC D/B/A AD ASTRA WINE BAR & MARKET LOCATED AT 308 E. ADAMS ST.**

**WHEREAS**, Ad Astra Wine Bar & Market, LLC currently holds a Class "AA" liquor license for the business known as Ad Astra Wine Bar & Market located at 308 E. Adams St. 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**

 9-28-25  
\_\_\_\_\_  
**Office of Corporation Counsel / Date**


**ORDINANCE FACT SHEET  
FOR LIQUOR LICENSES**

<b>DATE OF FIRST READING:</b>	<b>REQUESTED BY:</b>	<b>CONTACT:</b>	<b>PHONE #:</b>
10/07/2025	Business Licensing	Todd Oliver	788-8411 ex. 4960
<b>LICENSEE:</b>	Ad Astra Wine Bar & Market, LLC dba Ad Astra Wine Bar & Market		
<b>LOCATION:</b>	308 E. Adams St.		
<b>EMERGENCY PASSAGE:</b> (Please check one)	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> X	<input type="checkbox"/> NO
<b>REASON FOR EMERGENCY:</b>			
<b>Increase / Decrease</b>	<b>Please indicate below if increasing "I" or decreasing "D"</b>		
<b>REASON FOR I / D</b>	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

**AN ORDINANCE TO DECREASE THE NUMBER OF CLASS "AA" LIQUOR LICENSES BY ONE DUE TO CLOSURE OF BUSINESS BY CENTRAL POINT, INC D/B/A THE GIN MILL LOCATED AT 235 S. 5<sup>TH</sup> STREET**

**WHEREAS**, Central Point, Inc currently holds a Class "AA" liquor license for the business known as The Gin Mill located at 235 S. 5<sup>th</sup> 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**

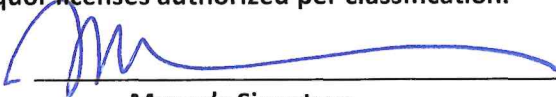
  
\_\_\_\_\_  
**Office of Corporation Counsel / Date** 9-30-25

**ORDINANCE FACT SHEET  
FOR LIQUOR LICENSES**

<b>DATE OF FIRST READING:</b>	<b>REQUESTED BY:</b>	<b>CONTACT:</b>	<b>PHONE #:</b>
10/7/2025	Business Licensing	Todd Oliver	788-8411 ex. 4960
<b>LICENSEE:</b>	Central Point, Inc. d/b/a The Gin Mill		
<b>LOCATION:</b>	235 S 5 <sup>th</sup> Street		
<b>EMERGENCY PASSAGE: (Please check one)</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
<b>REASON FOR EMERGENCY:</b>			
<b>Increase / Decrease</b>	<b>Please indicate below if increasing "I" or decreasing "D"</b>		
<b>REASON FOR I / D</b>	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

*GTM*

\_\_\_\_\_ Date

**AN ORDINANCE AUTHORIZING A DECREASE IN THE NUMBER OF CLASS "D" LIQUOR LICENSES BY ONE DUE TO CLOSURE OF JCJ BEVERAGES III, INC D/B/A TACOLOGY 101 LOCATED AT 219 S. 5<sup>TH</sup> STREET**

WHEREAS, JCJ Beverages III, Inc. currently holds a Class "D" liquor license for the business known as Tacology located at 219 S. 5<sup>th</sup> Street; and

WHEREAS, JCJ Beverages III, Inc. has closed the business and relinquished the Class "D" license; and

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

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

**Section 1:** That the City Council hereby approves a decrease in the number of Class "D" liquor licenses by one.

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

PASSED: \_\_\_\_\_, 2025

SIGNED: \_\_\_\_\_, 2025

RECORDED: \_\_\_\_\_, 2025

ATTEST: \_\_\_\_\_  
City Clerk Charles L. Redpath, Sr.

\_\_\_\_\_  
Mayor Misty Buscher

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

  
\_\_\_\_\_  
Office of Corporation Counsel/Date

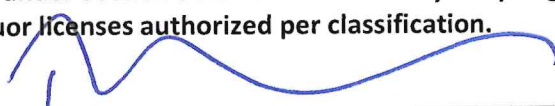
**ORDINANCE FACT SHEET  
FOR LIQUOR LICENSES**

<b>DATE OF FIRST READING:</b>	<b>REQUESTED BY:</b>	<b>CONTACT:</b>	<b>PHONE #:</b>
10/7/2025	Business Licensing	Todd Oliver	788-8411 ex. 4960
<b>LICENSEE:</b>	JCJ Beverages III, Inc d/b/a Tacology 101		
<b>LOCATION:</b>	219 S. Fifth Street		
<b>EMERGENCY PASSAGE: (Please check one)</b>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> X	<input type="checkbox"/> NO
<b>REASON FOR EMERGENCY:</b>			
<b>Increase / Decrease</b>	<b>Please indicate below if increasing "I" or decreasing "D"</b>		
<b>REASON FOR I / D</b>	Business Closed		

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

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

SIGN OFF:

  
 \_\_\_\_\_  
 Mayor's Signature *GEH*

\_\_\_\_\_  
 Date

**AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "D" LIQUOR LICENSES BY ONE FOR LOS RANCH TACO TRUCK, LLC D/B/A LOS ALTOS COCINA Y CANTINA, LOCATED AT 3266 W. ILES AVENUE**

**WHEREAS**, Los Ranch Taco Truck, LLC has applied for a Class "D" liquor license for the business known as Los Altos Cocina y Cantina, located at 3266 W. Iles Avenue; and

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

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

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

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

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

**PASSED:** \_\_\_\_\_, 2025

**SIGNED:** \_\_\_\_\_, 2025


**RECORDED:** \_\_\_\_\_, 2025

\_\_\_\_\_  
**Mayor Misty Buscher**

**ATTEST:** \_\_\_\_\_  
**City Clerk Charles L. Redpath, Sr.**

**Approved as to legal sufficiency:**

**Requested by: Mayor Misty Buscher**


  
\_\_\_\_\_  
**Office of Corporation Counsel/Date**

S:\Ordinance 2025\Increase Class D Los Altos.docx **ORDINANCE FACT SHEET FOR LIQUOR LICENSES**

<b>DATE OF FIRST READING:</b>	<b>REQUESTED BY:</b>	<b>CONTACT:</b>	<b>PHONE #:</b>
10/7/2025	Business Licensing	Todd Oliver	788-8411 ex. 4960
<b>LICENSEE:</b>	Los Ranch Taco Truck, LLC d/b/a Los Altos Cocina y Cantina		
<b>LOCATION:</b>	3266 W. Iles Ave		
<b>EMERGENCY PASSAGE:</b> (Please check one)	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> X	<input type="checkbox"/> NO
<b>REASON FOR EMERGENCY:</b>			
<b>Increase / Decrease REASON FOR I / D</b>	Please indicate below if increasing "I" or decreasing "D" New Restaurant wanting to sell alcohol for onsite consumption (this isn't a food truck)		

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

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:**  \_\_\_\_\_ **Date** \_\_\_\_\_

Mayor's Signature GEM

**AN ORDINANCE AUTHORIZING AN INCREASE IN THE NUMBER OF CLASS "L" LIQUOR LICENSES BY ONE FOR LEGACY HOSPITALITY GROUP, LLC D/B/A FAIRFIELD INN LOCATED AT 3951 S. MACARTHUR BOULEVARD**

WHEREAS, Legacy Hospitality Group, LLC, has applied for a Class "L" liquor license for the business known as Fairfield Inn located at 3951 S. MacArthur Boulevard; and

WHEREAS, all phases of the application process have been satisfactorily met; 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 authorizes an increase in the number of Class "L" 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

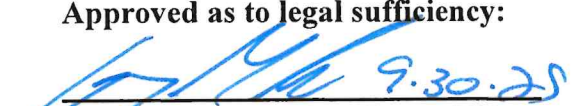
RECORDED: \_\_\_\_\_, 2025

\_\_\_\_\_  
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

**ORDINANCE FACT SHEET  
FOR LIQUOR LICENSES**

<b>DATE OF FIRST READING:</b>	<b>REQUESTED BY:</b>	<b>CONTACT:</b>	<b>PHONE #:</b>
10/07/2025	Business Licensing	Todd Oliver	788-8411 ex. 4960
<b>LICENSEE:</b>	Legacy Hospitality Group, LLC dba Fairfield Inn		
<b>LOCATION:</b>	3951 S. MacArthur		
<b>EMERGENCY PASSAGE:</b> (Please check one)	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> X	<input type="checkbox"/> NO
<b>REASON FOR EMERGENCY:</b>			
<b>Increase / Decrease</b>	<b>Please indicate below if increasing "I" or decreasing "D"</b>		
<b>REASON FOR I / D</b>	New Hotel wanting to sell alcohol for onsite consumption		

Column1	Column2	Column3	Column4
	AA	Tavern license with packaged sales	2:00 a.m.
	A	Tavern license - NO packaged sales	2:00 a.m.
	B	Packaged sales	2:00 a.m.
	B1	Packaged sales	10:00 p.m.
	C	Packaged beer and wine only	2:00 a.m.
	C1	Packaged beer and wine only	10:00 p.m.
	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.
I	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**

2025-405

**AN ORDINANCE AUTHORIZING PAYMENT TO WILLIAM WOOLSEY, A CURRENT CITY OF SPRINGFIELD POLICE OFFICER, FOR SETTLEMENT OF WORKERS COMPENSATION CLAIM NUMBER 24-WC-034785 IN AN AMOUNT NOT TO EXCEED \$52,923.55**

**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**, William Woolsey works as a Police Officer for the City of Springfield hired January 2, 2008; and

**WHEREAS**, on August 7, 2024, Mr. Woolsey filed a workers compensation claim for case number 24-WC-034785 and is willing to settle his claim in the amount of \$52,923.55 representing a permanent partial disability equivalent to 20% loss of use of the right arm; and

**WHEREAS**, Livingstone, Mueller, Bima & Murphy, P.C., the City’s workers compensation advisors have recommended that settlement of Mr. Woolsey’s workers compensation claim for case number 24-WC-034785 in an amount not to exceed \$52,923.55 would be in the best interest of the City financially.

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

**Section 1:** That the City Council hereby approves settlement in the amount of \$52,923.55 to William Woolsey, a Current Police Officer with the Springfield Police Department, for workers compensation case for claim number 24-WC-034785, representing a permanent partial disability equivalent to 20% loss of use of the right arm. The Mayor and the City Clerk are hereby directed to sign the Settlement Agreement on behalf of the City of Springfield.

**Section 2:** That the Office of Budget and Management is hereby authorized to pay the lump sum in an amount not to exceed \$52,923.55 from Account Number 074-107-BGMT-WCMP-2205 as provided in the Settlement Agreement to William Woolsey and his attorney Ryan Meikamp.

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

**PASSED:** \_\_\_\_\_, 2025

**SIGNED:** \_\_\_\_\_, 2025

**RECORDED:** \_\_\_\_\_, 2025

\_\_\_\_\_  
**Mayor Misty Buscher**

**ATTEST:** \_\_\_\_\_  
**City Clerk Charles L. Redpath Sr.**

**Approved as to legal sufficiency:**

**Requested by: Mayor Misty Buscher**

 **Office of Corporation Counsel /** 9-30-25 **Date**

L. ROBERT MUELLER  
lm@livingstonelaw.com  
KENNETH S. BIMA  
ksb@livingstonelaw.com

D. SCOTT MURPHY  
sm@livingstonelaw.com

**LIVINGSTONE, MUELLER, BIMA & MURPHY, P.C.**

*Attorneys at Law*  
620 East Edwards Street • Post Office Box 335  
Springfield, Illinois 62705

Telephone (217) 525-1070  
FAX (217) 525-1080

C.A. LIVINGSTONE  
1896-1982

LESLIE V. DRAKE  
1895-1971

ROBERT E. DAVLIN  
1925-1998

THOMAS MARK SCHMIDT  
1952-2012

ROBERT L. MUELLER  
1922-2018

September 17, 2025

Ms. Lashonda Caldwell  
lashonda.caldwell@springfield.il.us

In re: Claim No.: W004394613  
Insured: Springfield Police Department  
Claimant: William Woolsey  
D/Loss: 8/07/2024  
IWCC No: 24WC034785 / Arbitrator Lee / Springfield

Dear Lashonda:

We have reached a settlement in the amount of 20% loss of use of the right arm, or \$52,923.55.

I have attached a copy of the Ordinance Fact Sheet. Please let me know if you need anything further.

Sincerely,

\s\ Kenneth S. Bima  
ksb@livingstonelaw.com  
KSB:lmr  
enclosure  
cc: Mr. Nick Anselment  
[nick\\_anselment@pmagroup.com](mailto:nick_anselment@pmagroup.com)

Ms. Kelley Martin  
kelley.martin@springfield.il.us

**ORDINANCE FACT SHEET**

ORD. REQUEST FORM NO: \_\_\_\_\_  
 DATE OF 1ST READING: 10/07/2025

OFFICE REQUESTING: Corporation Counsel

CONTACT PERSON: Greg Moredock

PHONE NUMBER: 217-789-2393

EMERGENCY PASSAGE: No   If yes, explain justification.

TYPE OF ORDINANCE: Work Comp Settlement FISCAL IMPACT: \$52,923.55

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

**SUGGESTED TITLE:**

AN ORDINANCE AUTHORIZING PAYMENT TO WILLIAM WOOLSEY, A CURRENT CITY OF SPRINGFIELD POLICE OFFICER, TO SETTLE A WORKERS' COMPENSATION CLAIM FOR CASE #24WC034785 IN THE AMOUNT OF \$52,923.55.

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

---



---

CONTRACTOR / VENDOR NAME: William Woolsey and attorney Ryan Meikamp VENDOR NO: \_\_\_\_\_

CONTRACT TERM: \_\_\_\_\_ Change in Scope Yes  No

CONTRACT AMOUNT: 

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

- Low Bid  Other: \_\_\_\_\_  
 Low Bid Meeting Specs  Exception: \_\_\_\_\_  
 Low Evaluated Bid Code Provision: \_\_\_\_\_

Previous Ord #'s \_\_\_\_\_

Is Purchasing Agent approval required? No  Yes

Is Purchasing Agent approval attached? No  Yes

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	074	107	BGMT	WCMP	2205	\$52,923.55
2						
3						
4						

FUNDS CHECK BY:	Date: <u>9/18/2025</u>
DIRECTOR / SUPERVISOR SIGNATURE	Date: <u>9/18/25</u>
CITY PURCHASING AGENT: _____	Date: _____

**COMMENTS**

William Woolsey, hired on January 02, 2008, as a City of Springfield Police Officer, reported a work injury on August 07, 2024. Mr. Woolsey filed a workers' compensation claim (Case# 24WC034785) and is willing to settle for the amount of \$52,923.55. Livingstone, Mueller, Bima, and Davlin, P.C., the city's legal advisors, also recommend payment in the amount of \$52,923.55 to settle (Case# 24WC034785).

SIGN OFF:

\_\_\_\_\_  
 (Mayor's Signature) GFM

\_\_\_\_\_  
 (Director of OBM)

2025-407

**AN ORDINANCE AUTHORIZING PAYMENT TO SETH KOVACK, A CURRENT CITY OF SPRINGFIELD POLICE OFFICER, FOR SETTLEMENT OF WORKERS COMPENSATION CLAIM NUMBER 24-WC-011075 IN AN AMOUNT NOT TO EXCEED \$74,178.44**

**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**, Seth Kovack works as a Police Officer for the City of Springfield hired August 14, 2023; and

**WHEREAS**, on April 14, 2024, Mr. Kovack filed a workers compensation claim from a traffic accident for case number 24-WC-011075 and is willing to settle his claim in the amount of \$74,178.44 representing a permanent partial disability equivalent to 11% man as a whole and 12% of right; and

**WHEREAS**, Livingstone, Mueller, Bima & Murphy, P.C., the City's workers compensation advisors have recommended that settlement of Mr. Kovack's workers compensation claim for case number 24-WC-011075 in an amount not to exceed \$74,178.44 would be in the best interest of the City financially.

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

**Section 1:** That the City Council hereby approves settlement in the amount of \$74,178.44 to Seth Kovack, a Current Police Officer with the Springfield Police Department, for workers compensation case for claim number 24-WC-011075, representing a permanent partial disability equivalent to 11% man as a whole and 12% of right hand. The Mayor and the City Clerk are hereby directed to sign the Settlement Agreement on behalf of the City of Springfield.

**Section 2:** That the Office of Budget and Management is hereby authorized to pay the lump sum in an amount not to exceed \$74,178.44 from Account Number 074-107-BGMT-WCMP-2205 as provided in the Settlement Agreement to Seth Kovack and his attorney Lynch, Wolter, Beeman, Dennis.

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

**PASSED:** \_\_\_\_\_, 2025

**SIGNED:** \_\_\_\_\_, 2025

**RECORDED:** \_\_\_\_\_, 2025

\_\_\_\_\_  
Mayor Misty Buscher

**ATTEST:** \_\_\_\_\_  
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

**Requested by:** Mayor Misty Buscher

  
\_\_\_\_\_  
Office of Corporation Counsel / Date 10.1.25

**ORDINANCE FACT SHEET FOR WORKERS' COMPENSATION CLAIMS**

**CASE INFORMATION:**

**WORKERS' COMPENSATION CASE#:** W004297750

**WORKERS' COMPENSATION CLAIM #:** 24WC011075

**WORKERS' COMPENSATION COMMISSION DECISION#:**

**TYPE OF ORDINANCE:**  WORKERS' COMPENSATION SETTLEMENT  
 WORKERS' COMPENSATION AWARD

**TYPE OF AWARD/CASE:**  DEATH  
 PERMANENT PARTIAL DISABILITY  
 PERMANENT TOTAL DISABILITY  
 WAGE DIFFERENTIAL

**LAW FIRM HANDLING CASE & CONTACT PERSON** Livingstone, Mueller, Bima & Murphy, P.C.  
L. Robert Mueller

**NAME OF EMPLOYEE:** Seth Kovack

**DEPARTMENT:** Springfield Police Department

**JOB TITLE:** Police Officer

**STATUS:**  CURRENT EMPLOYEE  FORMER EMPLOYEE

**DATE OF ACCIDENT:** 4/14/2024

**DESCRIPTION OF ACCIDENT:** Traffic accident on way to a call.

**ATTORNEY:** Frank Lynch, Wolter, Beeman, Lynch & Dennis

**% OF LOSS OF USE:** 11% MAW -C2 fracture, scapula fracture, concussion  
12 % right hand - chip fracture 5<sup>th</sup> metacarpal  
Total \$74,178.44

**OBM INFORMATION FOR AWARDS ONLY:**

AMOUNT OF AWARD: \$ INTEREST PAID: \$

AMOUNT OF AWARD NOT YET PAID: MEDICAL: \$ TTD: \$ OTHER

**SIGN OFF APPROVAL FOR ORDINANCE**

**MAYOR'S OFFICE** \_\_\_\_\_ **OBM** \_\_\_\_\_

*G. BA*

**ORDINANCE FACT SHEET**

**ORD. REQUEST FORM NO:** \_\_\_\_\_  
**DATE OF 1ST READING:** 10/07/2025

**OFFICE REQUESTING:** Corporation Counsel

**CONTACT PERSON:** Greg Moredock  
**PHONE NUMBER:** 217-789-2393

**EMERGENCY PASSAGE:** No   If yes, explain justification.  
 \_\_\_\_\_  
 \_\_\_\_\_

**TYPE OF ORDINANCE:** Work Comp Settlement      **FISCAL IMPACT:** \$74,178.44

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

**SUGGESTED TITLE:**  
 AN ORDINANCE AUTHORIZING PAYMENT TO SETH KOVACK, A CURRENT CITY OF SPRINGFIELD POLICE OFFICER, TO SETTLE A WORKERS' COMPENSATION CLAIM FOR CASE #24WC011075 IN THE AMOUNT OF \$74,178.44.

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

**CONTRACTOR / VENDOR NAME:** Seth Kovack and attorney Lynch, Wolter, Beeman, Dennis      **VENDOR NO:** \_\_\_\_\_

**CONTRACT TERM:** \_\_\_\_\_      **Change in Scope**    Yes     No

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

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	074	107	BGMT	WCMP	2205	\$74,178.44
2						
3						
4						

**FUNDS CHECK BY:** C. Heingel      **Date:** 09/24/2025  
**DIRECTOR / SUPERVISOR SIGNATURE** [Signature]      **Date:** 9/25/25  
**CITY PURCHASING AGENT:** Michael Lesko      **Date:** 09/24/2025

**COMMENTS**

Seth Kovack, hired on August 14, 2023, as a City of Springfield Police Officer, reported a work injury on April 14, 2024. Mr. Kovack filed a workers' compensation claim (Case #24WC011075) and is willing to settle for the amount of \$74,178.44. Livingstone, Mueller, Bima, and Davlin, P.C., the city's legal advisors, also recommend payment in the amount of \$74,178.44 to settle (Case# 24WC011075).

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

[Signature]  
 (Director of OBM)

**AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL UNDER RFP CS 19-29 AND EXECUTION OF AN AGREEMENT WITH MARILYN ANN YOUNG FOR PURCHASE OF CITY-OWNED PROPERTY CONSISTING OF FIVE (5) PARCELS IN THE AMOUNT OF \$2,500.00, FOR THE OFFICE OF BUDGET AND MANAGEMENT**

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

**WHEREAS**, the City owns certain real property that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the City; and

**WHEREAS**, the Notice of Sale for (CS 19-29) was published in *The State-Journal-Register*, a daily newspaper published in the City of Springfield, Sangamon County, Illinois, on October 28, 2024; and

**WHEREAS**, in response to the City's request for proposals CS 19-29, the City has received a proposal for purchase of five (5) parcels in the amount of \$2,500.00, said parcels being legally described on Exhibit A attached hereto; and

**WHEREAS**, it is in the best interests of the City to accept the bid and enter into an Agreement with Marilyn Ann Young for sale of city-owned property consisting of five (5) parcels; and

**WHEREAS**, the Agreement for Sale of Property for Redevelopment if applicable shall be located in the Office of the City Clerk.

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

**Section 1:** That at least two-thirds of the City Council hereby authorizes acceptance of a proposal under CS 19-29 and authorizes execution of an Agreement for Sale of Property legally described on attached Exhibit A in the amount of \$2,500.00.

**Section 2:** That the Mayor and City Clerk are hereby authorized and directed to execute this ordinance, the Agreement for Sale of Property for Redevelopment, the deed and all other necessary documents to complete the sale on behalf of the City.

**Section 3:** That the Office of Budget and Management is hereby directed to deposit the amount of \$2,500.00 into revenue account 001-107-GENC-VARI-0242.

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

**PASSED:** \_\_\_\_\_, 2025

**SIGNED:** \_\_\_\_\_, 2025

**RECORDED:** \_\_\_\_\_, 2025

\_\_\_\_\_  
**Mayor Misty Buscher**

**ATTEST:** \_\_\_\_\_  
**City Clerk Charles L. Redpath, Sr.**

**Approved as to legal sufficiency:**

**Requested by: Mayor Misty Buscher**

  
\_\_\_\_\_  
**Office of Corporation Counsel / Date**

Parcel	Property	Pin	Bidder	Offer Amt	Legal Description	Zoning	Surplus RFP
1	1601 Loveland St	22-03.0-212-001	Marilyn Ann Young	\$500.00	L 1 B 6 STUART BROWNS SUB PT, N FRL 1/2 NE 3-15-5	R-2	CS25-41
2	1605 Loveland St	22-03.0-212-002	Marilyn Ann Young	\$500.00	L 2 B 6 STUART BROWNS SUB PT, N FRL 1/2 NE 3-15-5	R-2	CS25-41
3	1609 Loveland St	22-03.0-212-003	Marilyn Ann Young	\$500.00	L 3 B 6 STUART BROWNS SUB PT, N FRL 1/2 NE 3-15-5	R-2	CS25-41
4	825 S. College St	14-33.0-429-021	Marilyn Ann Young	\$500.00	N 40' L 12&13, MRS. ULRICHS 2ND ADDN.	R-2	CS25-41
5	1850 N. 8th St	14-27.0-255-033	Marilyn Ann Young	\$2,500	COUNTY CLERKS SUB 2 ENDS, PARTITION 5 PT W 1/2 NE 1/4, LOTS 28 & 29 (11,011 SQ FT), 27-16-5	R-2	CS25-41
			Total				

CITY OF SPRINGFIELD

Vacant Lot Disposition Program Application



As part of their application, each applicant is to include a detailed description of the intended use for each parcel they wish to purchase. Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. Upon purchase approval, the City and the purchaser will enter into a redevelopment contract containing the approved terms and conditions for the disposition of the property. Terms will include purchase price, renovation and end use plan, and development timeline. Any such agreement shall be subject to the approval of the City.

Side Lot purchasers will not have to enter into a redevelopment agreement.

The request for proposals for each the properties is non-competitive in that a contract may be awarded at any time by the City to the party whose proposal is found to be in the best interest of the City of Springfield. The City reserves the right to reject any and all proposals and to waive any informalities or irregularities in the proposals.

APPLICANT CONTACT INFORMATION

Name of Applicant

Neighborhood Association or other organization (if any)

Marilyn Ann Young

Mailing Address

2563 W. Monroe St. Marilynyoung@a16@gmail.com

Daytime Phone Number

Email Address

217-993-2556

Resident of Springfield corporate limits?  Yes  No

VACANT LOT INFORMATION

Vacant Lot Address(es)

Vacant Lot Parcel Number(s)

- ① ~~825 S. College St.~~ 825 S. College St.
- ② 850 N. 8th
- ③ 1601, 05 or 1609 Loveland

# VACANT LOT DISPOSITION PROGRAM APPLICATION



Are you applying to purchase the vacant lot as (choose one):

- Adjacent Homeowner
- Property Owner near the vacant lot
- Other (specify): Community Garden
- Adjacent Landlord/Property Owner
- Neighborhood Association or other organization

Address of your property:

- Same as my mailing address (listed in the Applicant Contact Information section)
- Different from my mailing address:

Do you rent or own your home?  Rent  Own

Your property is a:

- Residence
- Organization
- Business
- Other (specify): \_\_\_\_\_

Describe the intended use for the vacant lot.

Community Garden.

I intend to grow vegetables that will be made available to any resident of Springfield.

Do you expect to invest any money to improve the vacant lot? If so, please explain.

Yes. To Make the soil better (if necessary); possible to install fences, as borders.

About how much money would you expect to spend (if any): \$ est. 7500<sup>00</sup> or more

**Reminder: Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. For intended commercial use, the City may request additional information including a business plan and other financial details.**

# VACANT LOT DISPOSITION PROGRAM APPLICATION



## ELIGIBILITY REVIEW

Do you own multiple parcels of real estate in Springfield? If so, please list all addresses and parcel numbers, including those owned by any companies you control. You may attach additional pages if necessary.

Address(es) of Property Owned

Parcel Number(s) of Property Owned

NO

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---

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---

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Do you owe delinquent property taxes?

Yes  No If yes, please explain why.  I dont know

Have you ever been cited for Housing Code Violations?

Yes  No If yes, please explain why.  I dont know

Do you owe on any delinquent accounts with City Water Light & Power?

Yes  No If yes, please explain why.  I dont know

Do you have any debt owed to the City of Springfield?

Yes  No If yes, please explain why.  I dont know

# VACANT LOT DISPOSITION PROGRAM APPLICATION



## VACANT LOT PURCHASE OFFER

Please note the required minimum bid is \$500.00 per vacant lot. Applicants can choose to bid higher for the vacant lot if desired. The amount is not the only factor that will be considered in the bidding process.

\$ 500.00 per vacant lot

## CERTIFICATIONS AND SIGNATURE OF BIDDER

The undersigned bidder hereby declares that the only person or persons interested in the above proposal as principals are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

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

The undersigned bidder hereby certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If the undersigned bidder has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and is in compliance with that agreement, the bidder shall so state.

Name of Bidder

Marilyn Ann Young

Signature

Marilyn A. Young

Date

4/18/25

ORDINANCE FACT SHEET

DATE OF 1st READING: 09/02/2025 *10.07.25*

OFFICE REQUESTING: OPED

CONTACT PERSON: Julia Griffin

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

PHONE NUMBER: 217.789.2377 x 5455

FISCAL IMPACT: NONE

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL FOR RFP-CS19-29 AND EXECUTION OF AGREEMENT WITH MARILYN ANN YOUNG, FOR SALE OF CITY-OWNED PROPERTY CONSISTING OF FIVE PARCELS AT 1601, 1605, 1609 LOVELAND ST.; 825 S. COLLEGE ST.; 850 N. 8TH (cont. below)

CONTRACTOR / VENDOR NAME: N/A VENDOR NO: N/A

CONTRACT TERM: N/A Change in Scope Yes  No

CONTRACT AMOUNT: N/A (Original amount if change order) Change Order # N/A Additional Amount \_\_\_\_\_

Method of Purchase (check one)

Previous Ord #'s \_\_\_\_\_

- Low Bid
- Low Bid Meeting Specs
- Low Evaluated Bid
- Other: \_\_\_\_\_
- Exception: \_\_\_\_\_
- Code Provision: \_\_\_\_\_

- Is Purchasing Agent approval required? No  Yes
- 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	107	GENC	VARI	0242	\$2,500
2						
3						
4						

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

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

STAFF ANALYSIS

FOR AN AMOUNT OF \$2,500.00 (\$500 per lot) FOR THE OFFICE OF BUDGET AND MANAGEMENT

This is for the sale of five vacant lots at 1601 Loveland St., Springfield, IL 62703, 1605 Loveland St. Springfield, IL 62703, 1609 Loveland St. Springfield, IL 62703, 825 S. College St., Springfield, IL 62704, and 850 N. 8th St., Springfield, IL 62702 to Marilyn Ann Young.

FUNDS CHECK BY: C. Heinzl

DIRECTOR / SUPERVISOR: [Signature]

CITY PURCHASING AGENT: J. Michael Lesko

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

Date: 09/15/2025

Date: 9/15/25

Date: 09/15/2025

[Signature]  
(Director of CBM)

**AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL UNDER RFP CS 19-29 AND EXECUTION OF AN AGREEMENT WITH EDDIE RAY FOR PURCHASE OF CITY-OWNED PROPERTY CONSISTING OF ONE VACANT LOT LOCATED AT 1518 EAST MELROSE ST. IN THE AMOUNT OF \$500.00, FOR THE OFFICE OF BUDGET AND MANAGEMENT**

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

**WHEREAS**, the City owns certain real property that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the City; and

**WHEREAS**, the City Council previously passed ordinances 016-01-17, 158-04-17, 378-09-18, 316-08-18 and 323-07-22 declaring parcels of real property to be surplus property, directing the sale of said real property legally described on Exhibit A attached thereto and incorporated therein, including the improvements located thereon (the "Real Property") and authorizing publication of a notice of sale and request for proposals ("Notice of Sale") pursuant to the requirements set forth in the ordinance; and

**WHEREAS**, the Notice of Sale for (CS 19-29) was published in *The State-Journal-Register*, a daily newspaper published in the City of Springfield, Sangamon County, Illinois, on October 28, 2024; and

**WHEREAS**, the Request for Proposals CS 19-29 contained properties declared surplus by ordinances 016-01-17, 158-04-17, 378-09-18, 316-08-18 and 323-07-22; and

**WHEREAS**, in response to the City's request for proposals CS 19-29, the City has received a proposal for purchase of one parcel in the \$500.00, said parcel being located at 1518 East Melrose St. and legally described on Exhibit A attached hereto; and

**WHEREAS**, it is in the best interests of the City to accept the bid and enter into an Agreement with Eddie Ray for sale of city-owned property located at 1518 East Melrose St; and

**WHEREAS**, the Agreement for Sale of Property for Redevelopment if applicable shall be located in the Office of the City Clerk.

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

**Section 1:** That at least two-thirds of the City Council hereby authorizes acceptance of a proposal under CS 19-29 and authorizes execution of an Agreement for Sale of Property legally described on attached Exhibit A in the amount of \$500.00.

**Section 2:** That the Mayor and City Clerk are hereby authorized and directed to execute this ordinance, the Agreement for Sale of Property for Redevelopment, the deed and all other necessary documents to complete the sale on behalf of the City.

**Section 3:** That the Office of Budget and Management is hereby directed to deposit the amount of \$500.00 into revenue account 001-107-GENC-VARI-0242.

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

**PASSED:** \_\_\_\_\_, 2025

**SIGNED:** \_\_\_\_\_, 2025

**RECORDED:** \_\_\_\_\_, 2025

\_\_\_\_\_  
**Mayor Misty Buscher**

**ATTEST:** \_\_\_\_\_  
**City Clerk Charles L. Redpath, Sr.**

**Approved as to legal sufficiency:**

**Requested by: Mayor Misty Buscher**

  
\_\_\_\_\_  
**Office of Corporation Counsel / Date** 9.30.28

Exhibit A									
Property	Pin	Bidder	Offer Amt	Legal Description	Zoning	Surplus RFP			
1518 East Melrose	22-03.0-479-010	Eddie Ray	\$500.00	LINCOLN HEIGHTS E 8' L 206 ALL L 207	R-2	CS25-41			
		Total	\$500						

Att Jodie Griffin

# CITY OF SPRINGFIELD Vacant Lot Disposition Program Application



As part of their application, each applicant is to include a detailed description of the intended use for each parcel they wish to purchase. Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. Upon purchase approval, the City and the purchaser will enter into a redevelopment contract containing the approved terms and conditions for the disposition of the property. Terms will include purchase price, renovation and end use plan, and development timeline. Any such agreement shall be subject to the approval of the City.

Side Lot purchasers will not have to enter into a redevelopment agreement.

The request for proposals for each the properties is non-competitive in that a contract may be awarded at any time by the City to the party whose proposal is found to be in the best interest of the City of Springfield. The City reserves the right to reject any and all proposals and to waive any informalities or irregularities in the proposals.

## APPLICANT CONTACT INFORMATION

Name of Applicant \_\_\_\_\_ Neighborhood Association or other organization (if any)

Eddie Gene Ray

Mailing Address \_\_\_\_\_

1516 East Melrose Spk IL 62703

Daytime Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_

217-441-1164

Resident of Springfield corporate limits?  Yes  No

## VACANT LOT INFORMATION

Vacant Lot Address(es) \_\_\_\_\_ Vacant Lot Parcel Number(s) \_\_\_\_\_

1518 East Melrose Spk IL (22-03-479-010)

On the East Side over the Hoosier Inn Building

# VACANT LOT DISPOSITION PROGRAM APPLICATION



Are you applying to purchase the vacant lot as (choose one):

- Adjacent Homeowner
- Property Owner near the vacant lot
- Other (specify): \_\_\_\_\_
- Adjacent Landlord/Property Owner
- Neighborhood Association or other organization

Address of your property:

- Same as my mailing address (listed in the Applicant Contact Information section)
- Different from my mailing address:

Do you rent or own your home?  Rent  Own *almost have my house paid off*

Your property is a:

- Residence
- Organization
- Business
- Other (specify): \_\_\_\_\_

Describe the intended use for the vacant lot.

*Adding a fence. making it so I can park not in front of my house, Now. Adventurly Build a little garage. I have a 1973 truck I need to put in it*

Do you expect to invest any money to improve the vacant lot? If so, please explain.

*Explained on Top. I've mowed not for over a year. Neighbor. Keeg's, putting limbs and now. Has cement on it. Where he tore out his porch, walkway down his drive.*

About how much money would you expect to spend (if any): \$ *around 5 or 6 Hundred*

**Reminder: Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. For intended commercial use, the City may request additional information including a business plan and other financial details.**

# VACANT LOT DISPOSITION PROGRAM APPLICATION



## ELIGIBILITY REVIEW

Do you own multiple parcels of real estate in Springfield? If so, please list all addresses and parcel numbers, including those owned by any companies you control. You may attach additional pages if necessary.

Address(es) of Property Owned

Parcel Number(s) of Property Owned

(Buying almost paid off)

22.03.0-479,009

Lincoln Heights W 72 L 206

Do you owe delinquent property taxes?

Yes  No If yes, please explain why.  I dont know

Have you ever been cited for Housing Code Violations?

Yes  No If yes, please explain why.  I dont know

Do you owe on any delinquent accounts with City Water Light & Power?

Yes  No If yes, please explain why.  I dont know

Do you have any debt owed to the City of Springfield?

Yes  No If yes, please explain why.  I dont know

# VACANT LOT DISPOSITION PROGRAM APPLICATION



## VACANT LOT PURCHASE OFFER

Please note the required minimum bid is \$500.00 per vacant lot. Applicants can choose to bid higher for the vacant lot if desired. The amount is not the only factor that will be considered in the bidding process.

\$ 500.00 per vacant lot

## CERTIFICATIONS AND SIGNATURE OF BIDDER

The undersigned bidder hereby declares that the only person or persons interested in the above proposal as principals are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

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

The undersigned bidder hereby certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If the undersigned bidder has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and is in compliance with that agreement, the bidder shall so state.

Name of Bidder

Eddie G Ray

Signature

Eddie G Ray

Date

7-24-2025

I am a veteran, I moved back to Ill. To retire here. I am a retired contractor.

My House I preparing for window's n siding. Once House is fully paid off. My Brother lives on 15th his wife is a Humphrey. I am Disabled Veteran.

ORDINANCE FACT SHEET

DATE OF 1st READING: 09/02/2025 *10-07-25*

OFFICE REQUESTING: OPED

CONTACT PERSON: Julia Griffin

PHONE NUMBER: 217.789.2377 x 5455

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

FISCAL IMPACT: NONE

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL FOR RFP-CS19-29 AND EXECUTION OF AGREEMENT WITH EDDIE RAY, FOR SALE OF CITY-OWNED PROPERTY CONSISTING OF ONE PARCEL AT 1518 EAST MELROSE ST. IN SPRINGFIELD, IL 62703 (cont. below)

CONTRACTOR / VENDOR NAME: N/A VENDOR NO: N/A

CONTRACT TERM: N/A Change in Scope Yes  No

CONTRACT AMOUNT: N/A (Original amount if change order) Change Order # N/A 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	107	GENC	VARI	0242 \$500
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

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

STAFF ANALYSIS

FOR AN AMOUNT OF \$500.00 FOR THE OFFICE OF BUDGET AND MANAGEMENT

This is for the sale of one vacant lot at 1518 Melrose St. Springfield, IL 62703 to Eddie Ray.

FUNDS CHECK BY: C. Heingel

Date: 09/15/2025

DIRECTOR / SUPERVISOR: Amy B.

Date: 9/15/25

CITY PURCHASING AGENT: J. Michael Lesko

Date: 09/15/2025

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

\_\_\_\_\_ (Director of OBM)

**AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL UNDER RFP CS 19-29 AND EXECUTION OF AN AGREEMENT WITH DEONTREY HOLDER FOR PURCHASE OF CITY-OWNED PROPERTY CONSISTING OF FOUR (4) PARCELS IN THE AMOUNT OF \$2,000.00, FOR THE OFFICE OF BUDGET AND MANAGEMENT**

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

**WHEREAS**, the City owns certain real property that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the City; and

**WHEREAS**, the Notice of Sale for (CS 19-29) was published in *The State-Journal-Register*, a daily newspaper published in the City of Springfield, Sangamon County, Illinois, on October 28, 2024; and

**WHEREAS**, in response to the City's request for proposals CS 19-29, the City has received a proposal for purchase of four (4) parcels in the amount of \$2,000.00, said parcels being legally described on Exhibit A attached hereto; and

**WHEREAS**, it is in the best interests of the City to accept the bid and enter into an Agreement with Deontrey Holder for sale of city-owned property consisting of four (4) parcels; and

**WHEREAS**, the Agreement for Sale of Property for Redevelopment if applicable shall be located in the Office of the City Clerk.

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

**Section 1:** That at least two-thirds of the City Council hereby authorizes acceptance of a proposal under CS 19-29 and authorizes execution of an Agreement for Sale of Property legally described on attached Exhibit A in the amount of \$2,000.00.

**Section 2:** That the Mayor and City Clerk are hereby authorized and directed to execute this ordinance, the Agreement for Sale of Property for Redevelopment, the deed and all other necessary documents to complete the sale on behalf of the City.

**Section 3:** That the Office of Budget and Management is hereby directed to deposit the amount of \$2,000.00 into revenue account 001-107-GENC-VARI-0242.

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

**PASSED:** \_\_\_\_\_, 2025

**SIGNED:** \_\_\_\_\_, 2025

**RECORDED:** \_\_\_\_\_, 2025

\_\_\_\_\_  
**Mayor Misty Buscher**

**ATTEST:** \_\_\_\_\_  
City Clerk Charles L. Redpath, Sr.

**Approved as to legal sufficiency:**

**Requested by: Mayor Misty Buscher**

 9-30-25  
**Office of Corporation Counsel / Date**

Exhibit A

Property	Pin	Bidder	Offer Amt	Legal Description	Zoning	Surplus REP
1477 S 11 St	22-03-0-132-009	Deontrey Holder	\$500	WASHINGTON ILES SUB NE PT NW, FRI 3-15-5 W 60' E 100' N PT S1/2 L S & S 40' N 120' E 40' L S	S-3	CS25-41
1419 S 11 St	22-03-0-132-011	Deontrey Holder	\$500	WASHINGTON ILES SUB NE PT, NW 1/4 PT. NW FRACT 1/4 N 80', OF E 104' LOT 5 3-15-5	S-3	CS25-41
1426 S 10 1/2 St	22-03-0-132-012	Deontrey Holder	\$500	WASHINGTON ILES SUB NE PT, NW 1/4 PT. NW FRA 1/4 N 80' OF, LOT 4 S W 56' N 80' LOT 5, 3-15-5	S-3	CS25-41
1428 S 10 1/2 St	22-03-0-132-015	Deontrey Holder	\$500	S1/2 LOT 4 & W PT S1/2, LOT 5 WASHINGTON ILES SUB OF, NE PT OF NW FRI 1/4 3-15-5	S-3	CS25-41
Total			\$2,000			

**City of Springfield**  
**Vacant Lot Disposition Program Application**

As part of their application, each respondent is to include a detailed description of the intended use for each parcel they wish to purchase. Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. Upon purchase approval, the City and the purchaser will enter into a redevelopment contract containing the approved terms and conditions for the disposition of the property. Terms will include purchase price, renovation and end use plan, and development timeline. Any such agreement shall be subject to the approval of the City.

Side Lot purchasers will not have to enter into a redevelopment agreement.

The request for proposals for each the properties is non-competitive in that a contract may be awarded at any time by the City to the party whose proposal is found to be in the best interest of the City of Springfield. The City reserves the right to reject any and all proposals and to waive any informalities or irregularities in the proposals.

**CONTACT INFORMATION**

Name of Applicant:

Deontrey Holder

Neighborhood Association or other organization (if any):

Mailing Address:

1220 East Jackson

City, State, Zip:

Springfield, Illinois 62703

Daytime Phone #:

(217) 725-4275

Email Address:

pridetint@gmail.com

**PROPERTY INFORMATION**

Property Address(es):

There are four adjacent properties. Two of them have addresses and two of them do not.

Addresses and parcel numbers are:

Address	Parcel #
1427 S. 11th	22-030-132-009
None listed	22-030-132-011
None listed	22-030-132-012
1428 S. 10 1/2 St.	22-030-132-015

Are you applying for the property as (choose one):

- Adjacent Homeowner
- Adjacent Landlord/ Property Owner
- Property owner on the same street or block
- Neighborhood Association or other organization
- Other (specify) \_\_\_\_\_

What is the address of your property?

- Same as my mailing address above
- Different mailing address:

1431 South 11th Street, Springfield, IL 62703

This address is a

- Residence
- Organization
- Other (specify) Commercial Business - Pride Tint, LLC

Describe the intended use for the vacant parcel(s)

Parcel number ending in "-015" will be fenced in and used as a parking/storage area for customer vehicles. This will allow our customers to park their vehicles in a secured location.

Parcel numbers ending in "-009", "-011", and "-012" will be cleared and used for commercial purposes.

Do you expect to invest any money to improve this vacant land? If so, please explain:

Estimated improvements include clearing the parcels of any vegetation. The fenced in storage area will be rocked as well as the portion that will be used for commercial purposes. This will be a phased project. Phase I will be clearing parcel "-015" and lining it in with rocks.

About how much money would you expect to spend (if any): \$ 10,000.00  
 (If not applying as a Side Lot Applicant please attach a Letter of Credit from your bank as proof of availability to finance the proposed project.)

**ELIGIBILITY REVIEW**

Do you own multiple parcels of real estate in Springfield? If so, please list all parcels and addresses, including those owned by any companies you control. You may attach additional pages if necessary.

Parcel	Address
22-030-132-014	1431 South 11th Street
14-34.0-280-007	1220 East Jackson

Do you owe delinquent property taxes?

Yes

No

If yes, please explain:

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Have you ever been cited for Housing Code Violations?

Yes

No

If yes, please explain:

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---

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---

Do you owe on any delinquent electric, water, sewer or sanitary accounts with City Water Light & Power?

Yes

No

If yes, please explain:

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Do you have any debt owed to the City of Springfield?

Yes

No

If yes, please explain:

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**PURCHASE OFFER**


**Please note there is a minimum bid of \$500.00 per parcel required (minimum bid, is the minimum bid required for purchase. Applicants can choose to bid higher for property if desired, price is not the only factor in bidding, but will be considered.)**

\$ 500.00 (per parcel)

**SECTION III**

**CERTIFICATIONS AND SIGNATURE OF BIDDER**

1. The undersigned bidder hereby declares that the only person or persons interested in the above proposal as principals are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.
2. The undersigned bidder hereby certifies that it is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating Sections 33E-33 or 33E-4 of the Illinois Criminal Code.
3. The undersigned bidder hereby certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If the undersigned bidder has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and is in compliance with that agreement, the bidder shall so state.

  
\_\_\_\_\_  
*Signature of Bidder*

ORDINANCE FACT SHEET

DATE OF 1st READING: 09/02/2025 10.07.25

OFFICE REQUESTING: OPED

CONTACT PERSON: Julia Griffin

PHONE NUMBER: 217.789.2377 x 5455

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

FISCAL IMPACT: NONE

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL FOR RFP-CS19-29 AND EXECUTION OF AGREEMENT WITH DEONTREY HOLDER, FOR SALE OF CITY-OWNED PROPERTY CONSISTING OF FOUR PARCELS AT 1419 AND 1427 S 11 ST., AND 1426 AND 1428 S 10 1/2 ST. (cont. below)

CONTRACTOR / VENDOR NAME: N/A VENDOR NO: N/A

CONTRACT TERM: N/A Change in Scope Yes [ ] No [x]

CONTRACT AMOUNT: N/A (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?
Is Purchasing Agent approval attached?

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

Table with columns: Fund, Agency, Org, Activity, Object, Amount. Row 1: 001, 107, GENC, VARI, 0242, \$2,000.

Table with columns: Fund, Agency, Org, Activity, Object, Amount. All cells are empty.

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

STAFF ANALYSIS

FOR AN AMOUNT OF \$2000.00 (\$500 per lot) FOR THE OFFICE OF BUDGET AND MANAGEMENT

This is for the sale of four vacant lots at 1419 S 11 St. Springfield, IL 62703, 1427 S 11 St. Springfield, IL 62703, 1426 S 10 1/2 St. Springfield, IL 62703, and 1428 S 10 1/2 St. Springfield, IL 62703 to Deontrey Holder.

FUNDS CHECK BY: C. Heingel
DIRECTOR / SUPERVISOR: Amy [Signature]
CITY PURCHASING AGENT: J. Michael Lesko
SIGN OFF: [Signature] (Mayor's Signature)

Date: 09/15/2025
Date: 9/15/2025
Date: 09/15/2025
[Signature] (Director of OBM)

**AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL UNDER RFP CS 19-29 AND EXECUTION OF AN AGREEMENT WITH GEORGE SINCLAIR FOR PURCHASE OF CITY-OWNED PROPERTY CONSISTING OF ONE VACANT LOT LOCATED AT 1113 SOUTH GRAND AVE. IN THE AMOUNT OF \$500.00, FOR THE OFFICE OF BUDGET AND MANAGEMENT**

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

**WHEREAS**, the City owns certain real property that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the City; and

**WHEREAS**, the City Council previously passed ordinances 016-01-17, 158-04-17, 378-09-18, 316-08-18 and 323-07-22 declaring parcels of real property to be surplus property, directing the sale of said real property legally described on Exhibit A attached thereto and incorporated therein, including the improvements located thereon (the "Real Property") and authorizing publication of a notice of sale and request for proposals ("Notice of Sale") pursuant to the requirements set forth in the ordinance; and

**WHEREAS**, the Notice of Sale for (CS 19-29) was published in *The State-Journal-Register*, a daily newspaper published in the City of Springfield, Sangamon County, Illinois, on October 28, 2024; and

**WHEREAS**, the Request for Proposals CS 19-29 contained properties declared surplus by ordinances 016-01-17, 158-04-17, 378-09-18, 316-08-18 and 323-07-22; and

**WHEREAS**, in response to the City's request for proposals CS 19-29, the City has received a proposal for purchase of one parcel in the amount of \$500.00, said parcel being located at 1113 South Grand Ave. and legally described on Exhibit A attached hereto; and

**WHEREAS**, it is in the best interests of the City to accept the bid and enter into an Agreement with George Sinclair for sale of city-owned property located at 1113 South Grand Ave; and

**WHEREAS**, the Agreement for Sale of Property for Redevelopment if applicable shall be located in the Office of the City Clerk.

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

**Section 1:** That at least two-thirds of the City Council hereby authorizes acceptance of a proposal under CS 19-29 and authorizes execution of an Agreement for Sale of Property legally described on attached Exhibit A in the amount of \$500.00.

**Section 2:** That the Mayor and City Clerk are hereby authorized and directed to execute this ordinance, the Agreement for Sale of Property for Redevelopment, the deed and all other necessary documents to complete the sale on behalf of the City.

**Section 3:** That the Office of Budget and Management is hereby directed to deposit the amount of \$500.00 into revenue account 001-107-GENC-VARI-0242.

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

**PASSED:** \_\_\_\_\_, 2025

**SIGNED:** \_\_\_\_\_, 2025

**RECORDED:** \_\_\_\_\_, 2025

\_\_\_\_\_  
**Mayor Misty Buscher**

**ATTEST:** \_\_\_\_\_  
**City Clerk Charles L. Redpath, Sr.**

**Approved as to legal sufficiency:**

**Requested by: Mayor Misty Buscher**

  
\_\_\_\_\_  
**Office of Corporation Counsel / Date**

Exhibit A

Property	Pin	Bidder	Offer Amt	Legal Description	Zoning	Surplus RFP
1113 South Grand	14-34-0-45A-012	George Sinclair	\$500	PHILLIPS SEALINGERS SUB LOTS, 13&14 B1 BARRETT'S ADDN, OUT LOTS E 23.95 575 L 6	S-3	CS25-41
		Total	\$500			

CITY OF SPRINGFIELD

# Vacant Lot Disposition Program Application



As part of their application, each applicant is to include a detailed description of the intended use for each parcel they wish to purchase. Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. Upon purchase approval, the City and the purchaser will enter into a redevelopment contract containing the approved terms and conditions for the disposition of the property. Terms will include purchase price, renovation and end use plan, and development timeline. Any such agreement shall be subject to the approval of the City.

Side Lot purchasers will not have to enter into a redevelopment agreement. 1105 S Grand Ave E is a side lot.

The request for proposals for each the properties is non-competitive in that a contract may be awarded at any time by the City to the party whose proposal is found to be in the best interest of the City of Springfield. The City reserves the right to reject any and all proposals and to waive any informalities or irregularities in the proposals.

## APPLICANT CONTACT INFORMATION

Name of Applicant

Neighborhood Association or other organization (if any)

George Sinclair

Mailing Address

1308 S. 11<sup>th</sup> St Springfield 62703

Daytime Phone Number

Email Address

217-553-2243

georgeid2@yahoo.com

Resident of Springfield corporate limits?  Yes  No

## VACANT LOT INFORMATION

Vacant Lot Address(es)

Vacant Lot Parcel Number(s)

1113 S. Grand Ave E "03" 14-34.0-454-012

Phillips Sealings Sub Lots

13 & 14 B1 Barretts Addn

Out Lots E 23.93' S 75' L 6

VACANT LOT DISPOSITION PROGRAM APPLICATION



Are you applying to purchase the vacant lot as (choose one):

- Adjacent Homeowner
- Adjacent Landlord/Property Owner
- Property Owner near the vacant lot
- Neighborhood Association or other organization
- Other (specify): \_\_\_\_\_

Address of your property:

- Same as my mailing address (listed in the Applicant Contact Information section)
- Different from my mailing address: \_\_\_\_\_

Do you rent or own your home?  Rent  Own

Your property is a:

- Residence
- Organization
- Business
- Other (specify): \_\_\_\_\_

Describe the intended use for the vacant lot.

Do you expect to invest any money to improve the vacant lot? If so, please explain.

About how much money would you expect to spend (if any): \$ \_\_\_\_\_

Reminder: Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. For intended commercial use, the City may request additional information including a business plan and other financial details.

# VACANT LOT DISPOSITION PROGRAM APPLICATION



## ELIGIBILITY REVIEW

Do you own multiple parcels of real estate in Springfield? If so, please list all addresses and parcel numbers, including those owned by any companies you control. You may attach additional pages if necessary.

Address(es) of Property Owned

Parcel Number(s) of Property Owned

*See Attached*

Do you owe delinquent property taxes?

Yes  No If yes, please explain why.  I dont know

Have you ever been cited for Housing Code Violations?

Yes  No If yes, please explain why.  I dont know

*Getting my skatepark open in the 1980's was not easy. I completed many projects, to get into good standing with the city.*

Do you owe on any delinquent accounts with City Water Light & Power?

Yes  No If yes, please explain why.  I dont know

Do you have any debt owed to the City of Springfield?

Yes  No If yes, please explain why.  I dont know

## VACANT LOT DISPOSITION PROGRAM APPLICATION



### VACANT LOT PURCHASE OFFER

Please note the required minimum bid is \$500.00 per vacant lot. Applicants can choose to bid higher for the vacant lot if desired. The amount is not the only factor that will be considered in the bidding process.

\$ \_\_\_\_\_ per vacant lot

### CERTIFICATIONS AND SIGNATURE OF BIDDER

The undersigned bidder hereby declares that the only person or persons interested in the above proposal as principals are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

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

The undersigned bidder hereby certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If the undersigned bidder has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and is in compliance with that agreement, the bidder shall so state.

Name of Bidder

Signature

Date

---

**ORDINANCE FACT SHEET**

DATE OF 1st READING: 09/02/2025

OFFICE REQUESTING: OPED

CONTACT PERSON: Julia Griffin

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

PHONE NUMBER: 217.789.2377 x 5455

FISCAL IMPACT: NONE

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL FOR RFP-CS19-29 AND EXECUTION OF AGREEMENT WITH GEORGE SINCLAIR, FOR SALE OF CITY-OWNED PROPERTY CONSISTING OF ONE PARCEL AT 1113 SOUTH GRAND AVE. SPRINGFIELD, IL 62703 (cont. below)

CONTRACTOR / VENDOR NAME: N/A VENDOR NO: N/A

CONTRACT TERM: N/A Change in Scope Yes  No

CONTRACT AMOUNT: N/A N/A  
(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	107	GENC	VARI	0242 \$500
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

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

STAFF ANALYSIS

FOR AN AMOUNT OF \$500.00 FOR THE OFFICE OF BUDGET AND MANAGEMENT

This is for the sale of one vacant lot at 1113 South Grand Ave. Springfield, IL 62703 to George Sinclair.

FUNDS CHECK BY: C. Heingel  
 DIRECTOR / SUPERVISOR: [Signature]  
 CITY PURCHASING AGENT: J. Michael Lesko  
 SIGN OFF: [Signature]  
(Mayor's Signature) GEM

Date: 09/15/2025  
 Date: 9/5/25  
 Date: 09/15/2025  
[Signature]  
(Director of OBM)

**AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL UNDER RFP CS 19-29 AND EXECUTION OF AN AGREEMENT WITH JAMES ERWIN FOR PURCHASE OF CITY-OWNED PROPERTY CONSISTING OF ONE VACANT LOT LOCATED AT 2116 E. MONROE ST. IN THE AMOUNT OF \$500.00, FOR THE OFFICE OF BUDGET AND MANAGEMENT**

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**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 owns certain real property that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the City; and

**WHEREAS**, the City Council previously passed ordinances 016-01-17, 158-04-17, 378-09-18, 316-08-18 and 323-07-22 declaring parcels of real property to be surplus property, directing the sale of said real property legally described on Exhibit A attached thereto and incorporated therein, including the improvements located thereon (the “Real Property”) and authorizing publication of a notice of sale and request for proposals (“Notice of Sale”) pursuant to the requirements set forth in the ordinance; and

**WHEREAS**, the Notice of Sale for (CS 19-29) was published in *The State-Journal-Register*, a daily newspaper published in the City of Springfield, Sangamon County, Illinois, on October 28, 2024; and

**WHEREAS**, the Request for Proposals CS 19-29 contained properties declared surplus by ordinances 016-01-17, 158-04-17, 378-09-18, 316-08-18 and 323-07-22; and

**WHEREAS**, in response to the City’s request for proposals CS 19-29, the City has received a proposal for purchase of one parcel in the amount of \$500.00, said parcel being located at 2116 E. Monroe St. and legally described on Exhibit A attached hereto; and

**WHEREAS**, it is in the best interests of the City to accept the bid and enter into an Agreement with James Erwin for sale of city-owned property located at 2116 E. Monroe St; and

**WHEREAS**, the Agreement for Sale of Property for Redevelopment if applicable shall be located in the Office of the City Clerk.

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

**Section 1:** That at least two-thirds of the City Council hereby authorizes acceptance of a proposal under CS 19-29 and authorizes execution of an Agreement for Sale of Property legally described on attached Exhibit A in the amount of \$500.00.

**Section 2:** That the Mayor and City Clerk are hereby authorized and directed to execute this ordinance, the Agreement for Sale of Property for Redevelopment, the deed and all other necessary documents to complete the sale on behalf of the City.

**Section 3:** That the Office of Budget and Management is hereby directed to deposit the amount of \$500.00 into revenue account 001-107-GENC-VARI-0242.

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

**PASSED:** \_\_\_\_\_, 2025

**SIGNED:** \_\_\_\_\_, 2025

**RECORDED:** \_\_\_\_\_, 2025

\_\_\_\_\_  
**Mayor Misty Buscher**

**ATTEST:** \_\_\_\_\_  
City Clerk Charles L. Redpath, Sr.

**Approved as to legal sufficiency:**

**Requested by: Mayor Misty Buscher**

 9.30.25  
\_\_\_\_\_  
**Office of Corporation Counsel / Date**

Exhibit A

Parcel	Pin	Bidder	Offer Amt	Legal Description	Zoning	Surplus RFP
2116 E. Monroe	14-35.0-203-005	James Ervin	\$500.00	WANLESS E MONROE ST ADDN L 103	R-2	C-25-41
		Total	\$500			

# CITY OF SPRINGFIELD Vacant Lot Disposition Program Application



As part of their application, each applicant is to include a detailed description of the intended use for each parcel they wish to purchase. Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. Upon purchase approval, the City and the purchaser will enter into a redevelopment contract containing the approved terms and conditions for the disposition of the property. Terms will include purchase price, renovation and end use plan, and development timeline. Any such agreement shall be subject to the approval of the City.

Side Lot purchasers will not have to enter into a redevelopment agreement.

The request for proposals for each the properties is non-competitive in that a contract may be awarded at any time by the City to the party whose proposal is found to be in the best interest of the City of Springfield. The City reserves the right to reject any and all proposals and to waive any informalities or irregularities in the proposals.

## APPLICANT CONTACT INFORMATION

Name of Applicant \_\_\_\_\_ Neighborhood Association or other organization (if any) \_\_\_\_\_  
James Erwin  
Mailing Address \_\_\_\_\_  
2120 E. Monroe Spfld, IL 62703  
Daytime Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_  
217-717-5334 Bigbenewin@gmail.com  
Resident of Springfield corporate limits?  Yes  No

## VACANT LOT INFORMATION

Vacant Lot Address(es) \_\_\_\_\_ Vacant Lot Parcel Number(s) \_\_\_\_\_  
2116 E. Monroe 14350203005  
Spfld, IL  
62703

VACANT LOT DISPOSITION PROGRAM APPLICATION



Are you applying to purchase the vacant lot as (choose one):

- Adjacent Homeowner
- Adjacent Landlord/Property Owner
- Property Owner near the vacant lot
- Neighborhood Association or other organization
- Other (specify): Live next door, have plan in place to purchase.

Address of your property:

- Same as my mailing address (listed in the Applicant Contact Information section)
- Different from my mailing address:

Do you rent or own your home?  Rent  Own Plan in place to buy.

Your property is a:

- Residence  Organization  Business  Other (specify): \_\_\_\_\_

Describe the intended use for the vacant lot.

At this time I intend to use lot for a garden. And play-area for the community and my extended family. It would be a great addition to my yard! It would also open opportunities in the future.

Do you expect to invest any money to improve the vacant lot? If so, please explain.

I do have a vision of a work shop area for Woodworking!! Since moving in I've removed approximately 40 bags of trash and unsightly debris and do my best to keep it clean. Thank You.

About how much money would you expect to spend (if any): \$ 10% of earnings in the future towards opening my own Woodshop business.

Reminder: Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. For intended commercial use, the City may request additional information including a business plan and other financial details.

# VACANT LOT DISPOSITION PROGRAM APPLICATION



## ELIGIBILITY REVIEW

Do you own multiple parcels of real estate in Springfield? If so, please list all addresses and parcel numbers, including those owned by any companies you control. You may attach additional pages if necessary.

Address(es) of Property Owned

Parcel Number(s) of Property Owned

N/A

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Do you owe delinquent property taxes?

Yes  No If yes, please explain why.  I dont know

Have you ever been cited for Housing Code Violations?

Yes  No If yes, please explain why.  I dont know

Do you owe on any delinquent accounts with City Water Light & Power?

Yes  No If yes, please explain why.  I dont know

Do you have any debt owed to the City of Springfield?

Yes  No If yes, please explain why.  I dont know

# VACANT LOT DISPOSITION PROGRAM APPLICATION



## VACANT LOT PURCHASE OFFER

Please note the required minimum bid is \$500.00 per vacant lot. Applicants can choose to bid higher for the vacant lot if desired. The amount is not the only factor that will be considered in the bidding process.

\$ 500<sup>00</sup> per vacant lot

## CERTIFICATIONS AND SIGNATURE OF BIDDER

The undersigned bidder hereby declares that the only person or persons interested in the above proposal as principals are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

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

The undersigned bidder hereby certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If the undersigned bidder has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and is in compliance with that agreement, the bidder shall so state.

Name of Bidder

Signature

Date

James Erwin  
JAMES ERWIN

James Erwin

May 22, 2025

ORDINANCE FACT SHEET

DATE OF 1st READING: 09/02/2025 10.07.25

OFFICE REQUESTING: OPED

CONTACT PERSON: Julia Griffin

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

PHONE NUMBER: 217.789.2377 x 5455

FISCAL IMPACT: NONE

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL FOR RFP-CS19-29 AND EXECUTION OF AGREEMENT WITH JAMES ERWIN, FOR SALE OF CITY-OWNED PROPERTY CONSISTING OF ONE PARCEL AT 2116 E. MONROE ST. SPRINGFIELD, IL 62703 (cont. below)

CONTRACTOR / VENDOR NAME: N/A VENDOR NO: N/A

CONTRACT TERM: N/A Change in Scope Yes  No

CONTRACT AMOUNT: N/A Change Order # N/A Additional Amount \_\_\_\_\_  
(Original amount if change order)

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	107	GENC	VARI	0242 \$500
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

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

STAFF ANALYSIS

FOR AN AMOUNT OF \$500.00 FOR THE OFFICE OF BUDGET AND MANAGEMENT

This is for the sale of one vacant lot at 2116 E. Monroe St. Springfield, IL 62703 to James Erwin.

FUNDS CHECK BY: C. Heingel Date: 09/15/2025

DIRECTOR / SUPERVISOR: [Signature] Date: 9/15/25

CITY PURCHASING AGENT: J Michael Lesko Date: 09/15/2025

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

The information supplied on this form is not confidential information.

2025 - 413

**AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL UNDER RFP CS 19-29 AND EXECUTION OF AN AGREEMENT WITH ROMELL HILL FOR PURCHASE OF CITY-OWNED PROPERTY CONSISTING OF SEVEN (7) PARCELS IN THE AMOUNT OF \$3,500.00, FOR THE OFFICE OF BUDGET AND MANAGEMENT**

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

**WHEREAS**, the City owns certain real property that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the City; and

**WHEREAS**, the Notice of Sale for (CS 19-29) was published in *The State-Journal-Register*, a daily newspaper published in the City of Springfield, Sangamon County, Illinois, on October 28, 2024; and

**WHEREAS**, in response to the City's request for proposals CS 19-29, the City has received a proposal for purchase of seven (7) parcels in the amount of \$3,500.00, said parcels being legally described on Exhibit A attached hereto; and

**WHEREAS**, it is in the best interests of the City to accept the bid and enter into an Agreement with Romell Hill for sale of city-owned property consisting of seven (7) parcels; and

**WHEREAS**, the Agreement for Sale of Property for Redevelopment if applicable shall be located in the Office of the City Clerk.

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

**Section 1:** That at least two-thirds of the City Council hereby authorizes acceptance of a proposal under CS 19-29 and authorizes execution of an Agreement for Sale of Property legally described on attached Exhibit A in the amount of \$3,500.00.

**Section 2:** That the Mayor and City Clerk are hereby authorized and directed to execute this ordinance, the Agreement for Sale of Property for Redevelopment, the deed and all other necessary documents to complete the sale on behalf of the City.

**Section 3:** That the Office of Budget and Management is hereby directed to deposit the amount of \$3,500.00 into revenue account 001-107-GENC-VARI-0242.

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

**PASSED:** \_\_\_\_\_, 2025

**SIGNED:** \_\_\_\_\_, 2025

**RECORDED:** \_\_\_\_\_, 2025

\_\_\_\_\_  
**Mayor Misty Buscher**

**ATTEST:** \_\_\_\_\_  
**City Clerk Charles L. Redpath, Sr.**

**Approved as to legal sufficiency:**

**Requested by: Mayor Misty Buscher**

 9.30.25  
**Office of Corporation Counsel / Date**

Exhibit A		Pin	Bidder	Offer Amt	Legal Description	Zoning	Surplus RFP
10479031	Property	14-21.0-479-031	Romell Hill	\$500.00	W 43.5' OF E86.66 LOTS 13-16, BLK 6 B F FOX'S SUBDN, 43.5 X 200	R-2	CS25-41
80226004	325 North Grand Avenue West	14-28.0-226-004	Romell Hill	\$500.00	W 34.94' E 69.48' N 170.48' L22 ANDREW ELLIOTT'S SUB	R-2	CS25-41
80582012	328 North Grand Avenue West	14-28.0-382-012	Romell Hill	\$500.00	W 8' N 25' L 13 & N 40' L 12, ASSESSORS SUB E1/2 SW, 28-16-5	R-2	CS25-41
60909012	126 N. Glenwood Avenue	14-26.0-303-012	Romell Hill	\$500.00	S 52' W 88.8 B 19, SPFLD SAVINGS BANK ADDN	S-3	CS25-41
30132002	701 N. 19th Street	22-03.0-132-002	Romell Hill	\$500.00	S 87' W 40' L 2 & S 82' W, 40' L 3 WASHINGTON ILES, SUB NE PT NW FRL 3-15-5	S-3	CS25-41
30132012	1420 S. 10 1/2 Street	22-03.0-132-012	Romell Hill	\$500.00	WASHINGTON ILES SUB NE PT., NW1/4 PT. NW FRA 1/4 N 80' OF, LOT 4 S W 56' N 80' LOT 5, 3-15-5	S-3	CS25-41
30132015	1426 S. 10 1/2 Street	22-03.0-132-015	Romell Hill	\$500.00	S1/2 LOT 4 & W PT S1/2, LOT 5 WASHINGTON ILES SUB OF, NE PT OF NW FRL1/4 3-15-5	S-3	CS25-41
			Total	\$3,500			

# CITY OF SPRINGFIELD Vacant Lot Disposition Program Application



As part of their application, each applicant is to include a detailed description of the intended use for each parcel they wish to purchase. Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. Upon purchase approval, the City and the purchaser will enter into a redevelopment contract containing the approved terms and conditions for the disposition of the property. Terms will include purchase price, renovation and end use plan, and development timeline. Any such agreement shall be subject to the approval of the City.

Side Lot purchasers will not have to enter into a redevelopment agreement.

The request for proposals for each the properties is non-competitive in that a contract may be awarded at any time by the City to the party whose proposal is found to be in the best interest of the City of Springfield. The City reserves the right to reject any and all proposals and to waive any informalities or irregularities in the proposals.

## APPLICANT CONTACT INFORMATION

Name of Applicant Romell Hill Perfect Pix Neighborhood Association or other organization (if any)

Mailing Address 803 E. Scamitt spfld IL 62701 Email Address Idesignshoes@gmail.com

Daytime Phone Number 217-369-1270

Resident of Springfield corporate limits?  Yes  No

## VACANT LOT INFORMATION

Vacant Lot Address(es)	Vacant Lot Parcel Number(s)
328 N. Grand Ave W.	016-01-17
325 N. Grand Ave W.	316-08-18
126 N. Glenwood Ave	016-01-17
1420 } S. 10 1/2	158-04-17
1426 }	158-04-17
1428 }	158-04-17
<del>701 N. 19th</del>	<del>?</del>
701 N. 19th	14-26.0-303-012

# VACANT LOT DISPOSITION PROGRAM APPLICATION



Are you applying to purchase the vacant lot as (choose one):

- Adjacent Homeowner  Adjacent Landlord/Property Owner  
 Property Owner near the vacant lot  Neighborhood Association or other organization  
 Other (specify): New

Address of your property:

- Same as my mailing address (listed in the Applicant Contact Information section)  
 Different from my mailing address:

Do you rent or own your home?  Rent  Own

Your property is a:

- Residence  Organization  Business  Other (specify): \_\_\_\_\_

Describe the intended use for the vacant lot.

Garage, fix up dwelling for living, location for Mini house's  
Food Truck park in approved location  
To improve the overall condition of these lot(s)

Do you expect to invest any money to improve the vacant lot? If so, please explain.

Yes, fix what need to be fixed + update to code.  
Build

About how much money would you expect to spend (if any): \$ 0-\$2,500 -3,000

**Reminder: Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. For intended commercial use, the City may request additional information including a business plan and other financial details.**

# VACANT LOT DISPOSITION PROGRAM APPLICATION



## VACANT LOT PURCHASE OFFER

Please note the required minimum bid is \$500.00 per vacant lot. Applicants can choose to bid higher for the vacant lot if desired. The amount is not the only factor that will be considered in the bidding process.

\$ 500<sup>00</sup> per vacant lot

## CERTIFICATIONS AND SIGNATURE OF BIDDER

The undersigned bidder hereby declares that the only person or persons interested in the above proposal as principals are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

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

The undersigned bidder hereby certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If the undersigned bidder has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and is in compliance with that agreement, the bidder shall so state.

Name of Bidder

Romell Hill  
Rabbit Phix

Signature

Romell Hill  
Rabbit Phix

Date

5/5/25

# VACANT LOT DISPOSITION PROGRAM APPLICATION



## ELIGIBILITY REVIEW

Do you own multiple parcels of real estate in Springfield? If so, please list all addresses and parcel numbers, including those owned by any companies you control. You may attach additional pages if necessary.

Address(es) of Property Owned

Parcel Number(s) of Property Owned

NO

Do you owe delinquent property taxes?

Yes  No If yes, please explain why.  I dont know

Have you ever been cited for Housing Code Violations?

Yes  No If yes, please explain why.  I dont know

Do you owe on any delinquent accounts with City Water Light & Power?

Yes  No If yes, please explain why.  I dont know

Do you have any debt owed to the City of Springfield?

Yes  No If yes, please explain why.  I dont know

ORDINANCE FACT SHEET

DATE OF 1st READING: 09/02/2025 10.07.25

OFFICE REQUESTING: OPED

CONTACT PERSON: Julia Griffin

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

PHONE NUMBER: 217.789.2377 x 5455

FISCAL IMPACT: NONE

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL FOR RFP-CS19-29 AND EXECUTION OF AGREEMENT WITH ROMELL HILL, FOR SALE OF CITY-OWNED PROPERTY CONSISTING OF SEVEN PARCELS AT 325 AND 328 NORTH GRAND AVE. WEST, 126 N. GLENWOOD AVE, (cont. below)

CONTRACTOR / VENDOR NAME: N/A VENDOR NO: N/A

CONTRACT TERM: N/A Change in Scope Yes  No

CONTRACT AMOUNT: N/A N/A  
(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	107	GENC	VARI	0242	\$3,500
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.)

Exhibit A  
Vacant Lot Application

STAFF ANALYSIS

FOR AN AMOUNT OF \$3,500.00 (\$500 each) FOR THE OFFICE OF BUDGET AND MANAGEMENT

This is for the sale of seven vacant lots at 325 and 328 North Grand Avenue West Springfield, IL 62702; 126 N. Glenwood Avenue Springfield, IL 62702; 701 N. 19th Street Springfield, IL 62702; and 1420, 1426, and 1428 S. 10 1/2 Street Springfield, IL 62702 to Romell Hill.

FUNDS CHECK BY: C. Heingel

DIRECTOR / SUPERVISOR: [Signature]

CITY PURCHASING AGENT: J Michael Lesko

SIGN OFF: \_\_\_\_\_  
(Mayor's Signature) **GEN**

Date: 09/15/2025

Date: 9/2/25

Date: 09/15/2025

\_\_\_\_\_  
(Director of OBM)

**AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL UNDER RFP CS 19-29 AND EXECUTION OF AN AGREEMENT WITH M. RAIFIELD LATHAN FOR PURCHASE OF CITY-OWNED PROPERTY CONSISTING OF THREE (3) PARCELS IN THE AMOUNT OF \$1,500.00, FOR THE OFFICE OF BUDGET AND MANAGEMENT**

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

**WHEREAS**, the City owns certain real property that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the City; and

**WHEREAS**, the Notice of Sale for (CS 19-29) was published in *The State-Journal-Register*, a daily newspaper published in the City of Springfield, Sangamon County, Illinois, on October 28, 2024; and

**WHEREAS**, in response to the City's request for proposals CS 19-29, the City has received a proposal for purchase of three (3) parcels in the amount of \$1,500.00, said parcels being legally described on Exhibit A attached hereto; and

**WHEREAS**, it is in the best interests of the City to accept the bid and enter into an Agreement with M. Raifield Lathan for sale of city-owned property consisting of three (3) parcels; and

**WHEREAS**, the Agreement for Sale of Property for Redevelopment if applicable shall be located in the Office of the City Clerk.

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

**Section 1:** That at least two-thirds of the City Council hereby authorizes acceptance of a proposal under CS 19-29 and authorizes execution of an Agreement for Sale of Property legally described on attached Exhibit A in the amount of \$1,500.00.

**Section 2:** That the Mayor and City Clerk are hereby authorized and directed to execute this ordinance, the Agreement for Sale of Property for Redevelopment, the deed and all other necessary documents to complete the sale on behalf of the City.

**Section 3:** That the Office of Budget and Management is hereby directed to deposit the amount of \$1,500.00 into revenue account 001-107-GENC-VARI-0242.

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

**PASSED:** \_\_\_\_\_, 2025

**SIGNED:** \_\_\_\_\_, 2025

**RECORDED:** \_\_\_\_\_, 2025

\_\_\_\_\_  
**Mayor Misty Buscher**

**ATTEST:** \_\_\_\_\_  
**City Clerk Charles L. Redpath, Sr.**

**Approved as to legal sufficiency:**

**Requested by: Mayor Misty Buscher**

  
\_\_\_\_\_  
**Office of Corporation Counsel / Date** 9-30-25

Exhibit A

Parcel	Property	Pin	Bidder	Offer Amt	Legal Description	Zoning	Surplus RFP
	1601 Loveland St	22-03.0-212-001	Mr. Rainfield Lathan	\$500.00	L 1 B 6 STUART BROWNS SUB PT. N FRL 1/2 NE 3-15-5	R-2	CS25-41
	1605 Loveland St	22-03.0-212-002	Mr. Rainfield Lathan	\$500.00	L 2 B 6 STUART BROWNS SUB PT. N FRL 1/2 NE 3-15-5	R-2	CS25-41
	1609 Loveland St	22-03.0-212-003	Mr. Rainfield Lathan	\$500.00	L 3 B 6 STUART BROWNS SUB PT. N FRL 1/2 NE 3-15-5	R-2	CS25-41
			Total	\$1,500			

CITY OF SPRINGFIELD

Vacant Lot Disposition Program Application



As part of their application, each applicant is to include a detailed description of the intended use for each parcel they wish to purchase. Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. Upon purchase approval, the City and the purchaser will enter into a redevelopment contract containing the approved terms and conditions for the disposition of the property. Terms will include purchase price, renovation and end use plan, and development timeline. Any such agreement shall be subject to the approval of the City.

Side Lot purchasers will not have to enter into a redevelopment agreement.

The request for proposals for each the properties is non-competitive in that a contract may be awarded at any time by the City to the party whose proposal is found to be in the best interest of the City of Springfield. The City reserves the right to reject any and all proposals and to waive any informalities or irregularities in the proposals.

APPLICANT CONTACT INFORMATION

Name of Applicant Neighborhood Association or other organization (if any)

M. Raifield Lathan

Mailing Address

2192 Paula Circle, Ocean Springs, MS 39564

Daytime Phone Number

504-237-8783

Email Address

realskilz@hotmail.com

Resident of Springfield corporate limits?  Yes  No

VACANT LOT INFORMATION

Vacant Lot Address(es)

1601 Loveland Street

Vacant Lot Parcel Number(s)

22-03.0-212-001

1605 Loveland Street

22-03.0-212-002

1609 Loveland Street

22-03.0-212-003

# VACANT LOT DISPOSITION PROGRAM APPLICATION



Are you applying to purchase the vacant lot as (choose one):

- Adjacent Homeowner  Adjacent Landlord/Property Owner  
 Property Owner near the vacant lot  Neighborhood Association or other organization  
 Other (specify): \_\_\_\_\_

Address of your property:

- Same as my mailing address (listed in the Applicant Contact Information section)  
 Different from my mailing address: \_\_\_\_\_

Do you rent or own your home?  Rent  Own

Your property is a:

- Residence  Organization  Business  Other (specify): \_\_\_\_\_

Describe the intended use for the vacant lot.

Build single family home

Do you expect to invest any money to improve the vacant lot? If so, please explain.  
landscaping,

About how much money would you expect to spend (if any): \$ \_\_\_\_\_

**Reminder: Those not applying as a Side Lot Applicant must also provide a Letter of Credit from their bank as proof of their availability to finance the proposed project. For intended commercial use, the City may request additional information including a business plan and other financial details.**

# VACANT LOT DISPOSITION PROGRAM APPLICATION



## ELIGIBILITY REVIEW

Do you own multiple parcels of real estate in Springfield? If so, please list all addresses and parcel numbers, including those owned by any companies you control. You may attach additional pages if necessary.

Address(es) of Property Owned

Parcel Number(s) of Property Owned

N/A

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Do you owe delinquent property taxes?

Yes  No If yes, please explain why.  I dont know

Have you ever been cited for Housing Code Violations?

Yes  No If yes, please explain why.  I dont know

Do you owe on any delinquent accounts with City Water Light & Power?

Yes  No If yes, please explain why.  I dont know

Do you have any debt owed to the City of Springfield?

Yes  No If yes, please explain why.  I dont know

# VACANT LOT DISPOSITION PROGRAM APPLICATION



## VACANT LOT PURCHASE OFFER

Please note the required minimum bid is \$500.00 per vacant lot. Applicants can choose to bid higher for the vacant lot if desired. The amount is not the only factor that will be considered in the bidding process.

\$500.00 \_\_\_\_\_ per vacant lot

## CERTIFICATIONS AND SIGNATURE OF BIDDER

The undersigned bidder hereby declares that the only person or persons interested in the above proposal as principals are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

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

The undersigned bidder hereby certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If the undersigned bidder has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and is in compliance with that agreement, the bidder shall so state.

Name of Bidder

Signature

Date

M.Raifield Lathan

---

**ORDINANCE FACT SHEET**

DATE OF 1st READING: 09/02/2025 10.07.25

OFFICE REQUESTING: OPED

CONTACT PERSON: Julia Griffin

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

PHONE NUMBER: 217.789.2377 x 545

FISCAL IMPACT: NONE

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING ACCEPTANCE OF A PROPOSAL FOR RFP-CS19-29 AND EXECUTION OF AGREEMENT WITH M. RAIFIELD LATHAN, FOR SALE OF CITY-OWNED PROPERTY CONSISTING OF THREE PARCELS AT 1601, 1605, AND 1609 LOVELAND ST. SPRINGFIELD, IL 62703 (cont. below)

CONTRACTOR / VENDOR NAME: N/A VENDOR NO: N/A

CONTRACT TERM: N/A

CONTRACT AMOUNT: N/A Change in Scope Yes  No   
(Original amount if change order) N/A  
 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	107	GENC	VARI	0242	\$1,500
2						
3						
4						

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

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

**STAFF ANALYSIS**

FOR AN AMOUNT OF \$1500.00 (\$500 per lot) FOR THE OFFICE OF BUDGET AND MANAGEMENT

This is for the sale of three vacant lots at 1601 Loveland St. Springfield, IL 62703, 1605 Loveland St. Springfield, IL 62703, and 1609 Loveland St. Springfield, IL 62703 to M. Raifield Lathan.

FUNDS CHECK BY: C. Heinzl  
 DIRECTOR / SUPERVISOR: Amy D.  
 CITY PURCHASING AGENT: J. Michael Lesko

Date: 09/15/2025  
 Date: 9/2/25  
 Date: 09/15/2025

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

[Signature]  
 (Director of OBM)

**A RESOLUTION ESTIMATING REAL PROPERTY TAXES TO BE LEVIED TO PARTIALLY FUND THE STATUTORY CONTRIBUTION OF THE POLICE AND FIRE PENSION FUNDS.**

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

**WHEREAS**, Section 18-60 of the Truth in Taxation Act (35 ILCS 200/18-60) requires the City Council to determine the amount of money estimated necessary to be raised by its aggregate levy.

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

**Section 1:** The City Council of the City of Springfield, Illinois, hereby estimates its aggregate levy, excluding debt service, as \$28,500,000.

**Section 2:** This resolution shall become effective immediately upon passage and recording by the City Clerk.

**PASSED:** \_\_\_\_\_, 2025

**SIGNED:** \_\_\_\_\_, 2025

**RECORDED:** \_\_\_\_\_, 2025

\_\_\_\_\_  
**MAYOR**

**ATTEST:** \_\_\_\_\_  
City Clerk

Approved as to legal sufficiency:

**Requested by: Mayor Misty Buscher**

 / 9-30-25  
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

DATE OF 1st READING: 10/07/25

OFFICE REQUESTING: OBM

CONTACT PERSON: Courtney Heinzl

PHONE NUMBER: 789-2191 x6203

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

FISCAL IMPACT: \_\_\_\_\_

SUGGESTED TITLE: A RESOLUTION ESTIMATING REAL PROPERTY TAXES TO BE LEVIED TO PARTIALLY FUND THE STATUTORY CONTRIBUTION OF THE POLICE AND FIRE PENSION FUNDS.

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 [x]

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

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

STAFF ANALYSIS

This resolution must be passed at least 20 days before passage of the levy per statute (35 ILCS 200/18-60). It is an estimate and does not prevent any subsequent change in the total dollars. The estimate is based upon a 1.0% growth in EAV from FY26.

FUNDS CHECK BY:

Date: \_\_\_\_\_

DIRECTOR / SUPERVISOR:

Date: \_\_\_\_\_

CITY PURCHASING AGENT:

Date: \_\_\_\_\_

SIGN OFF: \_\_\_\_\_

(Mayor's Signature)

GEM

(Director of OBM) 9/17/25

**AN ORDINANCE AUTHORIZING ACCEPTANCE AND EXECUTION OF GRANT NO. B25-MC-17-0023 FY25 CDBG COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS PROGRAM GRANT NO. M25-MC-17-0209 FOR AN AMOUNT NOT TO EXCEED \$1,779,363.29 FOR THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COVERING THE FY25 PROGRAM YEAR ACTIVITIES STARTING ON SEPTEMBER 18, 2025, FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT**

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

**WHEREAS**, the Office of Planning and Economic Development has been notified that the Department of Housing and Urban Development is willing to award the Community Block Grant No. B25-MC-17-0023 to the City of Springfield, in the amount of \$1,288,399.00, covering the FY25 program year activities starting on September 18, 2025; and

**WHEREAS**, the Office of Planning and Economic Development has been notified that the Department of Housing and Urban Development is willing to award the Home Investment Partnerships Program Grant No. M25-MC-17-0209 to the City of Springfield, in the amount of \$490,964.29, covering the FY25 program year activities; and

**WHEREAS**, it is in the best interest of the City of Springfield to accept the Community Block Grant No. B25-MC-17-0023 and Home Investment Partnerships Program Grant No. M25-MC-17-0209 for the Department of Housing and Urban Development; and

**WHEREAS**, the Office of Planning and Economic Development is requesting a total grant amount of \$1,779,363.29, from funds received from the Community Development Block Grant and Home Investment Partnerships Program Grant.

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

**Section 1:** That the City Council hereby accepts the Community Development Block Grant No. B25-MC-17-0023, in the amount of \$1,288,399.00 and from Home Investment Partnerships Program Grant No. M25-MC-17-0209 for \$490,964.29 for a total grant amount of \$1,779,363.29, for the Department of Housing and Urban Development covering the FY25 program year activities starting on September 18, 2025. The Mayor and the City Clerk are hereby authorized to execute any documents needed on behalf of the City of Springfield, Illinois.

**Section 2:** That the City Council hereby authorizes the amount of \$1,779,363.29 for the Springfield Office of Planning and Economic Development as follows:

<b>FROM REVENUE ACCOUNT</b>	<b>AMOUNT</b>
050-111-DEVL-CDBG-4790	\$776,510.00
001-111-DEVL-HOME-4791	\$490,964.29

**Section 3:** That the Office of Budget and Management is hereby directed to effectuate this supplemental appropriation as set forth above.

**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 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**

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT  
FEDERAL AWARD AGREEMENT**

**A. General Federal Award Information**

1. Recipient name (must match Unique Entity Identifier name) and address: Springfield 800 E MONROE ST STE 300 SPRINGFIELD, IL 62701-1699	12. Assistance listing number and title: 14.239, HOME Investment Partnerships Program
2. Recipient's Unique Entity Identifier: VBD7LLHA3MJ3	13. Amount of federal funds obligated by this action: \$490,964.29
3. Tax identification number: 376002037	14. Total amount of federal funds obligated: \$490,964.29
4. Federal Award Identification Number (FAIN): M25MC170209	15. Total approved cost sharing (if applicable): See Addendum 2
5. Instrument type: Grant <input checked="" type="checkbox"/> Cooperative agreement <input type="checkbox"/> Loan Guarantee <input type="checkbox"/>	16. Total federal award amount, including approved cost sharing: \$490,964.29
6. Period of performance start and end date: 9/18/2025 - 09/30/2034	17. Budget approved by HUD: <b>9/18/2025</b>
7. Budget period start and end date: FY 2025 through FY 2033	18. Fiscal year: See Addendum 2
8. Initial Agreement <input checked="" type="checkbox"/> Amendment <input type="checkbox"/> #	19. Statutory authority: 42 U.S.C. 12701 et seq
9. Indirect cost rate (per § 200.414): Recipients must complete Addendum 3: Indirect Cost Rate Schedule	20. Applicable appropriations act(s): Public Law 118-158, Public Law 119-4
10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	21. Notice/notice of funding opportunity this award is made under (if applicable): N/A
11. Awarding official name and contact information: <b>Donald G. Kathan CPD Director</b>	22. Program regulations (if applicable): 24 C.F.R. Part 92
23. Federal award description: Under the HOME Investment Partnerships Program, HUD allocates funds by formula among eligible State and local governments to strengthen public-private partnerships and to expand the supply of decent, safe, sanitary, and affordable housing, with primary attention to rental housing, for very low-income and low-income families.	
<ul style="list-style-type: none"> <li>Addendum 1. Policy Requirements</li> <li>Addendum 2. Program-Specific Requirements</li> <li>Addendum 3. Indirect Cost Rate Schedule</li> </ul>	

*Authority and Agreement.* This agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the statutory authority above (box 19) and is subject to the applicable appropriations act(s) (box 20). This agreement incorporates by reference the HOME Investment Partnerships program statute 42 U.S.C. 12701 et seq., the program regulations at 24 C.F.R. § 92 (as now in effect and as may be amended from time to time), Recipient's consolidated plan/action plan, the relevant funding notice (box 21), any attached Specific Terms and Conditions, and the attached addenda (box 23).

## U.S. Department of Housing and Urban Development — Federal Award Agreement

### B. Terms and Conditions

1. *General terms and requirements.* The Recipient must comply with all applicable federal laws, regulations, and requirements unless otherwise provided through HUD's formal waiver authorities. This agreement, including any attachments and addenda, may only be amended in writing executed by parties to this agreement and any addenda.
2. *Administrative requirements.* The Recipient must comply with the following requirement(s) if checked below:
  - The administrative requirements in the HUD General Administrative, National, and Departmental Policy Requirements and Terms for HUD's Financial Assistance Programs 2025, as indicated in the relevant NOFO, apply to this agreement.
  - The grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov); the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. part 25, Universal Identifier and General Contractor Registration; and 2 C.F.R. part 170, Reporting Subaward and Executive Compensation Information.
3. *Applicability of 2 C.F.R. part 200.*
  - The Recipient must comply with the applicable requirements at 2 C.F.R. part 200, as may be amended from time to time. If any previous or future amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
  - The Recipient must comply with the applicable requirements at 2 C.F.R. part 200. If any previous amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
4. *Future budget periods.* If the period of performance spans multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.
5. *Indirect Cost Rate.* If the Recipient intends to use a negotiated or de minimis rate for indirect costs, the Recipient must submit an Indirect Cost Rate form to HUD, either with its application using HUD-426 (competitive grants) or with this agreement using "Addendum #3 "Indirect Cost Rate Schedule" (formula and congressional grants). The submitted form/addendum will be incorporated into and made part of this agreement, provided that the rate information is consistent with the applicable requirements under 2 C.F.R. § 200.414. If there is any change in the Recipient's indirect cost rate, it must immediately notify HUD and execute an amendment to this agreement to reflect the change if necessary.
6. *Recipient integrity and performance matters.* If the Federal share of this award is more than \$500,000 over the period of performance (box 6), the terms and conditions in 2 C.F.R. part 200 Appendix XII apply to this agreement.
7. *Recordkeeping and Access to Records.* The Recipient hereby agrees to maintain complete and accurate books of account for this award and award activities in such a manner as to permit the preparation of statements and reports in accordance with HUD requirements, and to permit timely and effective audit. The Recipient agrees to furnish HUD such financial and project reports, records, statements, subrecipient data, and documents at such times, in such form, and accompanied by such reporting data as required by HUD. HUD and its duly authorized representative shall have full and free access to all Recipient offices and facilities, and to all books, documents, and records of the Recipient relevant to the administration, receipt, and use of this award and award activities, including the right to audit and make copies. The Recipient agrees to maintain records that identify the source and application of funds, including relevant subrecipient data, in such a manner as to allow HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law.

## U.S. Department of Housing and Urban Development — Federal Award Agreement

Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools, which will be made available for the Recipient's use in the future. The Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its subrecipients) using these new tools when they are released. HUD will work with the Recipient to support the Recipient's transition to this new reporting environment. Once implemented, timely reporting in this new environment will be mandatory. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, suspension of disbursements, and all other legally available remedies, to the furthest extent permitted by law, as amended.

8. *Noncompliance.* If the Recipient fails to comply with the provisions of this agreement, HUD may take one or more of the actions provided in program statutes, regulations or 2 C.F.R. § 200.339, as applicable. Nothing in this agreement shall limit any remedies otherwise available to HUD in the case of noncompliance by the Recipient. No delay or omissions by HUD in exercising any right or remedy available to it under this agreement shall impair any such right or remedy or constitute a waiver of or acquiescence in any Recipient noncompliance.
9. *Termination provisions.* Unless superseded by program statutes, regulations or NOFOs, the termination provisions in 2 C.F.R. § 200.340 apply.
10. *Build America, Buy America.* The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.
11. *Waste, Fraud, Abuse, and Whistleblower Protections.* Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and subrecipient—as well as a personal services contractor—who make a protected disclosure about a Federal award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.
12. *Third-Party Claims.* Nothing in this agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.
13. *Rule of Construction and No Construction Against Drafter.* Notwithstanding anything contained in this agreement, the terms and conditions hereof are to be construed to have full and expansive effect in both interpretation and application, and the parties agree that the principle of interpretation that holds that ambiguities in terms or conditions are construed against the drafter shall not apply in interpreting this agreement.

### C. Federal Award Performance Goals

The Recipient must meet any applicable performance goals, indicators, targets, and baseline data as required by applicable program requirements.

**D. Specific Terms and Conditions**      Not applicable     Attached

U.S. Department of Housing and Urban Development — Federal Award Agreement

For the U.S. Department of HUD (name and title of authorized official) <b>Donald G. Kathan</b> <b>CPD Director</b>	Signature DocuSigned by: <i>Donald G. Kathan</i>	Date <b>9/18/2025</b>
For the Recipient (name and title of authorized official) <i>misty Buscher, mayor</i>	Signature <i>[Handwritten Signature]</i> GEM	Date <i>9/17/25</i>

U.S. Department of Housing and Urban Development — Federal Award Agreement

**ADDENDUM 1. POLICY REQUIREMENTS**

If applicable:

1. The Recipient shall not use grant funds to promote “gender ideology,” as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
2. The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;
3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;
4. The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that,
5. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.
6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.
7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.
8. The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.
9. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization’s religious character, affiliation, or exercise.

U.S. Department of Housing and Urban Development — Federal Award Agreement

**ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS**

**Assistance Listing 14.239, HOME Investment Partnerships Program**

1. For the purposes of this Agreement and any applicable addenda, the term “recipient” shall have the meaning of “grantee”, “participating jurisdiction” as defined in 24 C.F.R. 92.2., or “insular area” as defined in 24 C.F.R. 92.2.
2. *Community Housing Development Organizations (CHDOs)*. When 42 U.S.C. 12771(b) is suspended by a given year’s appropriations, the Secretary shall not deduct funds set aside for CHDOs from the Recipient’s HOME Investment Trust Fund for failure to reserve those funds for projects owned, developed, or sponsored by CHDOs within 24 months after the last day of the month in which HUD notifies the Recipient of HUD’s execution of this Agreement.
3. *Commitment*. When 42 U.S.C. 12749(g) is suspended by a given year’s appropriations, the Recipient’s ability to commit funds provided through this Agreement will not expire 24 months after the last day of the month in which such funds are deposited in the jurisdiction’s HOME Investment Trust Fund.
4. *Deobligations*. To the extent authorized by HUD regulations at 24 C.F.R. Part 92, HUD may, by its execution of an amendment to this Agreement, deobligate funds previously awarded to the Recipient without the Recipient’s execution of the amendment or other consent.
5. *State Environmental Review*. If a Recipient is a State, as defined in 24 C.F.R. 92.2, and the Recipient provides HOME funds to a “State recipient”, as that term is defined in 24 CFR 92.2, then the Recipient must require that the “State recipient” shall assume responsibility for the environmental review in accordance with 24 CFR 92.352 in the written agreement entered into pursuant to 24 CFR 92.504. Notwithstanding the foregoing, as per 24 CFR 92.504(c)(1)(vi), the “State recipient” shall not assume the Recipient’s responsibilities for release of funds under 24 CFR 92.352.
6. *Reallocations*. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Recipient’s execution of the amendment or other consent.
7. *Repayments*. The Recipient agrees that funds invested in affordable housing under 24 C.F.R. Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 C.F.R. Part 92.
8. *Cost Sharing*. This award is subject to match provisions in 24 C.F.R. 92.64(a)(1) and 24 C.F.R. 92.218-222, as applicable. The amount of match that a recipient may be required to provide in a year is not based upon the amount of the recipient’s award. Under 24 C.F.R. 92.218, the amount of match that a recipient may be required to provide is determined by the type of eligible costs incurred by the recipient and the amount of funds drawn from the HOME Investment Trust Fund Treasury Account in that year. Since these factors are fact-sensitive, the amount of match is not included in either Box 15 or Box 16 of this Agreement.

U.S. Department of Housing and Urban Development — Federal Award Agreement

9. *Funding Information:*

<u>Source of Funds</u>	<u>Appropriation Code</u>	<u>PAS Code</u>	<u>Amount</u>
2023	86 3/6 0205	HMF (M)	\$2,439.31
2024	86 4/7 0205	HMF (N)	\$1,830.82
2025	86 5/8 0205	HMF (P)	\$486,694.16

U.S. Department of Housing and Urban Development — Federal Award Agreement

**ADDENDUM 3. INDIRECT COST RATE SCHEDULE**

As the duly authorized representative of the Recipient, I certify that the Recipient:

- Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 C.F.R. § 200.414(f), as may be amended from time to time.
- Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 C.F.R. part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Instructions for the Recipient:

The Recipient must mark the one (and only one) checkbox above that best reflects how the Recipient's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Recipient is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 C.F.R. part 200, subpart E and Appendix VII to Part 200 (for state and local governments).

ORDINANCE FACT SHEET

DATE OF 1st READING: 10/01/2023

OFFICE REQUESTING: OPED

CONTACT PERSON: Julia Cave

PHONE NUMBER: 789-2377 ext. 5471

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

FISCAL IMPACT: \$1,779,363.29

SUGGESTED TITLE: Ordinance to accept and authorize the execution of FY25 Community Development Block Grant (CDBG) B25-MC-17-0023 for \$1,288,399 and HOME Investment Partnerships Program Grant M25-MC-17-0209 for \$490,964.29 from the U.S. Department of Housing and Urban Development covering the FY25 program year

CONTRACTOR / VENDOR NAME: \_\_\_\_\_ VENDOR NO: \_\_\_\_\_

CONTRACT TERM: \_\_\_\_\_ Change in Scope Yes  No

CONTRACT AMOUNT: \$1,779,363.29  
(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	111	DEVL	CDBG	4790	\$1,288,399
2	001	111	DEVL	HOME	4791	\$490,964.29
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.) agreements

STAFF ANALYSIS

Ordinance to accept and authorize the execution of FY2025 Community Development Block Grant (CDBG) B25-MC-17-0023 for \$1,288,399 and HOME Investment Partnerships Program Grant M25-MC-17-0209 for \$490,964.29 from the U.S. Department of Housing and Urban Development covering the FY25 program year activities for the Office of Planning and Economic Development.

FUNDS CHECK BY: Courtney Heinzel Digitally signed by Courtney Heinzel Date: 2025.09.25 12:07:04 -05'00'

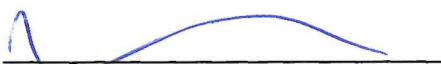
Date: \_\_\_\_\_


DIRECTOR / SUPERVISOR: Rasing, Amy A. Digitally signed by Rasing, Amy A. Date: 2025.09.24 16:44:29 -05'00'

Date: \_\_\_\_\_

CITY PURCHASING AGENT:

Date: \_\_\_\_\_

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

  
(Director of OBM)

2025-416

**AN ORDINANCE AUTHORIZING A SUBRECIPIENT AGREEMENT WITH VISIONS 1908 AND PAYMENT IN THE AMOUNT OF \$199,770.00 FOR REIMBURSEMENT WORK PURSUANT TO ICJIA GRANT NO. 422045 TO FUND THE SECOND CHANCE PROGRAM FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT**

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

**WHEREAS**, the City has been awarded a state grant from Illinois Criminal Justice Information Authority JAG addressing co-occurring disorders for people who are involved in the Justice System Grant to provide funding for Visions 1908 Second Chance Program from July 1, 2025 through June 30, 2026; and

**WHEREAS**, it is necessary to authorize a Subrecipient Agreement with Visions 1908 for use of ICJIA Grant No. 422045 funds in the amount of \$199,770.00; and

**WHEREAS**, a copy of the Subrecipient Agreement with Visions 1908 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 Subrecipient Agreement with Visions 1908 and authorizes payment of \$199,770.00 pursuant to funds received from Illinois Criminal Justice Information Authority (ICJIA) Grant No. 422045 to fund the second chance program from July 1, 2025 through July 30, 2026. The Mayor and City Clerk are authorized to execute the Subrecipient Agreement and any other necessary documents to effectuate this program on behalf of the City of Springfield.

**Section 2:** That the Office of Budget and Management is hereby authorized to pay \$199,770.00 to Visions 1908 from account number 001-111-DEVL-VISN-2111 pursuant to the terms and conditions of the Subrecipient Agreement under ICJIA Grant No. 422045.

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

**PASSED:** \_\_\_\_\_, 2025

**SIGNED:** \_\_\_\_\_, 2025

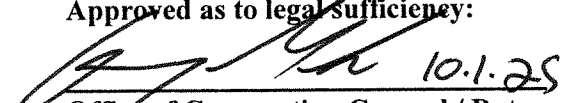
**RECORDED:** \_\_\_\_\_, 2025

\_\_\_\_\_  
**Mayor Misty Buscher**

**ATTEST:** \_\_\_\_\_  
City Clerk Charles L. Redpath, Sr.

Approved as to legal sufficiency:

**Requested by:** Mayor Misty Buscher

 10.1.25  
Office of Corporation Counsel / Date

ICJIA JAG grant – Visions 1908 ordinance fact sheets

Attached are two ordinance fact sheets for the Visions 1908 grant. One of the ordinances is to execute the grant agreement with ICJIA as well as a supplemental appropriation for the funds. Typically, grant agreements are signed after they pass through ordinance. However, this one was signed before ordinance due to fact that ICJIA automatically sent a DocuSign to everyone on the form, which is different than our standard procedure. The other ordinance is for entering into a subrecipient agreement with Visions 1908.

If you have any questions, my extension is 5475

Jarred McCormick, Operations Coordinator

**SUB-RECIPIENT AGREEMENT**

(ICJIA JAG Addressing Co-Occurring Disorders for People Who are Involved in the Justice System Grant – Visions 1908 Second Chance Program)

**This Agreement (“Agreement”) is dated the 2<sup>nd</sup> day of September 2025** by and between the City of Springfield (“CITY”) AND **Visions 1908** (“subrecipient”) for the Visions 1908 Second Chance Program.

**WITNESSETH**

**WHEREAS**, the CITY has been awarded a state grant from **Illinois Criminal Justice Information Authority JAG- Addressing Co-Occurring Disorders for People Who Are Involved In the Justice System** grant to provide funding for Visions 1908: Second Chance Program from 07/01/2025 to 06/30/2026

**WHEREAS**, the Visions 1908 Second Chance Program aims to Provide reentry services for adults returning home from jails and prisons, addressing recidivism rates. In the execution of this goal, the program seeks to provide mitigating supportive services such as referrals to safe and affordable housing, job searches, mentoring and coaching, referrals to mental health services and substance abuse counseling, and basic skills training.

**WHEREAS**, the Visions 1908 Second Chance Program is a project managed by the Office of Planning and Economic Development and executed by Visions 1908.

**WHEREAS**, The CITY desires to contract with Visions 1908 for reentry services in the City of Springfield

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

**1. TERM**

**1.1** The term of this Agreement is during the following period: commencing on 07/01/2025 and terminating on 06/30/2026.

**2. DUTIES AND RESPONSIBILITIES OF THE CITY OF SPRINGFIELD AND SUBRECIPIENT**

**2.1 City of Springfield Obligations-** The City agrees to provide a sub recipient grant in the total amount of One hundred ninety-nine thousand and seven hundred seventy dollars (\$199,770.00). Any and all obligations of the City shall cease immediately without penalty if the ICJIA or any funding source fails to appropriate or otherwise make available sufficient funds for this Agreement. This contract does not authorize an expenditure of City funds in excess of \$199,770 unless the city council specifically approves an additional expenditure. The Subrecipient agrees and acknowledges that absent such prior approval it proceeds at its own risk with no guarantee of payment if the amount billed to the City exceeds the amount so authorized.

**2.2 2. Subrecipient Obligations-** The Subrecipient agrees as follows:

- i. To use the subrecipient funds for grant eligible costs for the project outlined in ICJIA grant agreement number 422045.
- ii. To comply with the Third Party contractual requirements required by and outlined in ICJIA grant agreement number 422045.
- iii. To comply with all Federal, State, and City rules and regulations.

**3. SUB-RECIPIENT**

**4.1** Visions 1908 acknowledges its status as a sub-recipient. Visions 1908 is not an employee of the CITY or the ICJIA. Visions 1908 agrees to bear complete responsibility for any expenses incurred in the performance of this Agreement. Professional membership fees, subscriptions to professional journals, and continuing education expenses are Vision 1908's sole responsibility.

**4.2** Visions 1908 shall be solely responsible for the provisions of services permitted or authorized by this Agreement. The sub-recipient shall not assign or subcontract without the expressed written authorization of the CITY.

**4. INDEMNIFICATION**

**4.1** As a condition precedent to this Agreement, Visions 1908 shall notify the CITY of any potential or pending claims against Visions 1908.

**4.2** The CITY assumes no liability for the actions of Visions 1908 under this Agreement, including, but not limited to, the negligent acts and omissions of Visions 1908 or their agents in performing their duties. Visions 1908 agrees to indemnify and hold the CITY and ICJIA from any liability, loss, damage, cost, or expense, including attorney fees, arising from intentional torts, negligence, or breach of contract by Visions 1908 except acts performed in conformance with an explicit written directive of the CITY.

**4.3** If Visions 1908 becomes a party to any litigation, investigation, or transaction that may reasonably be considered to have a material impact on Visions 1908's ability to perform the contract competently, Visions 1908 shall immediately inform the CITY.

**5. CERTIFICATION**

**6.1** Visions 1908 shall be responsible for compliance with all necessary certifications to comply with the terms of this Agreement.

**6. INTERNET ACCESS**

**7.1** VISIONS 1908 must have internet access and maintain a business e-mail address as the primary receiving point for all e-mail correspondence from the CITY. Visions 1908 must notify

the CITY of any e-mail change within five (5) business days from the effective date of the change.

## **7. CONFIDENTIALITY**

**8.1** All documents, reports, data and other material collected or prepared by Visions 1908 pursuant to this Agreement, both originals and copies, shall be the property of the City. All such documents reports and material collected or prepared by Visions 1908, including any as may have been furnished to the Visions 1908 by the City or any member thereof, shall be confidential and shall not be used by Visions 1908 or made available to any other entity or person except upon the prior written consent of the City, or except as may be necessary to perform Visions 1908's services under this Agreement or otherwise required by federal, state or local laws and regulations.

**8.2** Visions 1908 agrees to institute appropriate policies and procedures for safeguarding confidential information.

## **8. PUBLICATION RIGHTS**

**9.1** The CITY reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work or the copyright in any work developed under this Agreement and to authorize others to use it for government purposes.

**9.2** Except as required by law or otherwise specified, any work product, such as written reports, memoranda, documents, recordings, drawings, data, software, or other deliverables developed in the course of or funded under this Agreement, shall be considered a work made for hire and shall remain the exclusive property of the CITY. Without prior written consent, there shall be no dissemination or publication of any such work product.

## **9. TERMINATION**

**10.1** Immediate Termination: This Agreement shall automatically terminate upon the occurrence of any one of the following events:

**10.1.1** If grant funding for the program is discontinued, the CITY's obligations shall cease immediately without penalty and without further payment being required upon notice to Visions 1908

**10.1.2** If a preponderance of evidence exists demonstrating Visions 1908 has provided services under this Agreement while either using or under the influence of illicit drugs or alcohol and using illegal drugs during the term of this Agreement, the obligations of the CITY shall terminate immediately upon notice.

**10.1.3** If a preponderance of the evidence exists demonstrating Visions 1908 engaged in criminal or clinically unethical behavior during the term of this Agreement, the obligations of the CITY shall terminate immediately upon notice to Visions 1908.

**10.1.4** Either party may terminate this Agreement without cause by providing at least thirty (30) days prior written notice to the other party.

**10.1.5** Failure to provide detailed accounting records of any funds expended by Visions 1908 under this Agreement shall result in termination of this Agreement.

## **10. PERFORMANCE MONITORING**

**11.1** The CITY will monitor Visions 1908's performance against the goals and performance standards stated above. Substandard performance, as determined by the CITY, will constitute noncompliance with this Agreement.

**11.2** If action to correct such substandard performance is not taken by agency/sub-recipient within 30 days after being notified by the CITY, contract suspension or termination procedures will be initiated.

## **11. BUDGET**

**12.1** It is expressly agreed and understood that the total amount to be paid by the CITY under this Agreement shall not exceed \$199,770.00. Visions 1908 shall provide a detailed budget that outlines how funds will be used as outlined in **Appendix A**. Any amendments to the budget must be approved in writing by the CITY before expenditures.

**12.2** Visions 1908 agrees to retain all financial and program records for a minimum of three (3) years following the termination date of this Agreement and make these records available for review or audit upon the CITY's request.

## **12. PAYMENT**

**13.1** Drawdowns for reimbursement of eligible expenses shall be made against Visions 1908's line item in the program budget specified herein and by the CITY.

**13.2** Each month Visions 1908 shall complete and submit an invoice to the CITY for the previous month. Invoices must be submitted to the Operations coordinator at the CITY by the 7<sup>th</sup> of every month following the month of service.

**13.3** Within thirty (30) days of receipt of a requisition, the CITY shall either 1) approve the bills for reimbursement, or 2) notify Visions 1908 in writing of any bills disapproved for reimbursement with an explanation provided to Visions 1908 so that Visions 1908 may cure any defects and resubmit disapproved bills for reimbursement. In the event the CITY determines program funds are insufficient to reimburse all approved projects in this Agreement due to funds not yet received from the program, all reimbursements will resume at such time, in a chronological sequence.

## **13. RECAPTURE OF FUNDS**

**14.1** If Visions 1908 does not comply with this Agreement, Visions 1908 shall, within thirty (30) days of notice of default by the CITY, repay the CITY the amount of any funds disbursed. The CITY shall have the right to enforce this Agreement by an action of law or in equity for any relief available under Federal, State, or local law, including recapture of all grant proceeds disbursed.

**14. WAIVER OF BREACH**

**15.1** Either party's waiver of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.

**15. RENEWAL**

**16.1** This Agreement may only be renewed for additional periods upon the written mutual consent of both parties. This Agreement is not intended to create any expectation of renewal.

**16. NOTICE**

**17.1** All notices, requests, approvals, demands, and other communications required or permitted under this Agreement must be in writing. They will be deemed to have been given when personally delivered or deposited in any depository regularly maintained by the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to the party for whom it is intended at the following address:

If to CITY:                                      Office of Planning and Economic  
Development  
800 East Monroe Street, Room 107  
Springfield, Illinois, 62701

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

If to Subrecipient:                                      Visions 1908  
2532 Portsmouth Circle  
Springfield, Illinois, 62703

**17. AMENDMENTS**

**18.1** Neither this Agreement nor any term or provision hereof may be changed, waived, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of the change, waiver, discharge, or termination is sought.

**18. CONTROLLING LAW**

**19.1** This Agreement shall be interpreted and construed by the laws of the State of Illinois.

**19. SEVERABILITY**

**20.1** If any provision of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, unenforceable provision was omitted.

**20. NON DISCRIMINATION**

**21.1** Visions 1908 acknowledges responsibility under federal, state, and local civil rights statutes not to discriminate in employment policies and practices based on race, sex, age, creed, color, national origin, ancestry, physical or mental handicap unrelated to an individual's ability, and unfavorable discharge from military service, veteran status, marital status, parental status, source of income, or sexual orientation.

**21. ENTIRE AGREEMENT**

**22.1** This Agreement constitutes the entire agreement between the CITY and agency/sub-recipient concerning the subject matter.

**IN WITNESS HEREOF**, the parties above have executed this Agreement by and through their respective authorized officers as of the day and year first above written.

Grantee            City of Springfield  
                         Misty Buscher, Mayor

Sub-recipient    Visions 1908  
                         Teresa Haley, President

By: \_\_\_\_\_

By: \_\_\_\_\_

**Misty Mayor**            *GEA*  
**Buscher,**

**Teresa Haley, President**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Appendix A**  
**Budget Narrative**

***Contractual** - Contractors are subject to 2 CFR 200.317 - 200.327 procurement standards. All subawards to eligible recipients should also be noted under this line item. Please denote in the second column if this line item applies to a "sub-award" or "contract." For guidance on the difference between a subaward and a contract, see 2 CFR 200.331.*

**Organization Name:** Visions 1908

**Subaward/Contract:** Sub-recipient

**Project Description:** There are too few reentry services for adults returning home from jails and prisons. According to the 2019 Illinois Department of Illinois Department of Corrections three-year Recidivism Rates Report, 24.8% of inmates recidivate within the first year and 36.7% within the first three years. This is the model of what is occurring within the greater Springfield city area Sangamon County. It is estimated that more than one in four individuals who are first time offenders recidivate within the first year due in part to co-occurring dysfunctions. In our community, there are limited or no programs that provide targeted support to adults recently incarcerated which would aid them in successful reintegration into society. The Visions 1908 Second Chance program will provide mitigating supportive services that will fill in the gap in service delivery to this population, including referrals to safe and affordable housing, job searches, mentoring and coaching, referrals to mental health services and substance abuse counseling, along with basic skills training, Visions 1908 Second Chance Program anticipates significant recidivism reduction.

**Approved Budget:** 199,770.00

ORDINANCE FACT SHEET

DATE OF 1st READING: \_\_\_\_\_

OFFICE REQUESTING: Office of Planning and Economic

CONTACT PERSON: Jarred McCormick

PHONE NUMBER: 217-789-2377

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

FISCAL IMPACT: 199,770.00

SUGGESTED TITLE: An ordinance authorizing the Office of Planning and Economic Development to enter into a subrecipient agreement with Visions 1908 in the maximum sum of \$199,770.00 for reimbursement for work under the ICJIA grant, Addressing Co-Occuring Disorders for People Who are Involved in the Justice System.

CONTRACTOR / VENDOR NAME: Visions 1908 VENDOR NO: VC8905

CONTRACT TERM: 7/1/2025 - 6/30/2026 Change in Scope Yes  No

CONTRACT AMOUNT: \$199,770.00  
(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 none

Is Purchasing Agent approval required? No  Yes

Is Purchasing Agent approval attached? No  Yes

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	001	111	DEVL	VISN	2111	\$199,770.00
2						
3						
4						

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

STAFF ANALYSIS

An ordinance authorizing the Office of Planning and Economic Development to enter into a subrecipient agreement with Visions 1908 in the maximum sum of \$199,770.00 for reimbursement for reentry services under the ICJIA grant, Addressing Co-Occuring Disorders for People Who are Involved in the Justice System.

FUNDS CHECK BY: Courtney Heinzl Digitally signed by Courtney Heinzl Date: 2025.09.19 09:48:32 -05'00'

Date: \_\_\_\_\_

DIRECTOR / SUPERVISOR: Rasing, Amy A. Digitally signed by Rasing, Amy A. Date: 2025.09.18 15:40:07 -05'00'

Date: \_\_\_\_\_

CITY PURCHASING AGENT:

Date: \_\_\_\_\_

SIGN OFF:

  
(Mayor's Signature)

Ramona Metzger Digitally signed by Ramona Metzger Date: 2025.09.29 09:16:08 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2025-417

**AN ORDINANCE AUTHORIZING ACCEPTANCE AND EXECUTION OF ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY (ICJIA) GRANT NO. 422045 IN THE AMOUNT OF \$199,770.00 TO FUND THE VISIONS 1908 SECOND CHANCE PROGRAM AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$199,770.00, FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT**

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

**WHEREAS**, the Illinois Criminal Justice Information Authority (ICJIA) has approved Grant No. 422045 in the amount of \$199,770.00 to fund The Visions 1908 Second Chance Program from July 1, 2025, through June 30, 2026; and

**WHEREAS**, it is in the best interest of the City of Springfield to accept this grant from the Illinois Criminal Justice Information Authority; and

**WHEREAS**, a copy of the grant shall be located in the Office of the City Clerk and identified as Grant No. 442045; and

**WHEREAS**, the Office of Planning and Economic Development is requesting a supplemental appropriation in the amount of \$199,770.00.

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

**Section 1:** That the City Council hereby accepts the Illinois Criminal Justice Information Authority (ICJIA) Grant No. 442045 in the amount of \$199,770.00 to fund The Visions 1908 Second Chance Program from July 1, 2025, through June 30, 2026. The Mayor is hereby authorized to execute and the City Clerk to attest acceptance of Grant No. 442045 and any documents necessary on behalf of the City of Springfield.

**Section 2:** That the Office of Budget and Management is hereby directed to place the grant funds in the amount of \$199,770.00 into revenue account 001-111-DEVL-VISN-0180.

**Section 3:** That the Office of Budget and Management is hereby directed to effectuate this supplemental appropriation in the amount of \$199,770.00 from revenue account 001-111-DEVL-VISN-0180 into expenditure accounts as follows:

<b>EXPENDITURE ACCOUNTS</b>	<b>AMOUNT</b>
001-111-DEVL-VISN-2111	\$199,770.00
<b>Total:</b>	<b>\$199,770.00</b>

**Section 4:** That this ordinance shall become effective immediately after its passage, recording by the City Clerk, and publication in pamphlet form.

PASSED: \_\_\_\_\_, 2025

SIGNED: \_\_\_\_\_, 2025

RECORDED: \_\_\_\_\_, 2025

\_\_\_\_\_  
Mayor Misty Buscher

ATTEST: \_\_\_\_\_  
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 9.30.25  
\_\_\_\_\_  
Office of Corporation Counsel / Date

2025-418

<b>STATE OF ILLINOIS</b>	<b>UNIFORM GRANT BUDGET TEMPLATE</b> (updated by ICJIA)		<b>AGENCY: Illinois Criminal Justice Information Authority</b>
<b>Implementing Agency Name: Springfield, City of</b>	<b>UEI#: VBD7LLHA3MJ3</b>	<b>NOFO ID: 2094-2964</b>	<b>Grant #: 422045</b>
<b>CPSA Number: 546-00-</b>	<b>CPSA Short Description: JAG</b>	<b>State Fiscal Year(s): SFY25</b>	<b>Project Period: 7/1/25 - 6/30/26</b>

All applicants must complete the cells highlighted in blue. The remaining cells will be automatically filled as you complete the Budget Worksheets. Eligible applicants requesting funding for only one year should complete the column under "Year 1." Please read all instructions before completing form.

<b>SECTION A -- FEDERAL/STATE OF ILLINOIS FUNDS</b>	
<b>Revenues</b>	<b>Year 1</b>
(a). State of Illinois Grant Amount Requested	\$ 199,770

<b>BUDGET SUMMARY - FEDERAL/STATE OF ILLINOIS FUNDS</b>	
<b>Budget Expenditure Categories</b>	<b>Year 1</b>
<i>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</i>	
1. Personnel (Salaries & Wages) 200.430	\$ -
2. Fringe Benefits 200.431	\$ -
3. Travel 200.474	\$ -
4. Equipment 200.439	\$ -
5. Supplies 200.94	\$ -
6. Contractual Services (200.318) & Subawards (200.92)	\$ 199,770
16. Total Direct Costs (lines 1-15) 200.413	\$ 199,770

FFY21 Rate: % Base: \$	\$ -
FFY22 Rate: % Base: \$	\$ -
17. Total Indirect Costs* (see below) 200.414	\$ -
<b>18. Total Costs State Grant Funds</b> (lines 16 and 17)	<b>\$ 199,770</b>

**SECTION - A (continued) Indirect Cost Rate Information**

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options.

1)  Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations.

*NOTE: (If this option is selected, please provide basic Negotiated Indirect Cost Rate Agreement information in area designated below)*

Your Organization may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for your Organization to be reimbursed for Indirect Costs from the State of Illinois, your Organization must either:

- A. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis.
- B. Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.
- C. Use a Restricted Rate designated by programmatic or statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs)

2a)  Our Organization currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c)).

*NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below)*

2b)  Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. Our Organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b)). The initial ICRP will be sent to the State of Illinois' Indirect Cost Unit.

*NOTE: (Check with your State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated)*

3)  Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68)).

*NOTE: (Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs)*

4)  For Restricted Rate Programs (check one) -- Our Organization is using a restricted indirect cost rate that:

- Is included as a "Special Indirect Cost Rate" in our NICRA (2 CFR 200 Appendix IV (5) Or;
- Complies with other statutory policies (please specify): \_\_\_\_\_

The Restricted Indirect Cost Rate is \_\_\_\_\_ %

5)  No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements)

**Basic Negotiated Indirect Cost Rate Agreement information**  
if Option (1) or (2a) is selected

Period Covered by the NICRA: \_\_\_\_\_

Approving Fed/State Agency (please specify): \_\_\_\_\_

The Indirect Cost Rate is: \_\_\_\_\_ %

The Distribution Base is: \_\_\_\_\_



<b>STATE OF ILLINOIS</b>	<b>UNIFORM GRANT BUDGET TEMPLATE</b> (updated by ICJIA)	<b>AGENCY: Illinois Criminal Justice Information Authority</b>
Implementing Agency Name: Springfield, City of	UEI#: VBD7LLHA3MJ3	Grant #: 422045
CPSA Number: 546-00-	CSFA Short Description: JAG	NOFO ID: 2094-2964 State Fiscal Year(s): SFY25 Project Period: 7/1/25 - 6/30/26

2025-418

**Note: Please see ICJIA Specific Instructions tab for additional information about filling out this sheet.**

(2 CFR 200.415)

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and that any false, fictitious, or fraudulent information or the omission of any material fact, could result in the immediate termination of my grant award(s)."

Implementing Agency

Program Agency

City of Springfield  
 Name of Applicant Institution/Organization  
 DocuSigned by:  
*Ramona Metzger*  
 Signature: 60E80148433...

Ramona Metzger  
 Name of Official  
 Director Office of Budget & Management  
 Title  
 Chief Financial Officer (or equivalent)  
 8/20/2025 | 9:23:14 PM CDT  
 Date of Signature

City of Springfield  
 Name of Applicant Institution/Organization  
 DocuSigned by:  
*Misty Buscher*  
 Signature: 97D394C54B6...

Misty Buscher  
 Name of Official  
 Mayor  
 Title  
 Executive Director (or equivalent)  
 8/22/2025 | 8:24:58 AM CDT  
 Date of Signature

Visions 1908 Inc  
 Name of Applicant Institution/Organization  
 DocuSigned by:  
*Teresa Haley*  
 Signature: 63FB5540C234C1...

Teresa Haley  
 Name of Official  
 President  
 Title  
 Executive Director (or equivalent)  
 8/20/2025 | 12:20:15 PM CDT  
 Date of Signature

**Note: The State awarding agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on behalf of the organization.**

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**FFATA Data Collection Form (See instructions below to determine if this form needs to be completed)**

Under FFATA, any implementing agency that receives \$25,000 or more from federal funds for this award must provide the following information for federal reporting. Please fill out the following form accurately and completely. To confirm whether federal funds are part of this award, please refer to the CFDA number on the Notice of Funding Opportunity. If there is no CFDA number, then this award does not include federal funds.

<b>Grantee (or Subgrantee) DUNS:</b>	029558520000				
<b>Grantee (or Subgrantee) Name:</b>	Springfield, City of				
<b>Grantee (or Subgrantee) DBA:</b>					
<b>Grantee (or Subgrantee) Address:</b>	800 E Monroe St.				
<b>City:</b> Springfield	<b>State:</b> IL	<b>Zip+4:</b> 62703	<b>Congressional District:</b> 13		
<b>Grantee (or Subgrantee) Principal Place of Performance:</b>					
<b>City:</b> Springfield	<b>State:</b> IL	<b>Zip+4:</b> 62703	<b>Congressional District:</b> 13		
<small>State of Illinois</small>	<b>Award Amount:</b> \$	199,770	<b>Project Period:</b> 7/1/25 - 6/30/26		
<b>State of Illinois Awarding Agency:</b> Illinois Criminal Justice Information Authority					
<b>CSEA Short Description:</b> JAG					
<b>Under certain circumstances, grantee (or subgrantee) must provide names and total compensation of its top 5 highly compensated officials. Please answer the following two questions and follow the instructions:</b>					
<b>Q1.</b> In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and all affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?					
Yes <input type="checkbox"/> If yes, must answer Q2 below.					
No <input checked="" type="checkbox"/> If no, you are not required to provide data.					
<b>Q2.</b> Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?					
Yes <input checked="" type="checkbox"/> If yes, you are not required to provide data.					
No <input type="checkbox"/> If no, you must provide the data. Please fill out the rest of this form.					
<b>Please provide names and total compensation of the top five officials:</b>					
Name:				Amount:	
Name:				Amount:	
Name:				Amount:	
Name:				Amount:	
Name:				Amount:	

Implementing Agency Name: Springfield, City of

Grant #: 422045

### Section C - Budget Worksheet & Narrative

**1). Personnel (Salaries & Wages) (2 CFR 200.430)**--List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

**Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.**

Name	Position	Salary or Wage	Computation			Federal/State Amount	Match	Total Cost
			Basis (Yr./Mo./Hr.)	% of Time	Quantity (based on Yr./Mo./Hr)			
<i>JAG FFY21 - 7/1/2025 to 9/30/2025</i>								
								\$ -
								\$ -
								\$ -
								\$ -
<i>JAG FFY22 - 10/1/2025 to 6/30/2026</i>								
								\$ -
								\$ -
								\$ -
								\$ -
<i>Subtotal FFY21</i>								
<i>Subtotal FFY22</i>								
<i>Total</i>						\$ -	\$ -	\$ -

Personnel Narrative:

Implementing Agency Name: Springfield, City of

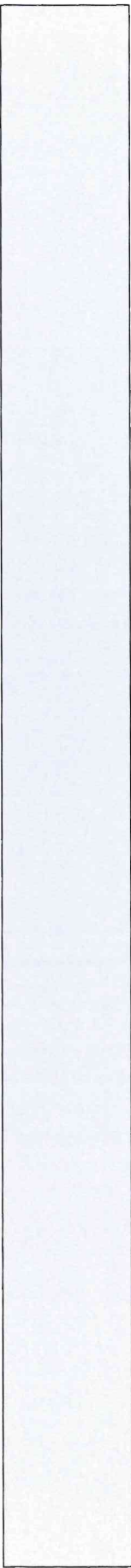
Grant #: 422045

**Section C - Budget Worksheet & Narrative**

2). **Fringe Benefits (2 CFR 200-431)**—Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the name of the fringe benefit (i.e., Retirement, Insurance, Worker's Comp, etc), the fringe benefit rate, and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Name	Position	Calculated Salary	Fringe Costs					Federal/State Amount	Match	Total Cost
			FICA 7.6500%	Other (Please specify)	Other (Please specify)	Other (Please specify)	Other (Please specify)			
<i>JAG FFY21 - 7/1/2025 to 9/30/2025</i>										
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
<i>JAG FFY22 - 10/1/2025 to 6/30/2026</i>										
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
				Subtotal FFY21						\$ -
				Subtotal FFY22						\$ -
				Total						\$ -





Section C - Budget Worksheet & Narrative

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4). Equipment (2 CFR 200.439) -- Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than \$5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Item	Computation		Federal/State Amount	Match	Total Cost
	Quantity	Cost Pro-Rated Share (Put 100% if cost is not pro-rated)			
<b>JAG FFY21 - 7/1/2025 to 9/30/2025</b>					
					\$ -
					\$ -
					\$ -
					\$ -
<b>JAG FFY22 - 10/1/2025 to 6/30/2026</b>					
					\$ -
					\$ -
					\$ -
					\$ -
Subtotal FFY21					\$ -
Subtotal FFY22					\$ -
Total			\$ -	\$ -	\$ -

Equipment Narrative:



2025

Implementing Agency Name: Springfield, City of

Grant #: 422045

**Section C - Budget Worksheet & Narrative**

b). **Contractual Services (2 CFR 200.318) & Subawards (200.92)** - Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. Federal rules require a separate justification must be provided for sole source contracts in excess of \$150,000 (See 2 CFR 200.88). **However, ICJIA has additional requirements for sole source contracts of other amounts. The applicant must contact the ICJIA grant monitor or program administrator for additional information.** This budget category may include **subawards**. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

*Please also note the differences between subaward, contract, and contractor (vendor):*

- 1) Subaward (200.92) means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides services in support of the project activities. This can include utilities, leases, computing costs, audit costs, and similar types of costs.

**Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.**

Description	Computation				Federal/State Amount	Match	Total Cost
	Cost per Basis	Basis	Length of Time/Quantity	Pro-Rated Share (Put 100% if cost is not pro-rated)			
<b>JAG FFY21 - 7/1/2025 to 9/30/2025</b>							
Internet Services	\$ 285.00	month	3	100.00%	\$ 855		\$ 855
Project Director	\$ 5,250.00	month	3	100.00%	\$ 15,750		\$ 15,750
Case Manager	\$ 3,500.00	month	3	100.00%	\$ 10,500		\$ 10,500
Program Coordinator	\$ 3,000.00	month	3	100.00%	\$ 9,000		\$ 9,000
Program Specialist	\$ 3,000.00	month	3	100.00%	\$ 9,000		\$ 9,000
Janitor	\$ 200.00	month	3	100.00%	\$ 600		\$ 600
Lockable File Cabinets	\$ 300.00	Quantity	1	100.00%	\$ 300		\$ 300
Operating Supplies	\$ 500.00	Quantity	4	100.00%	\$ 2,000		\$ 2,000
Application Fees for Housing Referrals	\$ 75.00	Quantity	6	100.00%	\$ 450		\$ 450
Desktop Computers	\$ 800.00	Quantity	5	100.00%	\$ 4,000		\$ 4,000
Computer Software Licenses (i.e., Microsoft Office and accounting software)	\$ 150.00	Quantity	5	100.00%	\$ 750		\$ 750
Cell Phone Accessories (phone cases)	\$ 1,000.00	Quantity	1	100.00%	\$ 1,000		\$ 1,000
Cell Phones	\$ 1,000.00	Quantity	2	100.00%	\$ 2,000		\$ 2,000
Computer Security (McAfee)	\$ 100.00	Quantity	5	100.00%	\$ 500		\$ 500
Bus Tokens	\$ 1.00	Quantity	300	100.00%	\$ 300		\$ 300
<b>JAG FFY22 - 10/1/2025 to 6/30/2026</b>							
Internet Services	\$ 285.00	month	9	100.00%	\$ 2,565		\$ 2,565
Project Director	\$ 5,250.00	month	9	100.00%	\$ 47,250		\$ 47,250
Case Manager	\$ 3,500.00	month	9	100.00%	\$ 31,500		\$ 31,500
Program Coordinator	\$ 3,000.00	month	9	100.00%	\$ 27,000		\$ 27,000
Program Specialist	\$ 3,000.00	month	9	100.00%	\$ 27,000		\$ 27,000
Janitor	\$ 200.00	month	9	100.00%	\$ 1,800		\$ 1,800
Lockable File Cabinets	\$ 300.00	Quantity	1	100.00%	\$ 300		\$ 300
Operating Supplies	\$ 500.00	Quantity	8	100.00%	\$ 4,000		\$ 4,000
Application Fees for Housing Referrals	\$ 75.00	Quantity	18	100.00%	\$ 1,350		\$ 1,350

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Subtotal FFY21	\$ 45,705	\$ 57,005
Subtotal FFY22	\$ 137,115	\$ 142,765
<b>Total</b>	<b>\$ 182,820</b>	<b>\$ 199,770</b>

Contractual Narrative:

- All funds are allocated to the contractual services tab because Visions 1908, the subrecipient, will be spending all of the funds allocated for this grant themselves.
- The Second Chance Program by Visions 1908 is an attempt to lower recidivism rates in Sangamon County. Visions 1908 utilizes wrap-around services such as housing assistance, substance abuse treatment, and skills training to give participants tools to successfully re-integrate into society after incarceration

**Section C - Budget Worksheet & Narrative**

16) **Indirect Cost (2 CFR 200.414)** --Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Note: Please see IC-JIA Specific Instructions tab for additional information for completing this section.


Description	Computation		Federal/State Amount	Match	Subtotal FFY21 Cost
	Base	Rate			
JAG FFY21 - 7/1/2025 to 9/30/2025					\$
JAG FFY22 - 10/1/2025 to 6/30/2026					\$
<b>Total:</b>					\$

Indirect Cost Narrative:

This is to certify that I have reviewed the indirect cost rate proposal and grant agreement budget, and to the best of my knowledge and belief:

- (1) The costs included in the proposal to establish the final indirect costs rate for this project period are not listed in the budget as a direct cost.
- (2) The indirect costs charged to this grant agreement are not included as direct costs in a different grant agreement with the Criminal Justice Information Authority (Authority) or any other grantor.
- (3) The direct costs listed in this budget are not charged as indirect costs in a different grant agreement with the Authority or any other grantor.

Violation of this certification may result in a range of penalties, including suspension of funds under this program, termination of this agreement, suspension or debarment from receiving future grants, recoupment of monies provided under this grant, and all remedies allowed under the Illinois Grant Recovery Act (30 ILCS 708/1 et seq.)

City of Springfield  
  
 Signature: 6D8060E80148433...  
 Name of Official: Ramona Metzger  
 Director Office of Budget & Management  
 Title: Chief Financial Officer (or equivalent)  
 Date of Signature: 8/20/2025 | 9:23:14 PM CDT

City of Springfield  
  
 Signature: C8971D594C5488...  
 Name of Official: Misty Buscher  
 Mayor  
 Title: Executive Director (or equivalent)  
 Date of Signature: 8/22/2025 | 8:24:58 AM CDT

**Section C - Budget Worksheet & Narrative**

**Budget Summary**--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.

Budget Category - JAG FFY21 - 7/1/2025 to 9/30/2025	Federal/State Amount	Match Amount	Total Amount
1. Personnel	\$ -	\$ -	\$ -
2. Fringe Benefits	\$ -	\$ -	\$ -
3. Travel	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -
6. Contractual Services	\$ 45,705.00	\$ -	\$ 57,005.00
16. Indirect Costs	\$ -	\$ -	\$ -
<b>SUBTOTAL PROJECT COSTS</b>	\$ 45,705.00	\$ -	\$ 57,005.00

Budget Category - JAG FFY22 - 10/1/2025 to 6/30/2026	Federal/State Amount	Match Amount	Total Amount
1. Personnel	\$ -	\$ -	\$ -
2. Fringe Benefits	\$ -	\$ -	\$ -
3. Travel	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -
6. Contractual Services	\$ 137,115.00	\$ -	\$ 142,765.00
<i>Section C - Budget Summary</i>			

<i>16. Indirect Costs</i>	\$	-	\$	-
<b>SUBTOTAL PROJECT COSTS</b>	\$	<b>137,115.00</b>	\$	<b>142,765.00</b>
<b>JAG FFY21 and FFY21 TOTAL:</b>				
	\$	<b>182,820.00</b>	\$	<b>199,770.00</b>

2025-418

<b>ICJIA Agency Approval</b>		<b>STATE OF ILLINOIS</b>		<b>AGENCY:</b>	
<b>UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)</b>		<b>Illinois Criminal Justice Information Authority</b>			
Implementing Agency Name: Springfield, City of		NOFO ID: 2094-2964		Grant #: 422045	
CFSFA Number: 546-00		State Fiscal Year(s): SFY25		Project Period: 7/1/25 - 6/30/26	
UEI#: VBD7LLHA3M33		CSFA Short Description: JAG			

**FOR ICJIA USE ONLY**

**Final Budget Amount Approval**

Final Total Budget Amount	ICJIA Program Staff Name John Gordon	ICJIA Program Staff Signature <i>[Signature]</i>	Date 8/22/2025   8:33:46 AM CDT
Final Total Award Amount (if different)	ICJIA Fiscal & Administrative Staff Name Hemant Modi	ICJIA Fiscal & Administrative Signature <i>[Signature]</i>	Date 8/19/2025   9:17:54 PM CDT

**Budget Revision Amount Approval**

Final Revised Budget Amount	ICJIA Program Staff Name	ICJIA Program Staff Signature	Date
Final Total Award Amount (if different)	ICJIA Fiscal & Administrative Staff Name	ICJIA Fiscal & Administrative Signature	Date

**Budget Revision Amount Approval**

Final Revised Budget Amount	ICJIA Program Staff Name	ICJIA Program Staff Signature	Date
Final Total Award Amount (if different)	ICJIA Fiscal & Administrative Staff Name	ICJIA Fiscal & Administrative Signature	Date

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

# State of Illinois -- Uniform Budget Template (updated by ICJIA) -- GATA General Instructions

## Section A – Budget Summary

### FEDERAL/STATE FUNDS

All applicants must complete Section A and provide a break-down by all applicable budget categories. **Please read all instructions before completing form.**

### FEDERAL/STATE GRANT FUNDS

Provide a total requested ICJIA Grant amount for each year in the Revenue portion of Section A. The amount entered in Line (a) will equal the total amount budgeted on Line 18 of Section A.

### BUDGET SUMMARY – FEDERAL/STATE FUNDS

All applicants must complete Section A and provide a break-down by the applicable budget categories.

For each project year for which funding is requested, show the total amount requested for each applicable budget category.

**Please see detail worksheet and narrative section for further descriptions and explanations of budgetary line items**

**Section A - Indirect Cost Information:** *(This information should be completed by the applicant's Business Office)*. If the applicant is requesting reimbursement for indirect costs on line 17, the applicant's Business Office must select one of the options listed on the Indirect Cost Information page under Section-A Indirect Cost Information (1-4).

Option (1): The applicant has a Negotiated Indirect Cost Rate Agreement (NICRA) that was approved by the Federal government. A copy of this agreement must be provided to the State of Illinois' Indirect Cost Unit for review and documentation. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. *If this option is selected by the applicant, basic information is required for completion of this section. See bottom of "Section-A Indirect Cost Information"*

**NOTE: The applicant may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for the applicant to be reimbursed for Indirect Costs from the State of Illinois, the applicant must either:**

- A) Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from our State Cognizant Agency on an annual basis.
- B) Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.
- C) Use a Restricted Rate designated by programmatic statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs)

Option (2a): The applicant currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. The applicant is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c)). **Note:** *If this option is selected by the applicant, basic information is required for completion of this section. See bottom of "Section-A Indirect Cost Information"*

OR

Option (2b): The applicant currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. The applicant must submit its initial Indirect Cost Rate Proposal (ICRP) immediately after the applicant is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b)). The initial ICRP will be sent to the State of Illinois' Indirect Cost Unit. **Note:** *The applicant should check with the State of Illinois awarding Agency for information regarding reimbursement of indirect costs while its proposal is being negotiated*

*Budget Instructions (General)*

Option (3): The applicant elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68). **Note:** The applicant must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs. Note the applicant may only use the 10 percent de minimis rate if the applicant does not have an Approved Indirect Cost Rate Agreement. The applicant may not use the de minimis rate if it is a Local government, or if your grant is funded under a training rate or restricted rate program.

Option (4): If you are applying for a grant under a Restricted Rate Program, indicate whether you are using a restricted indirect cost rate that is included on your approved Indirect Cost Rate Agreement, or whether you are using a restricted indirect cost rate that complies with statutory or programmatic policies. **Note:** See Notice of State Award for Restricted Rate Programs

## Section B - Budget Summary

### MATCH FUNDS

**MATCH FUNDS:** If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other non-ICJIA resources to the project, the applicant must provide a revenue breakdown of all Match funds in lines (b)-(d), the total of "Match Funds" should equal the amount budgeted on Line 18 of Section B. If a match percentage is required, the amount should be entered in this section.

### BUDGET SUMMARY - MATCH FUNDS

If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other match resources to the project, these costs should be shown for each applicable budget category of Section B.

For each applicable budget category for which matching funds are provided, show the total contribution. Only use those categories that are visible.

Please see *detail worksheet and narrative section for further descriptions and explanations of budgetary line items*

## Section C - Budget Worksheet & Narrative

[Attach separate sheet(s)]

Pay attention to applicable ICJIA-specific instructions.

All applicants are required to submit a budget narrative along with Section A and Section B. The budget narrative is sometimes referred to as the budget justification. The narrative serves two purposes: it explains how the costs were estimated and it justifies the need for the cost. The narrative may include tables for clarification purposes. The State of Illinois recommends using the State of Illinois Uniform Budget Template worksheet and narrative guide provided.

1. Provide an itemized budget breakdown, and justification by project year, for each budget category listed in Sections A and B.
2. For match funds or resources listed in Section B that are used to meet a cost-sharing or matching requirement or provided as a voluntary cost-sharing or matching commitment, you must include:
  - a. The specific costs or contributions by budget category;
  - b. The source of the costs or contributions; and
  - c. In the case of third-party in-kind contributions, a description of how the value was determined for the donated or contributed goods or services.

**Budget Instructions (General)**

- 2025
- 1418
3. If applicable to this program, provide the rate and base on which fringe benefits are calculated.
  4. If the applicant is requesting reimbursement for indirect costs on line 17, this information should be completed by the applicant's Business Office. Specify the estimated amount of the base to which the indirect cost rate is applied and the total indirect expense. Depending on the grant program to which the applicant is applying and/or the applicant's approved Indirect Cost Rate Agreement, some direct cost budget categories in the applicant's grant application budget may not be included in the base and multiplied by your indirect cost rate. Please indicate which costs are included and which costs are excluded from the base to which the indirect cost rate is applied.

5. Provide other explanations or comments you deem necessary.

Keep in mind the following—

Although the degree of specificity of any budget will vary depending on the nature of the project and State of Illinois agency requirements, a complete, well-thought-out budget serves to reinforce your credibility and increase the likelihood of your proposal being funded.

- A well-prepared budget should be reasonable and demonstrate that the funds being asked for will be used wisely.
- The budget should be as concrete and specific as possible in its estimates. Make every effort to be realistic, to estimate costs accurately.
- The budget format should be as clear as possible. It should begin with a budget narrative, which you should write after the entire budget has been prepared.
- Each section of the budget should be in outline form, listing line items under major headings and subheadings.
- Each of the major components should be subtotaled with a grand total at the end.

Your budget should justify all expenses and be consistent with the program narrative:

- Salaries should be comparable to those within the applicant organization.
- If new staff is being hired, additional space and equipment are considered, as necessary.
- If the budget lists an equipment purchase, it is the type allowed by the agency.
- If additional space is rented, the increase in insurance is supported.
- If an indirect cost rate applies to the proposal, the division between direct and indirect costs is not in conflict, and the aggregate budget totals refer directly to the approved formula. Indirect costs are costs that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project (like the cost of operating and maintaining facilities, depreciation, and administrative salaries).

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

# State of Illinois -- Uniform Budget Template (updated by ICJIA) -- ICJIA Specific Instructions

2025-418

## Section A – Budget Summary

**I. Section A:** Federal/State funds are those that come from ICJIA as part of a NOFO or continuation. The Implementing Agency is the entity that will be responsible for managing the agreement. Please complete all cells in blue. If indirect costs are being included in the budget, don't forget to include the Rate and Base in the left column. The following information can be found on the GATA website or on the Uniform Notice of Funding Opportunity (NOFO): NOFO ID; CFSA Number; CFSA Short Description; State Fiscal Year(s) and Project Period. If this is a continuation grant, please enter the grant number.

**II. Section A - Indirect Costs:** One of the following must be checked: Item 1; 2a or 2b; 3; 4; or 5. If Option 1 or 2a is selected, then the box at the bottom of the page must be filled out.

**III. Section B:** All required match must be included. If you are including additional match (overmatch), do not separate required match from overmatch. Those amounts should be combined together. If match is being included in your budget, please complete all cells in blue. If indirect costs will be paid by matching funds, include the Rate and Base in the left column.

**IV. Applicant Certification: The Implementing Agency (and Program Agency, if different from the Implementing Agency), must complete this form at the time the grant agreement is signed.**

**V. FFATA Form:** This should only be filled out if the source of ICJIA funds is federal (ie JAG, VOCA, VAWA, etc.) AND if the implementing agency receives \$25,000 or more in federal funds. To confirm whether federal funds are part of this award, please refer to the CFDA number on the Uniform Notice for Funding Opportunity (NOFO). If there is a CFDA number, then this award includes federal funds.

**VI. Section C1- Personnel:**

- A) If a cost of living increase is anticipated, please reflect the adjusted salary in one line item. In the justification, please state that the salary reflects a cost of living increase and provide the amount/length of time of the initial salary and amount/length of time of the final salary.
- B) If you are budgeting for overtime, please put the overtime amount on the bottom row. In the justification, please state how the overtime amount has been calculated.
- C) Quantity of time will depend on the basis selected.

**VII. Section C2 - Fringe:**

- A) If additional staff were added to the Personnel tab, please make sure they are also added here. Check the totals to make sure that all additional personnel are included. Fringe should include both the ICJIA and match amounts.
- B) If a personnel's salary is prorated, then the flat rate fringe must also be prorated.
- C) Please enter the percentages for retirement, insurance (include health, dental and life) and workman's comp. If there are other fringe benefits, please enter what the benefit is and the percentage.
- D) Column M has been provided for any flat rate fringe benefits. Please enter the dollar amount in Column M. The narrative should provide sufficient detail that ICJIA understands how the flat rate fringe benefits were calculated.

**VIII. Section C3 - Travel:**

- A) This page is to be used for all travel costs - both daily and out of town. Please put similarly purposed trips together. For example - daily mileage reimbursement costs can all be on one line item and daily parking costs on the next line item. Out of town trips should also be listed together. For example, if you will attend two conferences, please put costs associated with the first conference together, and then put costs associated with the second conference together.
- B) Travel expenses can not exceed the State of Illinois rates (or your agency's rate, whichever is lower). Mileage, per diem, and lodging rates can be found here: <https://www.illinois.gov/cms/employees/travel/Pages/TravelReimbursement.aspx> (copy and paste this address into a web browser).

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**IX. Section C4 - Equipment:**

- A) All equipment must be purchased no later than 90 days after the start of the grant, unless otherwise approved by your ICJIA grant monitor.
- B) Equipment must be pro-rated if the piece of equipment will be used for any purpose other than the grant program.

**X. Section C5 - Supplies:** Please list all supplies/commodities in this section.

**XI. Section C6 - Contractual Services: Pro-rated Share -** Certain contractual costs must be pro-rated to determine how much can be applied to the grant program. For example, telephone costs would be proportional to the number of FTEs on the grant funded program divided by the total number of FTE employees in the office. Utility or rent costs would be proportional to the space occupied by the grant funded program divided by the total space.

**XII. Section C16 - Indirect Costs:**

- A) If a federally-approved or state-approved indirect cost rate is being included, please provide the letter showing the approved indirect cost rate.
- B) If any indirect cost rate is being included (de minimus, federally approved or state approved), the certification must be signed at the time the grant agreement is signed.**

**XIII. Summary:** Please make sure the amounts on this page are the same as the amounts on each of the Budget Worksheet and Narrative tabs.

**XIX. Agency Approval:** Do not complete this form - this will be filled out by ICJIA.

<b>Uniform Application for State Grant Assistance</b>		<b>Updated by ICJIA</b>
<b>Illinois Criminal Justice Information Authority Completed Section</b>		
1.	<b>Type of Submission</b>	<input type="checkbox"/> Pre-application <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed / Corrected Application
2.	<b>Type of Application</b>	<input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation (i.e. multiple year grant) <input type="checkbox"/> Revision (modification to initial application)
3.	<b>Date / Time Received by State</b>	Completed by State Agency upon Receipt of Application
4.	<b>Name of the Awarding State Agency</b>	Illinois Criminal Justice Information Authority
5.	<b>Catalog of State Financial Assistance (CSFA) Number</b>	546-00-2094
6.	<b>CSFA Title</b>	JAG – Addressing Co-Occurring Disorders for People Who Are Involved in the Justice System
<b>Grant specific information (if applicable) **</b>		
7.	<b>Agreement Number</b>	422045
8.	<b>Previous Agreement Numbers</b>	N/A
<b>Catalog of Federal Domestic Assistance (CFDA)</b>		<input checked="" type="checkbox"/> Not applicable (No federal funding)
9.	<b>CFDA Number</b>	
10.	<b>CFDA Title</b>	
11.	<b>CFDA Number</b>	
12.	<b>CFDA Title</b>	
<b>Federal Fund Information</b>		<input checked="" type="checkbox"/> Not applicable (No federal funding)
13.	<b>Federal Award ID Number</b>	
14.	<b>Federal Award Date</b>	
15.	<b>Amount Obligated by this action</b>	
16.	<b>Total Amount of the Federal Award</b>	
<b>Funding Opportunity Information</b>		
17.	<b>Funding Opportunity Number</b>	NA
18.	<b>Funding Opportunity Title</b>	NA
19.	<b>Funding Opportunity Program Field</b>	NA
<b>Competition Identification</b> <input checked="" type="checkbox"/> Not Applicable		
20.	<b>Competition Identification Number</b>	
21.	<b>Competition Identification Title</b>	

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Applicant Completed Section		
<b>Implementing Agency Information**</b>		
22.	Legal Name	(Name used for DUNS registration and grantee pre-qualification.) City of Springfield
23.	Common Name (DBA)	
24.	Employer / Taxpayer ID Number (EIN, TIN)	37-6002037
25.	Vendor ID, if different than above	
26.	Organizational DUNS number	025955852
27.	SAM expiration date	10/15/2025
28.	SAM Cage Code	
29.	Business Address	Street address: 300 S. 7 <sup>th</sup> St. Room 210 City: Springfield State: IL County: Sangamon Zip + 4: 62701
<b>Implementing Agency: Person to be contacted for Program Matters involving this application.</b>		
30.	First Name	Jarred
31.	Last Name	McCormick
32.	Suffix	
33.	Title	Operations Coordinator
34.	Telephone Number	217-789-2377 Ext. 5475
35.	Fax Number	
36.	Email address	Jarred.McCormickII@springfield.il.us
<b>Implementing Agency: Person to be contacted for Business/Administrative Office Matters involving this application.</b>		
37.	First Name	Amy
38.	Last Name	Rasing
39.	Suffix	
40.	Title	Director of Planning and Economic Development
41.	Telephone Number	217-789-2377
42.	Fax Number	
43.	Email address	Amy.rasing@springfield.il.us
<b>Program Agency Information (If different from Implementing Agency.)**</b>		
44.	Legal Name	(Name used for DUNS registration.) Visions 1908
45.	Organizational DUNS number	999707584
46.	SAM expiration date	04/09/2026
47.	SAM Cage Code	
48.	Business Address	Street address: 2532 Portsmouth Circle City: Springfield State: IL County: Sangamon Zip + 4: 62703
<b>Program Agency: Person to be contacted for Program Matters involving this Application.</b>		
49.	First Name	Teresa

50.	Last Name	Haley
51.	Suffix	
52.	Title	President
53.	Telephone Number	217-836-4339
54.	Fax Number	
55.	Email address	thaley@visions1908.org
<b>Areas Affected**</b>		
56.	Areas Affected by the Project (County(ies); City(ies); or State-wide)	(If program is not state-wide, list each county. If not serving the entire county, also list the municipalities served within the county. If Chicago is included, list the neighborhoods served within Chicago if services are not provided throughout the entire city.) Springfield, IL
57.	Implementing Agency's Legislative District (This must be based on the nine digit zip code registered with SAM.)	Congressional District: 13 & 15 State Senate District: 95 & 96 State Representative District: 48
58.	Primary Area of Performance	(This should be either the Program Agency's office or the location where a majority of the grant activity takes place. A street address does not need to be provided but please list city, state, and nine digit zip code.) Springfield, IL
59.	Primary Area of Performance's Legislative District (This must be based on the nine digit zip code listed above.)	Congressional District: 13 & 15 State Senate District: 95 & 96 State Representative District: 48
<b>Applicant's Project**</b>		
60.	Description Title of Applicant's Project	
61.	Proposed Project Term	Start Date: 07/01/2025 End Date: 06/30/2026
62.	Estimated Funding (include all that apply)	<input checked="" type="checkbox"/> Designated/Awarded Amount, if known: \$ <input type="checkbox"/> Budgeted/Requested Amount: \$ <input type="checkbox"/> Match: \$ <input type="checkbox"/> Overmatch: \$ <input type="checkbox"/> Program Income: \$ <p style="text-align: right;">Total Amount : \$</p> Indirect cost rate: ____%
<b>Applicant Certification:</b>		
<p>By signing this application, I certify (1) to the statements contained in the list of certifications* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 218, Section 1001)</p> <p>(*) The list of certification and assurances, or an internet site where you may obtain this list is contained in the Notice of Funding Opportunity.</p> <p style="text-align: center;"><input checked="" type="checkbox"/> I agree</p>		
<b>Implementing Agency Authorized Official (Director, President, Chair, or similar position)</b>		

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63.	First Name	Misty
64.	Last Name	Buscher
65.	Title	Mayor
66.	Telephone Number	
67.	Fax Number	
68.	Email address	Misty.buscher@springfield.il.us
69.	Signature of Authorized Representative	<i>Misty Buscher</i>
70.	Date Signed	8/22/2025   8:24:58 AM CDT
<b>Implementing Agency Financial Officer (Chief Financial Officer, Comptroller, Treasurer, or similar position.)</b>		
71.	First Name	Ramona
72.	Last Name	Metzger
73.	Title	Director, Office of Management and Budget
74.	Telephone Number	
75.	Fax Number	
76.	Email address	Ramona.Metzger@springfield.il.us
77.	Signature of Authorized Representative	<i>Ramona Metzger</i>
78.	Date Signed	8/20/2025   9:23:14 PM CDT
<b>Program Agency Authorized Official</b>		
79.	First Name	Teresa
80.	Last Name	Haley
81.	Title	President
82.	Telephone Number	217-836-4339
83.	Fax Number	
84.	Email address	thaley@visions1908.org
85.	Signature of Authorized Representative	<i>Teresa Haley</i>
86.	Date Signed	8/20/2025   12:20:15 PM CDT

\*\* ICJIA specific modification to GATA form

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**GRANT AGREEMENT  
BETWEEN  
THE STATE OF ILLINOIS, ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
AND  
City of Springfield**

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

**PART ONE – The Uniform Terms**

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

**PART TWO – Grantor-Specific Terms**

**PART THREE – Project-Specific Terms**

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

DocuSigned by:  
ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
By: Delrice Adams  
0723DECA7BD04BF...  
Delrice Adams, Executive Director  
Date: 8/25/2025 | 1:14:28 PM CDT

DocuSigned by:  
City of Springfield  
By: Misty Buscher  
C89071D994C3486...  
Misty Buscher, Mayor, Springfield  
Date: 8/22/2025 | 8:24:58 AM CDT

DS  
SH  
8/25/2025 | 7:33:14 AM CDT

DocuSigned by:  
By: Ramona Metzger  
6DB060E80148433...  
Ramona Metzger, Director, Office of Management  
and Budget  
Date: 8/20/2025 | 9:23:14 PM CDT

Signed by:  
By: Teresa Haley  
63FB35540C234C1...  
Teresa Haley, President, Visions 1908  
Date: 8/20/2025 | 12:20:15 PM CDT

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**PART ONE – THE UNIFORM TERMS**

**ARTICLE I  
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

“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 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

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

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

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

**ARTICLE II  
AWARD INFORMATION**

2.1. Term. This Agreement is effective on 07/01/2025 and expires on 06/30/2026 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed \$199,770, of which \$57,005 are JAG FFY21 federal funds that expire on 09/30/2025 and \$142,765 are JAG FFY22 federal funds that expire on 09/30/2026. 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**):

The Grantor agrees to make payment to the Grantee for the administration and implementation of the program described in Exhibits A, B, D, and E. Upon receipt of the fiscal and progress reports, payments will be made to the Grantee. No payment will be made until all outstanding reports are received by the Grantor, including outstanding reports from previously funded Grantor programs. No payment will be made to Grantee unless and until Grantee is in full compliance with applicable State and federal laws and the terms and conditions of this agreement.

Grantee must provide for the deposit of grant funds into a bank account in the name of the Grantee. Grant funds shall be immediately deposited into such bank account. Grantee may deposit such funds into an account separate from any of its other bank accounts or treat such funds as a separate line item per its budget and audited financial statements. If Grantee receives more than one award from the Grantor, Grantee shall ensure that the grant funds for each award are accounted for separately.

2.4 Award Identification Numbers. For the periods of 7/01/2025 through 9/30/2025, the Federal Award Identification Number (FAIN) is 15PBJA-21-GG-00271-JAGX, the federal awarding agency is the U.S. Department of Justice Programs, Bureau of Justice Assistance, and the Federal Award date is September 22, 2021. The Catalog of Federal Domestic Assistance (CFDA) Name is the 2021 BJA Edward Byrne Memorial Justice Assistance Grant (JAG) Program – State Solicitation and Assistance Listing Number is 16.738. The Catalog of State Financial Assistance (CSFA) Number is 546-00-2094. The State Award Identification Number is 2094-59530.

For the period of 10/1/2025 through 6/30/2026, the Federal Award Identification Number (FAIN) is 15PBJA-22-GG-00650-JAGX, the federal awarding agency is U.S. Department of Justice Programs, Bureau of Justice Assistance, and the Federal Award date is September 16, 2022. The Catalog of Federal Domestic Assistance (CFDA) Name is the 2022 BJA Edward Byrne Memorial Justice Assistance Grant (JAG) Program – State Solicitation and the Assistance Listing Number is 16.738. The Catalog of State Financial Assistance (CSFA) Number is 546-00-2094. The State Award Identification Number is 2094-59530.

**ARTICLE III  
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

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

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

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

- |  |   |
|--|---|
| <input type="checkbox"/> Individual                            | <input type="checkbox"/> Pharmacy-Non-Corporate   |
| <input type="checkbox"/> Sole Proprietorship                   | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp.                             |
| <input type="checkbox"/> Partnership                           | <input type="checkbox"/> Tax Exempt   |
| <input type="checkbox"/> Corporation (includes Not For Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation                   | <input type="checkbox"/> P = partnership  |
| <input checked="" type="checkbox"/> Governmental Unit          | <input type="checkbox"/> C = corporation  |
| <input type="checkbox"/> Estate or Trust                       |   |

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

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

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

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affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

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

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

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

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

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

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

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

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

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

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the

Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

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

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

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

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

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

#### **ARTICLE IV PAYMENT REQUIREMENTS**

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

4.2. **Pre-Award Costs.** Pre-award costs are not permitted unless specifically authorized by Grantor in

**Exhibit A, PART TWO or PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO OR PART THREE**. 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 CFR 200.305; 44 Ill. Admin. Code 7000.120.

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

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

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 CFR 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 CFR 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 CFR 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 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or

subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, 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 CFR 200.308.

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

**ARTICLE VI  
BUDGET**

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

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

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

**ARTICLE VII  
ALLOWABLE COSTS**

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

7.2. Indirect Cost Rate Submission.

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

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

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

- (i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to 2 CFR Part 200 governs state/Local 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 CFR 200.414(f).

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

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost

analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

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

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

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

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

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(g)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

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

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

(c) **Internal Control**. Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 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 CFR 200.305.

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

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

**ARTICLE VIII  
LOBBYING**

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

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

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

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

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

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

**ARTICLE IX  
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

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

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

9.3. Failure to Maintain Books and Records. Failure to maintain 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 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

**ARTICLE X  
FINANCIAL REPORTING REQUIREMENTS**

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit 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 CFR 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 CFR 200.344; 44

Ill. Admin. Code 7000.440(b).

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

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 CFR 200.329.

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

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and 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 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

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

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

(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 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor’s report(s) or (ii) nine (9) months after the end of Grantee’s audit period.

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

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

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

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

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

(v) Grantee must submit its financial statement audit report packet, as set forth in

44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

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

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends 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 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and 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 CFR 200.340(a)(3).

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

(i) Pursuant to a funding failure under Paragraph 4.1;

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

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

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

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

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

13.5. Effects of Suspension and Termination.

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

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

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

suspension or after termination if:

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

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

#### **ARTICLE XIV SUBCONTRACTS/SUBAWARDS**

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must follow all applicable requirements set forth in 2 CFR 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 CFR 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 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

#### **ARTICLE XV NOTICE OF CHANGE**

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

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

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

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is

grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

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

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

**ARTICLE XVII  
CONFLICT OF INTEREST**

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 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 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original

financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.327 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 CFR 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 CFR 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 CFR 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 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

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

**ARTICLE XX  
INSURANCE**

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

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

**ARTICLE XXI  
LAWSUITS AND INDEMNIFICATION**

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

21.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost 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 CFR 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 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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**EXHIBIT A**

**PROJECT DESCRIPTION**

There are too few reentry services for adults returning home from jails and prisons. According to the 2019 Illinois Department of Illinois Department of Corrections three-year Recidivism Rates Report, 24.8% of inmates recidivate within the first year and 36.7% within the first three years. This is the model of what is occurring within the greater Springfield city area Sangamon County. It is estimated that more than one in four individuals who are first time offenders recidivate within the first year due in part to co-occurring dysfunctions.

In our community, there are limited or no programs that provide targeted support to adults recently incarcerated which would aid them in successful reintegration into society. The Visions 1908 Second Chance program will provide mitigating supportive services that will fill in the gap in service delivery to this population, including referrals to safe and affordable housing, job searches, mentoring and coaching, referrals to mental health services and substance abuse counseling, along with basic skills training, Visions 1908 Second Chance Program anticipates significant recidivism reduction.

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EXHIBIT B

DELIVERABLES OR MILESTONES

Task	Staff Position Responsible	Date Completed
Submit draft subawards to ICJIA	Operations Coordinator	July 30, 2025
Execute subawards	Operations Coordinator	July 30, 2025
Review subaward periodic fiscal reports	Operations Coordinator	Quarterly
Process payments to subrecipients	Fiscal Officer	Quarterly
Review subaward periodic data reports	Operations Coordinator	Quarterly
Provide ongoing technical assistance to subrecipients	Operations Coordinator	Monthly
Conduct subaward site visits	Operations Coordinator	June 30, 2026
Submit quarterly Periodic Performance Report to ICJIA	Operations Coordinator	Quarterly
Distribute subaward closeout report materials reports	Operations Coordinator	July 30, 2026
Submit final fiscal and data reports to ICJIA	Operations Coordinator	July 30, 2026

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EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

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

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: John Gordon

Title: Criminal Justice Specialist

Address: 60 E. Van Buren St, Ste 650

Chicago, IL 60605

GRANTEE CONTACT

Name: Amy Rasing

Title: Director, Planning & Economic Development

Address: 800 E. Monroe St.

Springfield, IL 62701

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: \_\_\_\_\_  
\_\_\_\_\_

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: John Gordon

Title: Criminal Justice Specialist

Address: 60 E. Van Buren St., Ste 650 Chicago, IL 60605

Phone: 312-848-5944

TTY#: \_\_\_\_\_

E-mail Address: John.Gordon3@illinois.gov

GRANTEE CONTACT

Name: Jarred McCormick

Title: Operations Coordinator

Address: 800 E. Monroe St., Rm 107

Phone: 217-789-2377 Ext. 5475

TTY #: \_\_\_\_\_

E-mail Address: Jarred.McCormickII@springfield.il.us

2025-418

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

GOAL: Provide oversight of subrecipient, <b>Visions 1908</b> Second Chance Program	
Objectives	Process Performance Measures
Detail the plan for monitoring subrecipient performance, including submission of periodic data reports and periodic fiscal reports	<ul style="list-style-type: none"> <li>• Submit agency plan for monitoring of sub-awards</li> <li>• Number of subrecipients submitting periodic fiscal reports on time</li> </ul>
Review accuracy of subrecipient data reports	<ul style="list-style-type: none"> <li>• Number of subaward data reports received and reviewed</li> <li>• Number of subrecipients submitting quarterly data reports on time</li> </ul>
Review accuracy of subrecipient fiscal reports	<ul style="list-style-type: none"> <li>• Number of subaward fiscal reports received and reviewed</li> <li>• Number of subrecipients submitting quarterly fiscal reports on time</li> </ul>
Provide fiscal and programmatic technical assistance to all subrecipients as needed.	<ul style="list-style-type: none"> <li>• Number of subrecipients receiving technical assistance.</li> </ul>
Perform 1 site visit within the award period of each subrecipient.	<ul style="list-style-type: none"> <li>• Submit subaward site visit schedule to ICJIA</li> <li>• Number of subaward visits conducted</li> </ul>
Submit site visit reports to ICJIA within 30 days of visit	<ul style="list-style-type: none"> <li>• Number of subaward site visit reports submitted to ICJIA</li> <li>• Number of subaward site visit reports submitted to ICJIA within 30 days</li> </ul>
Provide a Corrective Action Plan for all subrecipients with identified as needing formal corrective action.	<ul style="list-style-type: none"> <li>• Number of subrecipients identified as requiring corrective action.</li> <li>• Number notified and provided with a Plan of Corrective Action</li> </ul>
Verify subrecipient completion of Corrective Action Plan within specified timeframe.	<ul style="list-style-type: none"> <li>• Number of subrecipients completing Corrective Action Plan requirements within specified timeframe</li> </ul>
Provide fiscal and programmatic technical assistance to all subrecipients that request such assistance.	<ul style="list-style-type: none"> <li>• Number of subrecipients receiving such assistance</li> </ul>

EXHIBIT E

SPECIFIC CONDITIONS

Grantees and subrecipients must report expenses within the state fiscal year in which they incurred.

Grantees and subrecipients must report expenses within the reporting period in which they were incurred for expiring federal awards. Fiscal reports are due the 15<sup>th</sup> of the month following the end of the reporting period. Failure to report timely will result in forfeiture of expiring federal funds.

Grantee must submit quarterly reports that detail how they are monitoring the performance of the subrecipient, including submission of periodic data reports and periodic fiscal reports. Grantee must also provide examples of any technical assistance they provide subgrantee throughout the period of performance of the grant.

<b>ICQ Section:</b>	05-Audit
<b>Conditions:</b>	Grantee must submit, at least semi-annually, documentation to support the status of implementation of corrective action for audit findings.
<b>Risk Explanation:</b>	Medium to high risk will result in repeated audit findings, potential questioned cost, and increase of administrative and programmatic specific conditions that will increase the cost program.
<b>How to Fix:</b>	Implementation of grantee's corrective action plan.
<b>Timeframe:</b>	When corrective action is complete.

2025-418

**PART TWO –GRANTOR-SPECIFIC TERMS**

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

23. Definitions

“Youth” means an individual under 18 years of age.

24. Mandatory Attendance. Grantee shall attend meetings as required by Grantor.

25. Commencement of Performance.

25.1. If performance has not commenced within 60 days of the execution date of this Agreement, Grantee agrees to report by letter to Grantor the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

25.2. If the program is not operational within 90 days of the execution date of this Agreement, Grantee agrees to submit a second letter to Grantor explaining the implementation delay. Grantor may at its discretion either cancel this Agreement or extend the implementation date of the program past the 90-day period.

25.3. If the program is interrupted for more than 30 days after commencement, Grantee agrees to notify Grantor in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. Grantor may, at its discretion, reduce the amount of grant funds awarded and/or terminate this Agreement if the program is interrupted for more than 90 days.

26. Budget Changes. Grantee may transfer funds among direct cost categories, however line-item transfers are capped at \$50,000 and limited to 10% of the total award. Line-item transfers larger than this amount require a budget revision approval from Grantor.

27. Reporting and Evaluation Requirements.

27.1. Grantee shall submit the following reports to the Grantor:

- Performance reports for the preceding quarter relevant to the performance indicators listed in the Agreement. The quarterly progress reports are due not more than 15 days after the end of the quarter, unless another reporting schedule has been required or approved by the Grantor.
- and
- Fiscal reports detailing financial expenditures for the previous month. Fiscal reports shall be submitted by the 15th of every month following the first complete month of the grant period.

27.2. Grantor may give the grantee permission, in writing, to report on a quarterly schedule. Such permission can be revoked by the grantor at any time. If such permission is given, the quarterly reports should be submitted based on the following schedule:

<u>Quarter End Date</u>	<u>Due Date</u>
September 30	October 15
December 31	January 15
March 31	April 15
June 30	July 15

28. Timekeeping.

28.1. Grantee shall maintain the following time keeping records on-site for all grant-funded and match personnel:

- A. Personnel who spend less than 100% of their time on the funded program must maintain records that accurately reflect the time the employee spends performing the program and any other duties. These records must:
  - 1. reflect an after-the-fact distribution of the employee’s actual activity (not budgeted time);
  - 2. account for attendance and the daily total activity for which the employee is compensated (by all funding sources);
  - 3. be prepared at least monthly and coincide with one or more pay periods;
  - 4. be signed by the employee and approved by a supervisor having firsthand knowledge of the work performed; and
  - 5. be supplemented with daily attendance timesheets.
  
- B. Personnel who spend 100% of their time on the funded program must certify on a semi-annual basis. This time certification form must:
  - 1. include an after-the fact certification that 100% of the employee’s time was spent in support of activities associated with the program;
  - 2. be signed every six months by the employee and a supervisor having firsthand knowledge of the employee’s work; and
  - 3. be supplemented with daily attendance timesheets.

28.2. Payroll records must reflect either the after-the-fact distribution of an employee’s actual activities or the certification of an employee’s actual work performed.

28.3. Volunteers whose time fulfills a match requirement must complete a daily attendance timesheet or log that includes dates and hours worked on the grant program.

28.4. Grantee shall maintain a Quarterly Time Keeping Certification to Grantor with each quarterly report, or every third monthly report. The Quarterly Time Keeping Certification shall include a certification listing all employees who must maintain records as set forth in this Section, and match volunteers, including their 1) program working hours and 2) total working hours. The Quarterly Time Keeping Certification should be made available to Grantor upon request.

29. Closeout requirements. Within 30 days of the expiration date of this Agreement or any approved extension thereof the following documents must be submitted by Grantee to Grantor: (a) final financial status report; (b) final progress reports; (c) property inventory report; and (d) other documents required by Grantor.

30. Procurement Requirements and Requests for Proposals.

30.1. All procurement transactions shall be conducted by Grantee in a manner to provide, to the maximum extent practical, open and free competition. Procurement transactions include the purchasing of equipment, commodities, goods and services. Procurement transactions do not include the making of sub-grants. Grantee may use their own procurement regulations which reflect State and local law, rules, and regulations, provided that all procurements made with grant funds minimally adhere to standards established by the Illinois Procurement Code (30 ILCS 500) and 2 CFR 200.318 - 327.

30.2. If the Grantee's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Grantor's procurement process per 30 ILCS 500/20-20.

- For procurements of \$100,000 or less, the Grantee is encouraged to formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process. If this is not possible, the Grantee must solicit quotes or bids from at least three sources.
- For procurements over \$100,000, the Grantee must utilize a competitive source selection such as formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

30.3. As required by Grantor, Grantee shall submit documentation regarding its procurement procedures and grant-funded purchases for Grantor review and approval to assure adherence to applicable guidelines.

30.4. Grantee may use a non-competitive procurement process under some circumstances in accordance with 2 CFR 200.320(c). Grantee must request and receive approval, in writing, from Grantor before entering into an agreement through a non-competitive procurement process.

31. Subcontracting.

31.1. Grantee shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. Grantor shall not be responsible for the performance, acts or omissions of any subcontractor.

31.2. Grantee shall submit documentation regarding contracts to be funded with grant funds for Grantor review and approval, to assure adherence to applicable guidelines. This includes a copy of the subcontract, Addendum to the Agreement, Required Documentation for Contractor Payment with Compensation and Rate of Pay certifications form, Sole Source Justification form, if applicable, disclosure of any Conflicts of Interest to Grantor and any other related documents requested by Grantor.

31.3. Costs under any subcontract shall only be allowed back to the date of the complete submission of the documents described in this Article except for those subcontractors approved under Article XIV or an exception under Grantor exception policy.

31.3. Approval of the use of subcontractors by Grantor does not relieve Grantee of its obligation to assure performance under this agreement. Grantee shall be responsible for the recovery of any unspent and/or misspent grant funds paid to the subcontractor by Grantee.

32. Subawards.

32.1 Grantee will monitor subawards to ensure compliance with State and/or Federal statutes, regulations, and the terms and conditions of the subaward. Approval of a subaward does not relieve Grantee of its obligation to assure performance under this Agreement.

32.2 Subawards are subject to site visits by both Grantee and Grantor, and must make available all fiscal, personnel, and programmatic data to Grantee and Grantor at either's request. Grantor reserves the right to conduct site visits of all subawards.

- 32.3 Grantee will require all subawards to submit, at a minimum, periodic performance reports and periodic financial reports to Grantee.
- 32.4 As Grantee awards each subaward, Grantee will forward a site visit schedule to Grantor along with any increased monitoring provisions. Any site reports created by Grantee that require a corrective action by a subaward shall be submitted to Grantor along with verification of the corrective action.
- 32.5 If the use of a subaward is approved by Grantor, the terms and conditions of this Agreement shall apply to and bind the party to whom such work is subawarded as fully and completely as Grantee is bound and obligated. Grantee is obligated to ensure that the terms of this Agreement are contained in any written subaward agreement.
- 32.6 Grantee will ensure that all subawardees have an active Unique entity Identifier (UEI); have a Federal Employer ID (FEIN); are in good standing with the Illinois Secretary of State; are not on the Illinois Stop Payment List; are not on the SAM.gov Exclusion list; and are not on the Illinois Medicaid Sanctions List.
- 32.7 Prior to the execution of its grant agreement, Grantee will submit their subaward monitoring protocol to Grantor for approval.
- 32.8 Grantee shall use a competitive bidding process for the selection of any subaward not specifically named in this Agreement.
- 32.9 Grantee shall conduct a programmatic risk assessment of every subaward that receives a subaward through this Agreement.
- 32.10 Grantee will evaluate each subaward's risk of noncompliance with federal and state statutes; regulations; rules; laws; guidelines; and conditions of this award. Grantee will impose specific conditions upon a subaward, if appropriate.
- 32.11 Grantee will make fiscal and programmatic technical assistance available to all subawards.
- 32.12 All unspent subaward funds will be returned by Grantee to Grantor within 30 days after the end of each subaward's period of performance.
- 32.13 Grantee will be responsible for the recovery of any unspent and/or misspent grant funds paid to the subaward by Grantee.
- 32.14 Grantor is not responsible for the performance, acts, or omissions of any subaward. Grantor will not mediate disputes between Grantee and subawardees.
33. Food Costs. Grantee agrees to act in accordance with Grantor's food policy for any food costs paid in whole or in part by funds under this agreement. Grantees must maintain records of actual food costs and how the food supported its program. For events, grantees must maintain records of the event, including receipts for food and other costs and the number of program participants. For emergency food provisions, grantees must maintain records of both the cost of the food provided and the program participant who received it.
34. Transportation Costs. Grantee must utilize a tracking system for any transportation costs funded by this agreement. At minimum, the tracking system must track the purpose of each trip and the cost per trip.

Grantee shall submit a description of the tracking system to Grantor prior to incurring any transportation costs. This section applies to costs for both staff and participants.

35. Copyrights and Patents.

35.1. If this Agreement results in a copyright, the Grantor reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this Agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

35.2. If this agreement results in the production of patentable items, patent rights, processes, or inventions, Grantee shall immediately notify Grantor. Grantor will provide Grantee with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered to protect the public interest, in accordance with guidelines.

36. Management and Disposition of Equipment and Commodities.

36.1. Equipment and supplies acquired by Grantor with Grantor funds shall be used for purposes of the program described in the exhibits only. Grantee may retain the equipment and supplies acquired with grant funds as long as they serve to accomplish program purposes, whether or not the program continues to be supported by Grantor grant funds, but such determinations as to retention are within the sole discretion of Grantor. If the equipment or supplies originally purchased for the program are no longer capable of fulfilling the needs of the program and must be traded in or replaced, or there is no longer a need for the equipment or supplies, Grantee shall request instructions from Grantor.

36.2. Grantor may deny equipment and supply costs or require that Grantee relinquish already purchased equipment and supplies to Grantor if Grantee fails to employ an adequate property management system governing the use, protection, and management of such property. Grantee is responsible for replacing or repairing equipment and supplies that are willfully or negligently lost, stolen, damaged or destroyed. Grantee shall provide equivalent insurance coverage for grant funded equipment and supplies as provided for other equipment and supplies owned by Grantee. Any loss, damage or theft of equipment and supplies shall be investigated and fully documented, and immediately reported to Grantor.

36.3. Equipment purchased using Grantor funds shall be made available for inspection during site visits, and upon request of Grantor as part of its grant monitoring and oversight responsibilities.

36.4. If, for an item of equipment described in the Budget to be purchased with Grantor funds, Grantee does not have, at a minimum, a purchase order dated within 90 days after the start date of the agreement, Grantee shall submit a letter to Grantor explaining the delay in the purchase of equipment. Grantor may, in its discretion:

- A. Reduce the amount of funding;
- B. Cancel this agreement;
- C. Allow Grantee to reallocate the funds that were allocated for such equipment to other allowable Grantor approved costs; or
- D. Extend the period to purchase this equipment past the 90-day period.

37. Program Income. All income, including income resulting from asset seizures or forfeitures, generated as a direct result of the program shall be deemed program income. Program income must be used for the

purposes and under the conditions applicable to the use of grant funds. Program income may be used by Grantee for any purpose that furthers the objectives of the grant or deducted from the total allowable costs in accordance with Part I, 7.7. Grantee shall report and account for such program income as required by the Grantor.

38. Separate Revenue and Expenditure Accounts. Grantee must have an accounting system that meets the following requirements prior to receiving grant funds:

- (a) Provides for the clear identification, in its accounts, of all Federal awards, State awards, and matching funds received or expended.
- (b) Enables the preparation of reports required by general and program-specific terms and conditions of Grantee's awards.
- (c) Allows the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes; regulations; and the terms and conditions of the Federal or State award.
- (d) Requires each Federal award, State award, and matching fund revenues and expenditures to be accounted, recorded, and tracked separately by funding source.
- (e) Includes classification of expenditures (e.g., personnel, commodities, equipment).
- (f) Maintains a system coding or classification system that permits summarization and reporting of grant revenue and expenditures by specific accounts, programs, projects, etc.
- (g) Ensures that Federal and State awarded funds and matching funds are not commingled with funds from other Federal, State, or private sources. 2 CFR 200.302.
- (h) Maintain an accounting system that utilizes generally accepted standards of accounting.

Upon request, Grantor may allow Grantee to receive funds without meeting the above requirements. Such exception shall be granted in writing and Grantee shall be given no more than six (6) months after the exception to meet all requirements of this section.

39. Publications.

39.1. In addition to the requirements of Part I, Article XIX Grantee shall submit to Grantor for review, certain publications that will be issued by Grantee describing or resulting from programs or projects funded in whole or in part with grant funds, no later than 30 days prior to its printing.

39.2 The publications subject to this review are: journals and annual reports that describe how grantee has used the funding, any paid advertisement or public awareness campaign regardless of format, and any other publication that cumulatively costs more than \$1000 to create or produce. These publication review requirements do not apply to press releases, flyers advertising approved program activities only, newsletters and issue analyses.

39.3. Grantor reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.

39.4. All publications shall supplement the language required by Part I, Article XIX with the following statement:

*"Funding provided in whole or in part by the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the State of Illinois, or the Illinois Criminal Justice Information Authority."*

39.5. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal grant funds, Grantee shall clearly state (1) the percentage of the total cost of the program or project which will be funded under this agreement, and (2) the dollar amount of funding for the project or program in addition to the statement required in 42.4.

39.6 Exceptions to the above requirements shall only be allowed upon Grantor's written prior approval.

40. Reporting Grant Irregularities.

40.1. Grantee shall promptly notify Grantor through their Grant Monitor when an allegation is made, or Grantee otherwise receives information, reasonably tending to show the possible existence of any irregularities or illegal acts in the administration of Grant Funds. Grantor, per its agency policy, shall determine the reasonableness of the allegation of the irregularities or illegal action and determine the appropriate course of action. Possible actions would include conducting an internal audit or other investigation or contacting the proper authorities. Illegal acts and irregularities include such matters as conflicts of interest, falsification of records or reports both data, financial and programmatic, and the misappropriation of funds or other assets.

40.2. Grantee shall inform any sub-recipient of Grantor's Grant Funds that the sub-recipient is similarly obligated to report irregularities.

40.3. Failure to report known irregularities can result in suspension of the Agreement or other remedial action. In addition, if Grantee's auditor or other staff becomes aware of any possible illegal acts or other irregularities prompt notice shall be given to Grantee's director. Grantee, in turn, shall promptly notify Grantor as described above of the possible illegal acts or irregularities. If the possible misconduct involves Grantee's director, Grantee staff member shall provide prompt notice directly to Grantor.

40.4. In addition, Grantor, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform the Office of Justice Program's Office of the Comptroller, the Department of Justice's Office of Professional Responsibility and the Office of Inspector General, and state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

40.5. Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to Grantor and appropriate federal, State, and local law enforcement officials.

40.6. Grantee agrees to develop and maintain a record-keeping system to document all Agreement related activities and expenditures. These records will act as the original source material for compilation of the data and all other program activity.

40.7. The reporting of any irregularities, illegal acts and the proposed or actual corrective action shall be reported to Grantor at:

Illinois Criminal Justice Information Authority  
Attn: Office of General Counsel  
60 E. Van Buren Street, Ste 650  
Chicago, IL 60605

[CJA.OGCreport@illinois.gov](mailto:CJA.OGCreport@illinois.gov)

41. Reporting Potential Fraud, Waste, or Similar Misconduct.

41.1. Grantee shall promptly refer to Grantor, via their assigned Grant Monitor, any credible evidence that a principal, employee, agent, contractor, subcontractor, or subaward has either submitted a false claim for grant funds in violation of the False Claims Act or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

41.2. Potential fraud, waste, abuse or misconduct shall be reported to Grantor at:

Illinois Criminal Justice Information Authority  
Attn: Office of General Counsel  
60 E. Van Buren Street, Ste 650  
Chicago, IL 60605  
[CJA.OGCreport@illinois.gov](mailto:CJA.OGCreport@illinois.gov)

42. Crimes of Dishonesty. Grantee shall notify Grantor as soon as practical if any of its own or any of its subawards' and/or its subcontractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority is criminally charged with or convicted of theft, fraud, or any other crime involving dishonesty at any point during the period of performance of this grant. Grantor may terminate this agreement, at Grantor's sole discretion, if Grantee's or any of its subawards' and/or its subcontractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority become convicted of theft, fraud, or any crime involving dishonesty.

43. Conflict of Interest in Hiring and Procurement. In addition to the requirements of Part I, Article XVII, no employee, officer, or agent of Grantee shall participate in the selection of a contractor, award of a contract, administration of a contract, or hiring of personnel supported by grant funds if a conflict of interest, real or apparent, would be involved. Grantee shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

44. Safeguarding Constitutional Protections Related to Religion

44.1 Grantee certifies that grant and match funded services must be offered without regard to religious affiliation. Grantee also certifies that the receipt of services through the grant funded program shall not be contingent upon participation in a religious event or activity. Grant or match funds may not be used for any explicitly religious activities such as worship, religious instruction, or proselytization. Grantee may engage in inherently religious activities, but such activities must be separate in time or place from the grant funded program, and beneficiaries cannot be compelled to participate in them.

44.2 Faith-based organizations may consider religion when hiring staff if consistent with the Religious Freedom Restoration Act and other applicable laws. If the grant is funded with federal funds, Grantee must receive prior approval from the Department of Justice, Office for Civil Rights.

45. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters. Grantee and any entity that receives a contract or subcontract with any funds under this award, may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste,

fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

- a. In accepting this award, Grantee –
  - i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
  - ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to Grantor, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Grantor.
  
- b. If Grantee makes subawards or contracts under this award –
  - i. it represents that –
    - 1. it has determined that no other entity that Grantee's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
    - 2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
  
  - ii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

46. Background Checks for youth programs. Background checks are required for all program staff, independent contractors, and volunteers, including program staff, independent contractors, and volunteers for subawards and subcontractors, who have direct contact with youth before hiring or before working on the program. Grantee must have a written protocol on file requiring fingerprint-based background checks through the Illinois State Police for all persons and maintain documentation of their completion and results. The written protocol must incorporate the factors and procedures mandated by 775 ILCS 5/2-103.1. Any exception must be granted in writing by Grantor. Exceptions may include but are not guaranteed or limited to if the program model or service provision relies on staff access or credibility with at-risk populations.

47. Project Monitoring and Evaluation.

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47.1. Project Monitoring: Grantee understands that Grantor may impose additional reporting requirements during the grant period by providing notice in writing to Grantee. Grantee agrees to report any additional information required by Grantor.

47.2. Grantor Evaluation: As required by Grantor, Grantee agrees to cooperate with Grantor's evaluation of the grant project, conducted either by Grantor or external parties.

47.3. Grantee Evaluation: Project evaluation is limited to evaluation of Grantee's project, as described in this Agreement, to determine the project's effectiveness. Grantee understands and agrees that grant and match funds cannot be used for research purposes, as defined under 45 CFR 46.102(d). Grantee will provide Grantor with aggregate project data and summary reports related to project performance, including process and outcome, and any other information, as requested by Grantor.

48. Confidentiality of Records. Grantee agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation without written consent from Grantor. Grantee shall notify Grantor within three (3) business days of any such request.

49. Tax Liabilities; State Agency Delinquencies. Grantee is required to file of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.

50. Compliance. Grantee agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and Grantor in the performance of this Agreement.

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**PART THREE --PROJECT-SPECIFIC TERMS**

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

51. Pre-Award Costs. Pre-award costs are authorized in accordance with 2 CFR 200.209. Pre-award costs are those incurred from the beginning of the period of performance of the grant until the execution of this grant agreement and must be in accordance with the final approved program budget. ICJIA has the right to review supporting documentation for all pre-award costs that are submitted for reimbursement on a financial report from grantees. Costs that are not in accordance with the final approved budget (necessary, reasonable, allowable, and allocable) shall be disallowed.
  
52. Employment eligibility verification for hiring under the award.
  - 52.1 Grantee (and any subrecipient at any tier) must--
    - A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the grantee (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).
  
    - B. Notify all persons associated with the grantee (or any subrecipient) who are or will be involved in activities under his award of both--
      - (1) this award requirement for verification of employment eligibility, and
      - (2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
  
    - C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
  
    - D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance
  
  - 52.2 The grantee's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
  
  - 52.3 To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.
  
  - 52.4 Rules of construction
    - A. For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all grantee (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

**B. Employment eligibility confirmation with E-Verify**

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the grantee (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the grantee (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any grantee, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any grantee, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email EVerify at [VerifyEmployerAgent@dhs.gov](mailto:VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

53. All subawards ("subgrants") must have specific federal authorization. The grantee, and any subrecipient ("subrecipient") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract"). The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

54. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000.

The grantee, and any subrecipient at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of Federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award

approval required to use a noncompetitive approach in a procurement contract(if contract would exceed \$250,000)), and are incorporated by reference here.

**55. Unreasonable restrictions on competition under the award; association with federal government**

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the grantee or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

55.1. No discrimination, in procurement transactions, against associates of the federal government Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no grantee (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

55.2. The grantee's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

55.3. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

**55.4. Rules of construction**

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant grantee or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any grantee, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

**56. Requirements pertaining to prohibited conduct related to trafficking in persons.** The grantee, and any subrecipient at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of grantee, subrecipient, or individuals defined (for purposes of this condition) as "employees" of the grantee or

of any subrecipient.

The details of the grantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by grantee and subrecipient related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

57. Determination of suitability to interact with participating minors This condition applies to this award if it is indicated that a purpose of some or all of the activities to be carried out under the award (whether by the grantee, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The grantee, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

58. Conferences, Meetings, Trainings, and other events. Grantee, and any subrecipient at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

59. OJP Training Guiding Principles. Any training or training materials that Grantee develops or delivers with grant funds must adhere to the OJP Training Guiding Principles for Grantees and Subrecipients, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

60. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42  
The grantee, and any subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

61. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54  
The grantee, and any subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

62. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38  
The grantee, and any subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.  
Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to grantee and subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to grantees and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at

<https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

63. Restrictions on "lobbying" In general, as a matter of federal law, federal funds awarded by OJP may not be used by the grantee, or any subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the grantee, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

If receiving more than \$100,000 pursuant to this agreement, Grantee agrees to provide a Certification Regarding Lobbying to Grantor and, if applicable, a Disclosure of Lobbying Activities form. If a sub-contractor will receive more than \$100,000 in federal funds pursuant to this agreement, Grantee will provide to Grantor a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the sub-contractor. Grantee must provide these certifications and disclosures as required by Grantor.

Should any question arise as to whether a particular use of federal funds by grantee (or subrecipient) would or might fall within the scope of these prohibitions, grantee is to contact ICJIA for guidance, and may not proceed without the express prior written approval of ICJIA and OJP.

64. Appropriations-law Restrictions. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022) The grantee, and any subrecipient at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a grantee (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the grantee is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

65. Reporting Potential Fraud, waste and abuse In addition to the requirements of paragraph 45, The grantee, and any subrecipients ("subrecipients") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

66. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters. Grantee and any entity that receives a contract or subcontract with any funds under this award, may not require any

employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

- a. In accepting this award, Grantee –
  - i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
  - ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to Grantor, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Grantor.
- b. If Grantee makes sub-awards or contracts under this award –
  - i. it represents that –
    1. it has determined that no other entity that Grantee 's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
    2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
  - ii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

67. Prohibition on Reprisals. The grantee and any sub-grantee, must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The grantee and any sub-grantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the grantee is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

68. Text Messaging While Driving. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages grantees and subrecipients

to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct awareness, and other outreach to decrease crashes caused by distracted drivers.

69. Justice Information Sharing. Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The grantee (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The grantee (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information or provide detailed justification for why an alternative approach is recommended.

70. Compliance with 28 C.F.R. Part 23. With respect to any information technology system funded or supported by funds under this award, Grantee (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, Grantee may be fined as per 42 U.S.C. 3789g(c)-(d). Grantee may not satisfy such a fine with federal funds.

71. Protection of human research subjects. The grantee (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

72. Confidentiality of Records.

The grantee (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The grantee further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

73. Submission of eligible records relevant to the National Instant Background Check System Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if Grantee (or any subrecipient) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the Grantee (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS relevant "eligible records".

74. Required attendance at BJA-sponsored events Grantee and any subrecipient must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

75. Compliance with National Environmental Policy Act and Related Statutes.

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Upon request, the grantee (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the grantee or by a subrecipient. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the grantee agrees to contact BJA.

The grantee understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the grantee, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bj.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subrecipients' existing programs or activities that will be funded by these award funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

76. Establishment of trust. If award funds are being drawn down in advance, the grantee (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Grantees (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The grantee also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

77. Required Data on Law Enforcement Agency Training. Grantee agrees, that if it is a law enforcement agency, it will submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

78. Controlled expenditures.

78.1. *Prior Written Approval Required.* Award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions are set out at <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>

78.2. *Incident Reporting.* If Grantee uses award funds to purchase or acquire any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, the agency must collect and retain (for at least 3 years) certain information about the use of-- (1) any federally-acquired Controlled Equipment in the agency's inventory, and (2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and Grantee must make that information available to BJA upon request. Details about what information must be collected and retained are set out at <https://ojp.gov/docs/LEEequipment-WG-Final-Report.pdf>.

78.3. *Sale of items on Controlled Expenditure List.* Grantee understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:

a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.

b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.

c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

d. Grantee must notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased with award funds, and must abide by any applicable laws (including regulations) in such disposal.

78.4. *Prohibited or Controlled Expenditures - Effect of Failure to Comply.* Failure to comply with an award condition related to prohibited or controlled expenditures may result in denial of any further approvals of controlled expenditures under this or other federal awards.

78.5. *Controlled expenditures – Standards.* Grantee understands that, pursuant to recommendation 2.1 of Executive Order 13688, law enforcement agencies that acquire controlled equipment through

Federal programs must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon Grantor's or OJP's request, Grantee agrees to provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.

79. Nondiscrimination.

79.1 Grantee certifies that it will not engage in any prohibited discrimination based on any race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, pregnancy, physical or mental disability, military status, sexual orientation, gender identity, or unfavorable discharge from military service. Grantee understands that federal and state statutes and regulations applicable to awards made by Grantor include civil rights and nondiscrimination requirements and Grantee certifies that it will abide by those requirements. Specifically, those requirements as found in:

- a. The applicable statutes pertaining to civil rights contained in section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. The applicable statutes pertaining to nondiscrimination contained in section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of Juvenile Justice and delinquency Prevention Act of 1974, as amended; Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132; and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
- c. The DOJ regulations on the Partnerships with Faith-Based and Other Neighborhood Organizations (Executive Order 13,559 and 28 C.F.R. pt. 38), DOJ Implementing Regulations as found in 28 C.F.R. pt. 42, 28 C.F.R. pt 31, 28 C.F.R. pt 35, 28 C.F.R. pt 38 and 28 C.F.R. pt 94;
- d. The Illinois Human Rights Act (775 ILCS 5), The Public Works Employment Discrimination Act (775 ILCS 10), The Illinois Environmental Barriers Act (410 ILCS 25); and
- e. Any other applicable Federal, State, or local civil rights or nondiscrimination laws.

79.2 Grantee certifies it shall comply with such guidance regarding civil rights matters as may be issued by Grantor and the United States Department of Justice, Office of Justice Programs, Office for Civil Rights. Grantee agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act. (775 ILCS 5)

79.3 National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964 and the Safe Streets Act, Grantee is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary.

79.4 Faith-Based and Community Organizations that statutorily qualify as eligible applicants under OJP programs are invited and encouraged to apply for assistance awards and will be considered for awards on the same basis as any other eligible applicants and, if they receive assistance awards, will be treated on an equal basis with all other grantees in the administration of such awards. No eligible applicant will be discriminated against on the basis of its religious character or affiliation, religious name, or the religious composition of its board of directors or persons working in the organization.

79.5 In the event that a Federal or State court or a Federal, State, or local administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against Grantee, or any sub-grantee or contractor of Grantee, Grantee will forward a copy of the finding to Grantor within five (5) business days of said finding. If applicable, Grantor will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

79.6 Grantee shall designate a Civil Rights Coordinator to serve as a liaison for all civil rights related matters. The Civil Rights Coordinator need not be grant funded. Grantee shall promptly notify Grantor of any change regarding the designated Civil Rights Coordinator.

79.7 Grantee's Civil Rights Coordinator and any program staff and match volunteers who have direct contact with program beneficiaries shall complete annual civil rights training as required and approved by Grantor.

79.8 Grantee shall provide notice to employees and beneficiaries regarding applicable civil rights laws and the procedure for filing a complaint with Grantor and appropriate federal and state agencies. Grantee shall promptly notify Grantor, via its assigned Grant Monitor, of any complaints of prohibited discrimination or harassment filed with Grantee regarding grant employees, beneficiaries, or potential beneficiaries. Grantee shall fully cooperate in any investigation regarding an allegation of prohibited discrimination.

79.9 Grantee shall complete a Civil Rights Compliance Questionnaire as required by Grantor.

79.10 Grantee will require subrecipients and subcontractors to comply with all applicable civil rights and nondiscrimination statutes and regulations.

80. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; unallowable costs; notification.

1. If the grantee is a "State," a local government, or a "public" institution of higher education:

A. The grantee may not obligate award funds if, at the time of the obligation, the "program or activity" of the grantee (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded wholly or partly with award funds is subject to any "information-communication restriction."

B. Also, with respect to any project costs it incurs "at risk," the grantee may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the grantee (or of any subrecipient, at any tier, described in par. 1.A of this condition) that would be reimbursed wholly or partly with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the grantee shall be considered, for all purposes, to be a material representation by the grantee to OJP that, as of the date the grantee requests the drawdown, the grantee and each subrecipient (regardless of tier) described in par. 1.A of this condition, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: information-communication restrictions; ongoing compliance."

D. The grantee must promptly notify OJP (in writing) if the grantee, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the grantee, or of any subrecipient (at any tier) described in par. 1.A of this condition, may be subject to any information-communication restriction. Also, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient described in par. 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the grantee at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the grantee despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the grantee that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... information-communication restrictions; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.

81. Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions: ongoing compliance.

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The grantee's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the grantee, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any grantee, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to the OJP, before award acceptance.

82. Noninterference (within the funded "program activity") with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the grantee accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 --without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The grantee's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, - agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the grantee, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.

83. No use of funds to interfere with federal law enforcement: No disclosure of certain law-enforcement sensitive information

SCOPE. This condition applies as of the date the grantee accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no funds under this award may be used to make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The grantee's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the grantee, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.

84. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" funded (wholly or partly) by this award, as of the date the grantee accepts the award, and throughout the rest of the award period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations--including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain" in the U.S., and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside" the U.S.--within the funded program or activity, no State or local government entity, -agency, or - official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by

impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

**2. Monitoring**

The grantee's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

**3. Allowable costs**

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

**4. Rules of construction**

A. For purposes of this condition:

(1) The term "alien" means what it means under sec. 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of-

(a) conviction described in 8 USC 1227(a)(2), or

(b) conduct described in 8 USC 1227(a)(4).

(4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under 34 USC 10251(a)(7)) as of January 1, 2020.

(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that-

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

(7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(8) A "public" institution of higher education is one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(9) "Program or activity" means what it means under 42 USC 2000d-4a.

B. Nothing in this condition shall be understood to authorize or require any grantee, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

85. Pre-Award Costs. Pre-award costs are authorized in accordance with 2 CFR 200.209. Pre-award costs are those incurred from the beginning of the period of performance of the grant until the execution of the grant agreement and must be in accordance with the final approved program budget. ICJIA has the right to review supporting documentation for all pre-award costs that are submitted for reimbursement on a financial report from grantees. Costs that are not in accordance with the final approved budget (necessary, reasonable, allowable, and allocable) shall be disallowed.
86. Requirement to report actual or imminent breach of personally identifiable information (PII). The grantee (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
87. Safe policing and law enforcement subrecipients. If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.
88. Requirements of the award; remedies for non-compliance or for materially false statements. The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized

recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

89. Requirement for data on performance and effectiveness under the award. The grantee must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.
90. Requirements related to "de minimis" indirect cost rate. A grantee that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.
91. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ. If the grantee is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.
92. Compliance with DOJ Grants Financial Guide. References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The grantee agrees to comply with the DOJ Grants Financial Guide.

93. Potential imposition of additional requirements. The grantee agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.
94. Reclassification of various statutory provisions to a new Title 34 of the United States Code. On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

95. Requirements related to System for Award Management and Universal Identifier Requirements. The grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The grantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the grantee's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

96. Requirement to report potentially duplicative funding. If the grantee currently has other active awards of federal funds, or if the grantee receives any other award of federal funds during the period of performance for this award, the grantee promptly must determine whether 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 for which funds are provided under this award. If so, the grantee must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.
97. Cooperating with OJP Monitoring. The grantee agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The grantee agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation

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related to any subawards made under this award. Further, the grantee agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the grantee's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the grantee's access to award funds; referral to the DOJ OIG for audit review; designation of the grantee as a DOJ High Risk grantee; or termination of an award(s).

98. Use of program income. Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.
99. Confidentiality of data. The grantee (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.
100. Justification of consultant rate. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.
101. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions. The grantee's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the grantee's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

102. The grantee understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The grantee further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.
103. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS. The grantee must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of grantee obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance

system (currently, "FAPIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

104. Withholding - Certification with respect to Federal taxes - award exceeding \$5 million (updated Aug. 2017).

The grantee may not obligate, expend, or draw down any funds under this award until it has submitted to the program manager, in a format acceptable to OJP, a formal written certification directed to OJP and executed by an official with authority to sign on behalf of the grantee, that the grantee (unless an exemption applies by operation of law, as described below)-- (1) has filed all Federal tax returns required for the three tax years immediately preceding the tax year in which the certification is made; (2) has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and (3) has not, more than 90 days prior to this certification, been notified of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding; and until an Award Condition Modification (ACM) has been issued to remove this condition.

105. FFATA reporting: Subawards and executive compensation. The grantee must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the grantee and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of grantee obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

106. Required monitoring of subawards. The grantee must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the grantee is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

107. Avoidance of duplication of networks. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

108. Law enforcement task forces - required training. Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if

multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).

109. All State and Local JAG grantee must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the grantee must provide data that measure the results of its work. The grantee must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website ([www.bjaperformancetools.org](http://www.bjaperformancetools.org)). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
110. Expenditures prohibited without waiver. No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.
111. Effect of failure to address audit issues. The grantee understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the grantee does not satisfactorily and promptly address outstanding issues from audits required by Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.
112. The award grantee agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.
113. The grantee agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provisions of any information required for the assessment or evaluation of any activities within this project.
114. Authorization to obligate (federal) award funds to reimburse certain project costs incurred after October 1, 2021. The grantee may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2021), however, the grantee may choose to incur project costs using non-federal funds, but any such project costs are incurred at the grantee's risk until, at a minimum – (1) the grantee makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by the OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the grantee from obligating, expending, or drawing down all or a portion of the award funds until the

condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if an when the grantee makes a valid acceptance of this award and OJP removed each applicable withholding condition through an Award Condition Modification (ACM), the grantee is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable under the award.

115.If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

116.Grantees utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

117.Prohibition on use of award funds for match under BVP program. JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

118.Certification of body armor "mandatory wear" policies, and compliance with NIJ standards. If grantee uses funds under this award to purchase body armor, the grantee must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The grantee must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In additional, ballistic-resistant and stab resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information an the NIJ Compliance Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

119.Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by the State courts and United States courts (including the

Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of the constitutional rights, at a minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at not expense to the government; pre-deprivation and post deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State’s evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including by not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and the United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at a minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

120. The grantee agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft (UAS), which include unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

121. BJA-JAG-Withholding for Chief Executive Certification. Withholding of funds: Required certification from the chief executive of the applicant government

The grantee may not expend or draw down any award funds until the grantee submits the required “Certifications and Assurances by the Chief Executive of the Applicant Government,” properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

122. High risk: Withholding – Completion of “OJP financial management and grant administration training required.

The grantee may not obligate, expend, or draw down funds under this award until – (1) OJP determines that the recipient’s Grant Award Administrator and all Financial Managers for this award have successfully completed an “OJP financial management and grant administration training” on or after October 15, 2020, and (2) OJP issues an Award Condition Modification (ACM) to modify or remove this award condition.

Once both the Grant Award Administrator and all Financial Managers have successfully completed the training required by this condition, the grantee may contact the designated grant manager for the award to request initiation of an ACM to remove this condition.

A list of the OJP trainings that OJP will consider an “OJP financial management and grant administration training” for purposes of this condition is available at <https://ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

123. BJA – JAG – Withholding of funds for program narrative.

Withholding of funds: Program narrative

The grantee may not expend or draw down any award funds until the recipient submits, and OJP reviews and accepts, the program narrative for this award, and an Award Certification Modification has been issued to remove this condition.

124. High rise: On-site monitoring. The grantee understands that it will be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.
125. BJA-JAG-SORNA Appeal Limits. The grantee acknowledges that final agency decision made by DOJ that grantee's jurisdiction did not substantially implement the Sex Offender registration and Notification Act (Public Law 109-248, "SORNA") before the deadline, and understands that, as a result of that final agency decision, the amount of this JAG award was reduced, pursuant to 34 U.S.C. 20927. By accepting this specific award, the recipient voluntarily agrees that if it elects to file a judicial appeal of that final agency decision, which was integral in determining this particular funding amount, no such appeal may commence more than 6 months after the date of acceptance of this award.
126. In accepting this award, the grantee agrees that the grant funds cannot be used for Facial Recognition Technology (FRT) unless the grantee has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Grantees utilizing funds for FRT must make such policies and procedures available to DOJ upon request.
127. The grantee agrees to address outstanding issues from audit report number TO-50-21-005. The grantee may not obligate, expend, or draw down funds under this award until outstanding audit issues have been satisfactorily addressed, or the Director of the OJP Office of Audit, Assessment and Management (OAAM), for good cause shown, issues prior written approval for a partial or total release of this condition, and a Grant Award Modification (GAM) has been issued to modify or remove this award condition.

**The remainder of this page is intentionally left blank.**

ORDINANCE FACT SHEET

DATE OF 1st READING: \_\_\_\_\_

OFFICE REQUESTING: Office of Planning and Economic

CONTACT PERSON: Jarred McCormick

PHONE NUMBER: 2177892377

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

FISCAL IMPACT: N/A

SUGGESTED TITLE: An ordinance to accept and execute the following grant agreement and supplemental appropriation of funds for the following grant: ICJIA JAG- Addressing Co-Occuring Disorders for People Who Are Involved in the Justice System. The supplemental appropriation is in the amount of \$199,770.00 for OPED.

CONTRACTOR / VENDOR NAME: N/A VENDOR NO: N/A

CONTRACT TERM: N/A Change in Scope Yes  No

CONTRACT AMOUNT: N/A (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 Award
- Exception: \_\_\_\_\_
- Code Provision: \_\_\_\_\_

Previous Ord #'s none

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	111	DEVL	VISN	0180	\$199,770.00
2						
3						
4						

EXPENDITURE						
	Fund	Agency	Org	Activity	Object	Amount
1	001	111	DEVL	VISN	2111	\$199,770.00
2						
3						
4						

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

Grant Agreement

STAFF ANALYSIS

An ordinance to accept and execute the following grant agreement and supplemental appropriation of funds for the following grant: ICJIA JAG- Addressing Co-Occuring Disorders for People Who Are Involved in the Justice System. The grant award totals \$199,770.00. This grant award will be used to fund Visions 1908: Second Chance Program upon the passing of a separate ordinance to authorize a sub-recipient agreement with them.

FUNDS CHECK BY: Courtney Heinzel Digitally signed by Courtney Heinzel Date: 2025.09.19 09:48:09 -05'00'


Date: \_\_\_\_\_


DIRECTOR / SUPERVISOR: Rasing, Amy A. Digitally signed by Rasing, Amy A. Date: 2025.09.18 15:40:39 -05'00'

Date: \_\_\_\_\_

CITY PURCHASING AGENT:

Date: \_\_\_\_\_

SIGN OFF:   
(Mayor's Signature)

  
Ramona Metzger Digitally signed by Ramona Metzger Date: 2025.09.26 10:51:41 -05'00'  
(Director of OBM)

The information supplied on this form is not confidential information.

2025-418

**AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$150,000.00, FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT**

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

**WHEREAS**, ordinance 381-09-25 authorized annual TIF to Springfield School District 186 for 12 years; and

**WHEREAS**, the Office of Planning and Economic Development is requesting a supplemental appropriation from unappropriated fund balance in order to provide budget authority for the FY24, FY25, and FY26 in the amount of \$150,000.00.

**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 \$150,000.00 from unappropriated fund balance for the Office of Planning and Economic Development to provide budget authority for FY24, FY25, and FY26.

**Section 2:** That the Office of Budget and Management is hereby directed to effectuate a supplemental appropriation from unappropriated fund balance into expenditure:

EXPENDITURE ACCOUNT	AMOUNT
007-111-DEVL-MADI-2110	\$150,000.00

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

PASSED: \_\_\_\_\_, 2025

SIGNED: \_\_\_\_\_, 2025

RECORDED: \_\_\_\_\_, 2025

\_\_\_\_\_  
Mayor Misty Buscher

ATTEST: \_\_\_\_\_  
City Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

  
\_\_\_\_\_  
Office of Corporation Counsel / Date 9.20.25

**ORDINANCE FACT SHEET**

DATE OF 1st READING: 10/07/2025

OFFICE REQUESTING: OPED

CONTACT PERSON: Courtney Heinzl

PHONE NUMBER: 789-2191 x6203

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

FISCAL IMPACT: \_\_\_\_\_

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$150,000.00 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: \_\_\_\_\_
- Exception: \_\_\_\_\_
- Code Provision: \_\_\_\_\_

Previous Ord #'s 381-09-25

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	007	111	DEVL	MADI	2110	150,000.00
2						
3						
4						

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

STAFF ANALYSIS

An ordinance authorizing a supplemental appropriation from the unappropriated fund 007 balance in order to provide budget authority for the FY24, FY25, and FY26 payments to Springfield School District #186 required per ordinance 381-09-25.

FUNDS CHECK BY: Courtney Heinzl Digitally signed by Courtney Heinzl Date: 2025.09.22 10:47:39 -05'00'

Date: \_\_\_\_\_

DIRECTOR / SUPERVISOR: Rasing, Amy A. Digitally signed by Rasing, Amy A. Date: 2025.09.22 10:29:26 -05'00'

Date: \_\_\_\_\_

CITY PURCHASING AGENT: \_\_\_\_\_

Date: \_\_\_\_\_

SIGN OFF: \_\_\_\_\_  
(Mayor's Signature) *GM*

Ramona Metzger Digitally signed by Ramona Metzger Date: 2025.09.22 13:11:22 -05'00'  
(Director of OBM)

**AN ORDINANCE AUTHORIZING A SUBRECIPIENT AGREEMENT WITH ENVISION UNLIMITED, NFP AND PAYMENT IN THE AMOUNT OF \$300,000.00 FOR AIR CONDITIONING AND MINI SPLIT REPLACEMENTS FOR HOPE SPRINGS APARTMENTS LOCATED AT 1135 N. 9<sup>TH</sup> STREET USING (CDBG) COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FUNDS PURSUANT TO AGREEMENT NO. 25-SR-0102 FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT**

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

**WHEREAS**, the City receives certain Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD); and

**WHEREAS**, the use of CDBG funds is governed by the provisions of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et seq.*), and the rules and regulations of HUD as promulgated in Title 24 of the Code of Federal Regulations, part 570 *et seq.*; and

**WHEREAS**, it is necessary to authorize a Subrecipient Agreement with Envision Unlimited, NFP for use of Agreement No. 25-SR-0102 funds in the amount of \$300,000.00 from November 1, 2025, through October 31, 2026 for A/C and mini split replacements for Hope Springs Apartments located at 1135 N. 9<sup>th</sup> Street using CDBG funds; and

**WHEREAS**, a copy of the Subrecipient Agreement with Envision Unlimited 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 Subrecipient Agreement with Envision Unlimited, NFP and authorizes payment of \$300,000.00 pursuant to funds received from Community Development Block Grant Entitlement Program (CDBG) from November 1, 2025, through October 31, 2026. The Mayor and City Clerk are authorized to execute the Subrecipient Agreement and any other necessary documents to effectuate this program on behalf of the City of Springfield.

**Section 2:** That the Office of Budget and Management is hereby authorized to pay \$300,000.00 to Envision Unlimited from account number 001-111-DEVL-CDBG-2110 pursuant to the terms and conditions of the Subrecipient Agreement under Agreement No. 25-SR-0102.

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

PASSED: \_\_\_\_\_, 2025

SIGNED: \_\_\_\_\_, 2025

RECORDED: \_\_\_\_\_, 2025

\_\_\_\_\_  
Mayor Misty Buscher

ATTEST: \_\_\_\_\_  
City Clerk Charles L. Redpath, Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

  
\_\_\_\_\_  
Office of Corporation Counsel/ Date

**OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT**  
**CITY OF SPRINGFIELD, ILLINOIS**  
**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ENTITLEMENT**  
**PROGRAM**  
**SUBRECIPIENT AGREEMENT**  
**NO. 25-SR-0102**

For

**Envision Unlimited**

by the  
OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT  
OF THE  
CITY OF SPRINGFIELD, ILLINOIS  
800 East Monroe, Room 107  
Springfield, Illinois 62701

PART I

## NOTICE OF GRANT AWARD

Inasmuch as the **Envision Unlimited, NFP** hereinafter called "Grantee," has satisfied all conditions precedent to the award of a Grant under HUD's Community Development Block Grant (CDBG) Program, the Office of Planning and Economic Development of the City of Springfield, Illinois, hereinafter called the "Office," is hereby making financial assistance available to the Grantee in an amount which does not exceed the sum of **Three Hundred Thousand and 00/100 Dollars (\$300,000.00)** in Community Development Block Grant (CDBG) Entitlement Program funds, CFDA No. 14.218. This Grant is for the purpose of undertaking activities in accordance with requirements of the federal CDBG Program administered by the Springfield Office of Planning and Economic Development. The Grantee agrees to use funds provided under this agreement to comply with the federal rules and requirements that govern the CDBG program and to prepare all necessary information required by the program. The Office has the authority to make such grants pursuant to the Housing and Community Development Act of 1974, as amended.

This Grant includes the following sections, all of which are incorporated into and made a part of this Grant:

Part I	Notice of Grant Award
Part II	Method of Compensation; Fiscal Recording/Reporting Requirements
Part III	Terms and Conditions Governing the Grant
Part IV	Assurances
Part V	Budget
Part VI	Description of Work

This Grant is to be used for the purpose of providing financial assistance to the Grantee named above in order to achieve, at the local level, one of HUD's three broad national objectives, namely, 1) benefit to low- and moderate-income persons; 2) prevention or elimination of slums or blight; or 3) meeting particularly urgent needs, by the undertaking of specific activities to insure measurable program benefits as described in Part VI, Description of Work. In utilizing this financial assistance, the Grantee shall comply with the Terms and Conditions, Assurances, and Budget set forth in this agreement.

Under penalties of perjury, the undersigned certifies that **36-2544178** is its correct Federal Employer Identification Number (FEIN). The organization does business as a:

Individual	Real Estate Agent
Sole Proprietorship	Governmental Entity
Partnership	Tax Exempt Organization [IRC 501(a) only]
Corporation	Trust or Estate
<b>X Nonprofit Corporation</b>	Medical/Health Care Service Provider Corporation

The Grantee is hereby authorized to incur costs against this Grant during the grant period beginning **November 1, 2025 to October 31, 2026**. Grantee's authorized signature below shall constitute acknowledgment of the Grantee's acceptance of this Grant and the terms and conditions, budget, and assurances set forth herein.

**GRANTEE**  
**Envision Unlimited, NFP**

**CITY OF SPRINGFIELD**  
**Office of Planning and Economic**  
**Development**

By: \_\_\_\_\_  
Mark McHugh, CEO  
Executive Director

By: \_\_\_\_\_ *GBM*  
Misty Buscher, Mayor  
City of Springfield

Date: \_\_\_\_\_

Date: \_\_\_\_\_

FEIN: **36-2544178**  
DUNS: **06-744-3267**  
UEI #: **P4SMKDME8335**  
**Project Dates: November 1, 2025, through October 31, 2026**

## PART II

### METHOD OF COMPENSATION, FISCAL RECORDING/ REPORTING REQUIREMENTS

1. Compensation to the Grantees. Payments pursuant to this Subgrant are subject to the availability of federal Community Development Block Grant Program funds and their appropriation or authorized expenditure under federal and local law.

For carrying out the program objectives as described in Part VI, Description of Work, the total compensation and reimbursement payable by the Office to the Grantee shall not exceed the sum of **Three Hundred Thousand and 00/100 Dollars (\$300,000.00)**. The total amount payable to the Grantee shall be paid upon the Office's approval of the Grantee's utilization of the project funds in conformance with the Grant Budget and with OMB Circular A-102, "Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments," and only for project costs which were necessary to complete the program objectives and which are eligible under and meet the provisions of OMB Circular A-87, "Cost Principles for State and Local Governments," and OMB Circulars A-122 and 24 CFR Part 85 as they relate to the acceptance and use of program funds by private nonprofit organizations.

It is expressly understood and agreed that in no event will the total compensation and reimbursement to be paid hereunder exceed the **Three Hundred Thousand and 00/100 Dollars (\$300,000.00)** for all of the activities or services required. This agreement does not authorize an expenditure of City of Springfield funds in excess of the amount authorized by the Springfield City Council unless the Springfield City Council specifically approves an additional expenditure. Grantee agrees and acknowledges that absent such prior approval, it proceeds at its own risk with no guarantee of payment if the amount billed to the City of Springfield exceeds the amount authorized by the Springfield City Council.

2. Method of Compensation. The method of compensation shall be in accordance with applicable state and federal laws relative to such compensation by which the Office is governed.

Unless otherwise specified under **Special Grant Conditions**, *infra*, Grantee shall be paid as follows: Payments will be subject to the initiation of an invoice/voucher by the Grantee. Payment shall be by reimbursement only. The Grantee shall maintain appropriate records of actual costs incurred and the beneficiaries of the project described in Part VI. Grantee shall submit to the Office a payment request complete with vouchers, receipts, an expenditure summary and the required statistical information detailed in **Special Grant Conditions**. The Grantee cannot be reimbursed for costs incurred against program activities in excess of the approved grant amount without prior approval of the Office in accordance with Part III, 1.b., of this Agreement.

If the Grantee expends funds contrary to the provisions of this Agreement, such action will

require the repayment of those funds, if the expenditure violates the Grantee's assurances or the statutory provisions. Overpayments of grant funds (unliquidated balance) shall promptly be refunded to the Office, accompanied by either the final expenditure summary report or the audit report. The Grantee agrees to repay the Office any funds that are determined by the Office to have been spent improperly. The Grantee agrees to incur costs only during the grant period defined in Part I of this Agreement. The Grantee agrees to request reimbursement of those costs within 30 days of the end of the grant period. The Office is not obligated to disburse funds after that time.

3. Fiscal Recording/Reporting Requirements. Grantee's financial management system shall be structured to provide accurate, current, and complete disclosure of the financial results of the grant program, in accordance with the reporting requirements contained below. Grantee shall be accountable for all funds received under this Grant and shall maintain effective control over all funds, equipment, property, and other assets acquired under this Agreement as required by the Office. Grantee shall keep records sufficient to permit the tracking of funds to a level of expenditure adequate to insure that funds have not been spent unlawfully or for disallowed costs.

4. Uniform Administrative Requirements and Financial Management.

a. A grantee which is a governmental entity (including public agencies) shall comply with the applicable requirements and standards of OMB Circular A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments"; OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (implemented at 24 CFR Part 84.26); and 24 CFR Part 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments".

b. A grantee which is not a governmental entity shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Nonprofit Organizations" or OMB Circular A-21 "Cost Principles for Educational Institutions," as applicable; and with 24 CFR Part 85. Applicable sections of the foregoing are set forth in 24 CFR 570.502.

c. The Grantee shall maintain records, in accordance with 24 CFR 85.20, that adequately identify the source and application of funds for grant-supported activities. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.

5. The Grantee shall on a per project basis submit to the Office a summary of beneficiaries of the project as described in **Special Grant Conditions** and a summary of the costs incurred and for program activities described in the budget set forth in Part V of this Agreement.

6. The Office reserves the right to conduct special audits, at any time during normal working hours, of funds expended under this Agreement.

### PART III

#### TERMS AND CONDITIONS GOVERNING THE GRANT

In addition to any special conditions which may appear in Part I, Notice of Grant Award, and in this part, the following general terms and conditions shall be applicable:

1. Modification and Amendment of Grant. This Grant is subject to revision as follows:

a. Modifications by Operation of Law

This Grant is subject to such modifications as may be required by changes in federal or state law or regulations promulgated pursuant thereto. Any such required modification shall be incorporated into and be made part of this Grant as fully as if set forth herein. The Office shall notify the Grantee of any pending implementation of, or proposed amendment to, such regulations which could affect the operation of the program, within a reasonable period of time after the Office is so notified.

b. Modifications in Budget

If the Grantee has reasons to believe that its operation for the grant period will vary from the amounts budgeted by program activity, it shall request approval of the Office in writing prior to the anticipated variation. Said request shall give the reasons for the anticipated variation, whether the total Grant shall be completed within the limits of the budget, and the suggested corrective action. In no event shall the Grantee make any change in program activity amounts which increases the total budget without prior approval of the Office. Failure of the Grantee to request approval of the Office of anticipated budget variations shall be deemed sufficient reason for the Office to disallow costs incurred at more than the amount budgeted for the program activity as set forth in Part V (Grant Budget), even if the total costs incurred are within the limits of the total grant budget. If the Office grants the budget revision, the Office shall give the Grantee a revised expenditures summary incorporating the change.

c. Other Modifications by Office or Grantee

If either the Office or the Grantee desires to modify the terms of this Grant other than as set forth in Paragraphs 1.a. and 1.b., above, written notice of the proposed modification shall be given to the other party. No modification shall take effect unless agreed to in writing by both the Office and the Grantee, except that if the Office gives the Grantee notice of a proposed modification without prior approval of the Grantee, the failure to object by the Grantee within thirty (30) calendar days shall be deemed acceptance by the Grantee, and the proposed modification shall be effective upon receipt by the Grantee.

#### d. Program Amendments

The Office will consider program amendments if they are necessitated by actions beyond the control of the Grantee. The Grantee shall request prior approval for all program amendments involving new activities or significant alteration of existing activities or beneficiaries. Approval will be subject to the following:

(1) New or significantly altered activities will be evaluated in accordance with the criteria applicable at the time of the original application.

(2) Consideration shall be given to whether a newly-proposed activity can be completed promptly.

2. Waivers. A waiver of any condition of this Grant must be in writing from the Director of the Office or his designee.

3. Monitoring and Evaluation. The Office will monitor and evaluate the progress of the grant activities authorized under this Agreement. Activities will be monitored for compliance with state and federal rules, regulations, and requirements periodically throughout the grant period. Activities will also be subject to monitoring and evaluation by the U.S. Department of Housing and Urban Development (HUD).

4. Programmatic Reports. Grantee will submit program progress and accomplishment reports as required by the Office in the Special Grant Conditions.

5. Sanctions. If the Office determines that the Grantee is not complying with the requirements of this Grant Agreement or other state or federal laws, the Office shall take whatever action it deems appropriate. Such action may include: (a) issuance of a warning letter, (b) conditioning a future grant, (c) directing Grantee to stop incurring costs, (d) requiring some or all Grant funds to be remitted to the Office, (e) reducing the levels of funds Grantee would otherwise be entitled to, and (f) electing not to provide future grant funds to the Grantee until appropriate actions have been taken to insure program compliance.

6. Suspension. If Grantee fails to comply with any of the terms or conditions of the Grant award, the Office may, after notice to the Grantee, suspend the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of Grant funds, pending corrective action by the Grantee or a decision to terminate in accordance with provision 7 hereof. The Office may determine to allow costs which the Grantee could not reasonably avoid incurring during the period of suspension, provided such costs were necessary for the conduct of the activity.

7. Termination. This Grant may be terminated as follows:

a. Termination Due to Loss of Funding

This Grant shall terminate in full or in part, at the discretion of the Office, in the event that the Office suffers a loss of funding or termination of the federal grant which permits it to fund in full or in part the Grantee so that it is unable to make payment to the Grantee. In the event the Office suffers such a loss of funding in full or in part, the Office shall give the Grantee written notice setting forth the effective date of full or partial termination, or, if a change in funding is required, setting forth the change in funding and any attendant changes in the approved budget.

b. Termination for Noncompliance with Grant Conditions

If the Office determines that the Grantee has failed to comply with the terms and conditions of the Agreement, the Office may terminate the Grant in whole, or in part, at any time before the date of completion. The Office shall promptly notify the Grantee in writing of this determination to terminate, reasons for such termination, and the effective date of the termination. Payments made to Grantee or recoveries by the Office shall be in accord with the legal rights and liabilities of the parties.

c. Termination for Convenience

The Office or the Grantee may terminate the Grant in whole or in part, when the Office and Grantee agree that continuation of the program objectives would not produce beneficial expenditures of funds. The Office and the Grantee shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Office shall allow full credit to the Grantee for the Office's share of the non-cancellable obligations, properly incurred by the Grantee prior to termination.

8. Audits and Inspections. The Grantee will, as often as deemed necessary by the Office or the Comptroller General of the United States, or any of their duly authorized representatives, permit the Office or Comptroller General of the United States, or any of their duly authorized representatives, to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this Grant for three years from the date of submission of the final expenditure report or until all audit findings have been resolved, whichever is later. The Grantee shall include in all its contracts under this Grant provision that the Office or Comptroller General of the United States, or any of their duly authorized representatives, will have full access to and the right to examine any pertinent books, documents, papers and records of any such contractor involving transactions related to the contract for three years from the final payment under this Agreement. A grantee receiving \$500,000 or more in federal funds during any given reporting period shall submit to the Office an

audit report for that period in accordance with the requirements of OMB Circular No. A-133.

9. City Not Liable. To the extent allowable by Illinois law, Grantee shall defend, indemnify and save the City of Springfield harmless from any and all loss, claims, demands and actions based upon or arising out of any service performed by the Grantee or by its associates and employees under this Agreement or in any way accruing against the City in consequence of this Agreement, or which may in any way result therefrom.

10. Interest of Public Officials and Employees. In addition to conflict of interest requirements in OMB Circulars A-102 and 24 CFR Part 85, no person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, governmental recipient, or nonprofit recipient (or of any designated public agency) that receives Community Development Block Grant amounts and who exercises or has exercised any functions or responsibilities with respect to assisted activities or who is in a position to participate in a decision-making process, gain inside information with personal or financial interest or benefit from the activity, may have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

11. Bonus or Commission. The Grantee shall not pay any bonus or commission for the purpose of obtaining approval of the application for the financial assistance provided for herein, or any other approval by the Office which may be necessary to accomplish program objectives.

12. Equal Employment Opportunity.

a. In carrying out the program, the Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or handicap. The Grantee shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Grantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or handicap.

b. The Grantee shall cause or require to be inserted in full in any contract and subcontract work, or modification thereof, all applicable Federal Equal Employment Opportunity Provisions.

13. Discrimination. The Grantee shall refrain from unlawful discrimination in employment and will undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination, in accordance with the Illinois Human Rights Act and applicable federal law.

14. Integration Clause. It is agreed between the parties that this Grant Agreement, with attachments, as written, is the full and complete agreement between the parties and that there are no oral agreements or understandings between the parties other than what has been reduced to writing herein.

15. Severability Clause. If any such provision under this Grant or its application to any person or circumstance is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of this Grant which can be given effect without the invalid provision or application.

16. Certifications. The Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the Grantee made an admission of guilt of such conduct which is a matter of record, nor has any official, agent or employee of the Grantee committed bribery or attempted bribery on behalf of the Grantee and pursuant to the direction or authorization of a responsible official of the Grantee. The Grantee further certifies that it has not been barred from bidding on or receiving state contracts as a result of illegal bid rigging or bid rotating, as defined in 720 Illinois Compiled Statutes 5/ 33E-3 and 33E-4, as amended.

17. Workmen's Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee shall provide Workmen's Compensation Insurance where the same is required, and shall accept full responsibility for the payment of unemployment insurance, premiums for Workmen's Compensation, Social Security, and retirement and health insurance benefits, as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

18. Assurances. The Grantee shall comply with all requirements of the U.S. Department of Housing and Urban Development pertaining to the acceptance and use of federal Community Development Block Grant funds as promulgated in 24 CFR Part 570.

19. Interest on Grant Funds. All income earned on funds held by the Grantee under this Grant shall become part of the grant principal when earned in accordance with 24 CFR 85.25; however, income earned on grant funds may be retained by the Grantee when, in the opinion of the Office, the cost of accounting for the income or allocating the income to the grant principal is significant in comparison to the income earned.

20. Grant Close-out. The Grantee shall submit any required close-out documents or within 30 days of the expiration of the Grant Agreement, whichever occurs first, refund to the Office any balance of funds which were unobligated at the end of the grant period.

21. Special Grant Conditions. In addition to the general terms and conditions that appear in this Part, the Special Grant Conditions noted below are hereby incorporated into this Agreement.

22. Program Income. Program income is defined as gross income received by the Grantee that has been directly generated from the use of CDBG funds as defined in 24 CFR 570.500. When program income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used. The Special Grant Conditions shall specify whether program income received is to be returned to the Office or retained by the Grantee. Where program income is to be retained by the Grantee, the Special Grant Conditions shall specify the activities that will be undertaken with the program income. All provisions of this Agreement shall apply to the specified activities. When the Grantee retains program income, transfers of grant funds by the Office to the Grantee shall be adjusted according to the principles described in 24 CFR 570.504. Program income on hand when this Agreement expires or is terminated, or received after the Agreement's expiration, shall be paid to the Office as required by the Special Grant Conditions.

23. Personal Property Management. The management of all personal property acquired with CDBG funds shall conform to the standards contained in Attachment N of OMB Circular No. A-110, except for paragraph 3 concerning standards for real property and except that paragraphs 6 and 7 are modified so that:

- a. In cases in which personal property is sold, the proceeds shall be program income; and
- b. Personal property not needed by the Grantee for CDBG activities shall be transferred to the Office or shall be retained after compensating the Office.

24. Equipment Purchases. Subject to the obligations and conditions contained in 24 CFR 85.32, title to equipment acquired pursuant to this Agreement will vest in the Grantee. The Grantee shall maintain an inventory log of all such equipment in accordance with 85.32(d). Such equipment may be used by the Grantee in the activity for which it was acquired as long as needed and whether or not the activity continues to be supported by CDBG funds.

25. Procurement Procedures. Grantee shall conduct procurement transactions so as to provide full and open competition which is consistent with the standards contained in 24 CFR 85.36.

26. Contract Provisions. Grantee shall comply with the following provisions as applicable. All contracts awarded by Grantee shall contain the following provisions as applicable.

(a) Equal Employment Opportunity-All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations as 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(b) Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c, as amended)-All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).

(c) Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7, as amended)-When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor, In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

(d) Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333, as amended)-Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contents for transportation or transmission of intelligence.

(e) Rights to Inventions Made Under a Contract or Agreement-Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Invention Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and cooperative Agreements,” and any implementing regulations issued by HUD.

(f) Clean Air Act (42 U.S.C. 7401 et seq. , as amended) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended-Contracts and subgrants of amounts in excess

of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

(g) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352, as amended)-Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosure are forwarded from tier to tier up to the recipient.

(h) Debarment and Suspension (E.O.s 12549 and 12689)-No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase thresholds shall provide the required certification regarding its exclusion status and that of its principal employees.

(i) Drug-Free Workplace Requirements-The Drug-Free Workplace Act of 1988 (42 U.S.C. 701, as amended) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 24, subpart F.

(j) Pursuant to section 38.15 of the City Code, public works projects in excess of \$50,000 require a project labor agreement.

(k) All labor will be reported through EPrism software. The contractors must register and report the prevailing wage through this system in order to be compliant with the Grant conditions and receive reimbursement.

(l) This Agreement calls for construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages"

## SPECIAL GRANT CONDITIONS

1. Compensation. The Office will reimburse Grantee based on the submission of payment requests that demonstrate the incurrence of direct costs that have been paid by Grantee.
2. Program Income. All activity-generated program income shall be returned to the Office.
3. Programmatic Reports. The Grantee shall make per project reports to the Office regarding the terms and conditions of the Agreement, including progress made toward meeting HUD's national objective of benefit to low to moderate income households.
4. Davis-Bacon. If the Grantee will enter into a third-party construction contract to accomplish all or any part of the work authorized by this Agreement and the provision of the Davis-Bacon Act (DBA) shall apply when applicable.
5. Project Labor Agreement Pursuant to section 38.15 of the City Code, public works projects in excess of \$50,000 require a project labor agreement.
6. Environmental Review No funds (HUD or non-HUD sources) will be committed until after the completion of the environmental review process and is dependent on the evaluation from the environmental review process.
7. Reporting payroll through EPRISM software. All labor will be reported through EPrism software. The contractors must register and report the prevailing wage through this system in order to be compliant with the Grant conditions and receive reimbursement.
8. Illinois Prevailing Wage Any agreement to provide an amount of \$25,000 or greater of tax increment funds or **other public funds** entered into by the city with a redeveloper for the purpose of implementing a redevelopment plan or project under 65 ILCS 5-74.4-1 et seq. shall include a provision, unless otherwise approved by a majority vote of the city council, requiring all contracts for work to be performed within the redevelopment project area and which is funded by public funds to comply with the Illinois Prevailing Wage Law.
9. Conditions Precedent to this Agreement. As a condition precedent to this Agreement, the organization shall notify the City of any potential or pending claims or violations against the organization. In addition, the nonprofit organization must be in responsible financial standing. No applicant will be awarded funds until the financial administration of all active or prior grants or contracts are current. This includes the submission of all required financial information. All bills of collection and funds due the City must be paid.

PART IV  
ASSURANCES

The Grantee hereby assures and certifies with respect to this Agreement that:

1. Grantee possesses legal authority to apply for the Grant and to execute the proposed program.
2. Grantee's governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the application for this Grant, including all understandings and assurances contained herein and directing and authorizing the person identified as the official representative of the applicant to act in connection with this Agreement and to provide such additional information as may be required.
3. Grantee certifies that no renovation, major rehabilitation or conversion activity funded by this Grant will:
  - a. Have an adverse effect on property which is 1) listed on the National Register of Historic Places, 2) located in an historic district, 3) located immediately adjacent to a property which is listed on the Register, or 4) deemed by the State Historic Preservation Officer (SHPO) to be eligible for listing on the Register;
  - b. Take place in a 100-year floodplain designated by map by the Federal Emergency Management Agency (FEMA), unless the community in which the area is situated is participating in the National Flood Insurance Program and regulations thereunder, or less than a year has passed since FEMA notification regarding such hazards, in which case the Grantee ensures that flood insurance on the structure has been obtained;
  - c. Jeopardize the continued existence of an endangered or threatened species as designated by the U.S. Department of the Interior (Fish and Wildlife Service) or the U.S. Department of Commerce (National Marine Fisheries Service) or affect the critical habitat of such a species;
4. Grantee will comply with the applicable requirements of the Lead-Based Paint Poisoning Prevention Act and implementing regulations at 24 CFR Part 35.
5. Grantee will not employ, award contracts to, or otherwise engage the services of a contractor during a period in which that contractor is debarred, suspended or otherwise given ineligibility status under the provisions of 24 CFR Part 24.
6. Grantee will comply with the Uniform Federal Accessibility Standards (24 CFR Part 40, Appendix A) for major rehabilitation or conversion activities.

7. Regarding nondiscrimination, Grantee will comply with the following:

(a) 42 U.S.C. 5309, as amended, which provides that no person in the United States shall, on the grounds of race, color, national origin, sex, age or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Community Development Block Grant funds made available pursuant to the Act;

(b) The Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., as amended), which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance;

(c) The Civil Rights Act of 1968 (42 U.S.C. 3601 et seq., as amended), popularly known as the Fair Housing Act, which provides that the policy of the United States is to ensure, within constitutional limitations, fair housing throughout the United States, and which prohibits any person from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including otherwise making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status;

(d) Executive Order 11063, as amended by Executive Order 12259, directing HUD to take all actions necessary and appropriate to prevent discrimination because of race, color, religion (creed), sex, or national origin in the sale, leasing, rental, or other disposition, of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities are, among other things, provided in whole or in part with the aid of loans, advances, grants, or contributions agreed to be made by the federal government. HUD regulations implementing Executive Order 11063 are contained in 24 CFR Part 107;

(e) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07, as amended) and the prohibitions against discrimination against handicapped individuals under the Rehabilitation Act of 1973 (29 U.S.C. 701 et seq., as amended);

(f) The requirements of Executive Order 11246 and the regulations issued under the Order at 42 CFR Chapter 60; and

(g) Requirements of Executive Orders 11625, 12432 and 12136. The Grantee must make efforts to encourage the use of minority and women's business enterprises in connection with activities funded under this program.

8. Grantee will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with

the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

9. Grantee will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

10. The Grantee agrees that no funds granted hereunder shall be used for any partisan or nonpartisan political activity or to further the election or defeat of any candidate for public office, nor shall they be used in any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any election or in any voter registration activity.

11. Grantee will give the Office, HUD and the Comptroller General through any authorized representatives access to and the right to examine all records, books, papers, or documents related to the Grant.

12. Grantee will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify HUD of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

13. Grantee will comply with the flood insurance purchase requirements of Section 102(e) of the Flood Disaster Protection Act of 1973, P. L. 93-234, 87 Stat. 975, and approved December 31, 1973. Section 103(a) required, on or after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the U. S. Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

14. Grantee will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 and Archeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq., as amended) by:

(a) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR 800.8) by the proposed activity, and

(b) Complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

15. Grantee will conduct eligible project activities in such a manner as to protect fully prime agricultural farm land from irreversible conversion to uses which result in its loss as an environmental or essential food production resource.

16. Grantee agrees to take affirmative action to ensure that no unfair practice is committed, in accordance with the Illinois Human Rights Act (775 Illinois Compiled Statutes, 5/1-101, et seq., as amended).

17. Grantee agrees that any buildings for which any Grant amounts are used for renovation, conversion, or major rehabilitation will meet the local government's standard of being in safe and sanitary condition.

18. Grantee agrees that any real property under the Grantee's control that was acquired or improved in whole or in part with Community Development Block Grant funds in excess of \$25,000 shall be used to meet one of the national objectives in 24 CFR 570.208 until five years after expiration of this agreement or disposed of in a manner that results in the Office being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to non-CDBG funds.

19. Grantee agrees that all laborers and mechanics employed by contractors or subcontractors on construction work financed in whole or in part with assistance received under the Grant shall be paid wages at rates not less than those prevailing on similar construction activities in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, 3142, as amended). By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701, et seq., as amended) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains eight (8) or more units.

20. Grantee certifies, to the best of his or her knowledge and belief, that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code, as amended. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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PART V

BUDGET

PROGRAM ACTIVITY	AMOUNT BUDGETED
<b>A/C and Mini Split Replacements for entire building Hope Springs Apartments 1135 N. 9<sup>th</sup> Street Springfield, IL</b>	<b>\$300,000</b>
<b>TOTAL CDBG FUNDS:</b>	<b>\$300,000</b>

PART VI

DESCRIPTION OF WORK

I. Description

Grantee is a local, private nonprofit corporation which is incorporated under the General Not for Profit Corporation Act of the State of Illinois. During the grant period, which began **November 1, 2025 and ends October 31, 2026**, the Grantee will receive from the Office a grant in an amount which does not exceed the sum of **Three Hundred Thousand and 00/100 Dollars (\$300,000.00)** in Community Development Block Grant (CDBG) funds to replace the A/C and Mini Splits for the entire building located at 1135 N. 9<sup>th</sup> Street Springfield, IL 62702

This activity is eligible for the use of the City's CDBG Public facility funds under Public Facility and Improvements 570.201(c). Acquisition, construction, conversion, reconstruction, rehabilitation or installation of public improvements or facilities (except for buildings for the general conduct of government)

II. Project Management

This activity will be administered by Emily Powell, VP of Supportive Housing Development

III. Project Activities Summary

<u>Activities</u>	<u>CDBG</u>	<u>Total</u>
A/C and Mini Split Replacement at Hope Springs Apartments 1135 N. 9 <sup>th</sup> Street Springfield, IL	\$300,000	\$300,000

**All work must be paid at Prevailing WAGE- Prevailing Wage reports must be submitted with Payout Requests**

DEPOSITORY/AUTHORIZED SIGNATURE DESIGNATION FORM

**Envision Unlimited**  
SUBRECIPIENT AGREEMENT NO: 25-SR-0102

The following individuals are designated as authorized signatories for the following grant documents:

The following individuals are designated as authorized signatories for the following grant Documents:

Grant Awards\*

Mark McHugh, CEO

---

Invoice Vouchers\*

Stella Yoon, Director of Financial Planning

---

Expenditure Summary and  
Payment Request Form\*

Dennis James, CFO

---

\* Use additional pages if necessary.

ORDINANCE FACT SHEET

DATE OF 1st READING: 10/07/2025

OFFICE REQUESTING: OPED

CONTACT PERSON: Julia Cave

PHONE NUMBER: 217-789-2377

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

FISCAL IMPACT: \$300,000

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING A SUBRECIPIENT AGREEMENT WITH ENVISION UNLIMITED, NFP FOR A/C AND MINI SPLIT REPLACEMENTS FOR HOPE SPRINGS APARTMENTS LOCATED AT 1135 N. 9TH STREET USING CDBG FUNDS IN AN AMOUNT NOT TO EXCEED \$300,000

CONTRACTOR / VENDOR NAME: Envision Unlimited VENDOR NO: VC\*8452

CONTRACT TERM: 11/1/2025-10/31/2026 Change in Scope Yes [ ] No [checked]

CONTRACT AMOUNT: \$300,000 (Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one)

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

Previous Ord #'s
Is Purchasing Agent approval required? No [ ] Yes [checked]
Is Purchasing Agent approval attached? No [ ] Yes [checked]

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

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

Table with 6 columns: Fund, Agency, Org, Activity, Object, Amount. Row 1: 001, 111, DEVL, CDBG, 2110, \$300,000.

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

STAFF ANALYSIS

AN ORDINANCE AUTHORIZING A SUBRECIPIENT AGREEMENT WITH ENVISION UNLIMITED, NFP FOR A/C AND MINI SPLIT REPLACEMENTS FOR HOPE SPRINGS APARTMENTS LOCATED AT 1135 N. 9TH STREET USING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN AN AMOUNT NOT TO EXCEED \$300,000. THE ENTIRE BUILDING A/C AND MINI SPLITS WILL BE REPLACED.

FUNDS CHECK BY: Courtney Heinzel Date: 2025.09.26 14:29:27 -05'00'

DIRECTOR / SUPERVISOR: Rasing, Amy A. Date: 2025.09.26 11:15:38 -05'00'

CITY PURCHASING AGENT: Anthony R Quinones Date: 2025.09.26 14:44:03 -05'00'

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

Ramona Metzger Date: 2025.09.29 12:14:05 -05'00' (Director of OBM)

2025-420

**AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE CAPITAL EQUIPMENT BOND FUND REVENUE IN AN AMOUNT OF \$403,469.05 AND THE PURCHASE OF (10) TEN POLICE INTERCEPTORS AND (1) ONE F150 POLICE RESPONDER FROM MORROW BROTHERS FORD, 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 of (10) ten Police Interceptors and (1) one F150 Police Responder for the Springfield Police Department from Morrow Brothers Ford, Inc. in an amount not to exceed \$660,357.00; and

**WHEREAS**, the Springfield Police Department needs a supplemental appropriation of \$403,469.05 to cover these charges; and

**WHEREAS**, it is in the best interest of the City to approve the supplemental appropriation and the purchase.

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

**Section 1:** That the City Council hereby authorizes a supplemental appropriation using Capital Equipment Bond Fund Revenue in the amount of \$403,469.05, not to exceed a total of \$660,357.00 for the Springfield Police Department.

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

<b>FROM REVENUE ACCOUNT</b>	<b>AMOUNT</b>
094-107-GENC-24GO-0305	\$403,469.05
 <b>INTO EXPENDITURE ACCOUNT</b>	 <b>AMOUNT</b>
094-112-POLC-24GO-1502	\$403,469.05

**Section 3:** That the Office of Budget and Management is authorized to pay for the vehicles from the following expenditure accounts.

<b>INTO EXPENDITURE ACCOUNT</b>	<b>AMOUNT</b>
094-112-POLC-24GO-1502	\$403,469.05
001-112-POLC-POPR-1502	\$15,344.00
070-112-POLC-FOFR-1502	\$36,000.00
077-112-POLC-JA24-1502	\$66,639.95
077-112-POLC-JA25-1502	\$78,904.00
001-112-POLC-DUIF-1502	\$60,000.00

**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 and recording by the City Clerk.

**PASSED:** \_\_\_\_\_, 2025

**SIGNED:** \_\_\_\_\_, 2025

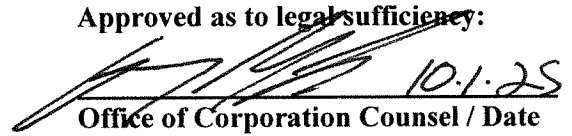
**RECORDED:** \_\_\_\_\_, 2025

\_\_\_\_\_  
Mayor Misty Buscher

**ATTEST:** \_\_\_\_\_  
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher


 10.1.25  
Office of Corporation Counsel / Date



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

**MEMORANDUM**

**TO:** Calvin Gaskill

**FROM:** Anthony Quinones 

**DATE:** September 24, 2025

**SUBJECT:** Request for Exemption from Competitive Bidding

I have reviewed the Ordinance Fact Sheet with Morrow Brothers Ford, Inc., for purchase of ten (10) new 2025 Police Interceptors and one (1) new 2025 Ford F150 Police Responder in an amount not to exceed \$660,357.00 for the Springfield Police Department.

While not currently the State Joint Purchase Contract holder for Ford police vehicles, vendor is willing to provide new purchase vehicles at same pricing as vehicles that are on present order.

In accordance with the requirements of Section 38.38(a) and/or Section 38.41 of the Purchasing Code of the City of Springfield pertaining to Competitive Sealed Proposals, I have determined that it would be neither practical nor advantageous to the City to utilize the Sealed Competitive Bid process to obtain bids for these goods or services. Based on my determination, this procurement is exempt from the City's requirement for Sealed Competitive Bids.

**Gaskill, Calvin M.**

---

**From:** Richie Wellenkamp <Richie@morrowbrothersfordinc.com>  
**Sent:** Thursday, September 18, 2025 3:30 PM  
**To:** Dodd, Andrew J.  
**Cc:** Behl, Joseph; Gaskill, Calvin M.; Leach, Ryan  
**Subject:** Re: Spd Squads  
**Attachments:** Springfield PD 25 W1P09182025.pdf; 2025 Police Responder Standard Equipment.pdf

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

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

All,

To keep things simple, I will honor the same price for the Interceptors as your present order we are preparing.

The F150 Responder quote is attached.

Let me know if you have any questions.

Thank you,

Richie Morrow Wellenkamp  
Fleet/Government Sales Mgr.  
Morrow Brothers Ford, Inc.  
P: [REDACTED]  
Dealer: 53V491  
[www.morrowbrothersfordinc.com](http://www.morrowbrothersfordinc.com)

On Tue, Sep 16, 2025 at 11:42 AM Dodd, Andrew J. <[Andrew.Dodd@springfield.il.us](mailto:Andrew.Dodd@springfield.il.us)> wrote:  
Richie,

We are getting approval for and additional 10 patrol vehicles and a F-150. Can you send me a price sheet for the Patrol vehicle's spec'd out exactly like the ones we are currently getting, and for an F-150 like the one we picked up earlier this year? Once I get this info we will be able to get started on our end with the approval though City Council which shouldn't take too long.

Deputy Chief Andrew Dodd  
Admin Services Division  
Springfield Police Department  
800 E. Monroe



WWW.MORROWBROTHERSFORDING.COM

1011 Main Street, Springfield, IL 62761

217-788-8360 Fax: 217-788-8361 Email: info@mbf.com

March 7, 2025

Joshua Stuenkel  
Deputy Chief of Police  
Springfield Police Department  
O: 217-788-8360 ext. 4436  
C: 217-303-2462  
Joshua.Stuenkel@springfield.il.us

We propose the following for your consideration.

**1-New 2025 Police Interceptor Utility AWD**

- Exterior Color White
- Cloth Front Bucket Seats
- 51R Driver's Side LED Spotlight
- 68G Rear Locks/Windows D.C.
- New MP License/Title
- Vehicle warning equipment per attached page
- All standard equipment per attached page

Illinois Government Price \$59,638.00\* Each

Units are presently in stock\* and available first come first serve. All trade in vehicles are welcome. Let me know if you have any questions.

Thank you,

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

Customer Acceptance: *[Signature]*  
Date of Acceptance: *April 7, 2025*

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

~~2025-421~~

~~1011 Main Street~~

2025-421



WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • GREENFIELD IL 62044

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

September 18, 2025

Deputy Chief Andrew Dodd  
Springfield Police Department  
Office (217) 788-8331 Ext. 4235  
Cell (217) 898-6493

We propose the following for your consideration.

**1-New 2025 F150 Police Responder Crew Cab 4x4**

- Exterior Color YZ White
- Cloth Front Bucket Seats
- Vinyl Rear Bench Seat
- Platform Running Boards
- Remote Keyless Entry w/4 Fobs
- Driver's Side LED Spotlight
- Power Heated Mirrors
- Dark Tint Heated Rear Glass
- Rear Windows/Locks Driver Controlled
- MP License/Title, All other standard equipment
- IL. Contract 21-416-P-29479, Stk. 12603

Illinois Government Price \$63,977.00 \*

Unit is in stock\* at the time of this quote and available first come first serve. All trade in vehicles are welcome regardless of miles or condition. Let me know if you have any questions.

Thank you,

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

Customer Acceptance: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

To proceed please submit this page along with a purchase order and a copy of your Illinois Tax Exempt Letter.



WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • GREENFIELD IL 62044

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

## Springfield Police Truck Warning Equipment

\*Fully Populated Whelen DUO Super LED Interior Light Bars\*

All Linear Super LED Light Heads Red/Blue

Super LED Take-Down, Full Scene Lighting

Integrated Traffic Advisor, R/B/W – R/B/A

Whelen Full Feature Siren

Wail, Yelp, Priority, Horn, PA.

Integrated Light Controls

100-Watt Siren Speaker w/Bracket

Auxiliary Red/White Dome Light

4 Grille LED Warning with 4-Corner LED Warning

Tracer Low LED Side Warning

Under Mirror Intersection LED Side Warning

Front Prisoner Partition, Blac-Rac AR Weapons Rack w/Timer

Havis Console w/Arm Rest/Cup Holders/2-12 Volt and 1 USB Power Outlets

Dock Mount w/Charge Guard, Install customer Radio(s), and Docking Station

All Parts, Labor and Professional Installation

Customer Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

Notes: \*May substitute interior lightbars for exterior lightbar at no charge.

Springfield IL, 62701  
Office (217) 788-8331 ext #4235  
Cell (217) 898-6493

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

Emergency Passage in order to expedite replacement of recently decommissioned Patrol Interceptors due to Mechanical and Safety Issues.

FISCAL IMPACT: \$660,357.00

SUGGESTED TITLE: Ordinance Authorizing Supplemental Appropriation in amount of \$403,469.05 from The Capital Equipment Bond Fund Revenue and Authorization to Purchase (10) Police Interceptors and (1) F150 Police Responder in an Amount Not To Exceed \$660,357.00 from Morrow Brothers Ford Inc. for SPD

CONTRACTOR / VENDOR NAME: Morrow Brothers Ford, Inc. VENDOR NO: VC\*0MOR4945

CONTRACT TERM: \_\_\_\_\_ Change in Scope Yes  No

CONTRACT AMOUNT: \$660,357.00  
(Original amount if change order)                      Change Order #                      Additional Amount

Method of Purchase (check one)

- Low Bid                       Other: \_\_\_\_\_  
 Low Bid Meeting Specs     Exception: JP-State Bid  
 Low Evaluated Bid        Code Provision: \_\_\_\_\_

Previous Ord #'s \_\_\_\_\_

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

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

REVENUE						
Fund	Agency	Org	Activity	Object	Amount	
1	094	107	GENC	24GO	0305	403,469.05
2						
3						
4						

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	094	112	POLC	24GO	1502	403,469.05
2	001	112	POLC	POPR	1502	15,344.00
3	070	112	POLC	<u>FORF</u>	1502	38,000.00
4	077	112	POLC	JA24	1502	66,639.95
	077	112	POLC	JA25	1502	\$78,904.00

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.) 001 - 112 - POLC - DUIF - 1502 - \$60,000.00

Price Quotes for Interceptors and F150 Responder

STAFF ANALYSIS

Supplemental Appropriation from remaining Capital Equipment Bond Fund Revenue for \$403,469.05 for additional Police Interceptor Purchases. Remaining balance of Purchase to be covered by the additional budget lines listed above.

- (10) 2025 Police Interceptors at \$59,638.00 each.
- (1) 2025 F150 Police Responder at \$63,977.00

FUNDS CHECK BY: C. Heingel  
 DIRECTOR / SUPERVISOR: D.C. Red  
 CITY PURCHASING AGENT: \_\_\_\_\_  
 SIGN OFF: \_\_\_\_\_  
(Mayor's Signature)

Date: 09/24/2025  
 Date: 9/24/25  
 Date: 9/24/2025  
 \_\_\_\_\_  
(Director of OBM)

**AN ORDINANCE DIRECTING THE SALE AND AUTHORIZING ACCEPTANCE OF A PROPOSAL UNDER RFP CS26-25 AND EXECUTION OF AN AGREEMENT WITH \_\_\_\_\_ FOR PURCHASE OF CITY-OWNED PROPERTY CONSISTING OF ONE PARCEL LOCATED AT 1415 NORTH GRAND AVENUE EAST (COMMONLY KNOWN AS ROBIN ROBERTS STADIUM) IN THE AMOUNT OF \$ \_\_\_\_\_**

**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 located at 1415 North Grand Avenue East (commonly known as Robin Roberts Stadium) over matters pertaining to its government and affairs; and

**WHEREAS**, the City owns certain real property located at 1415 North Grand Avenue East (commonly known as Robin Roberts Stadium), and legally described on Exhibit A attached hereto and incorporated herein (the "Real Property"); and

**WHEREAS**, the City wishes to dispose of the Real Property by sale for cash or other valuable consideration; and

**WHEREAS**, pursuant to 65 ILCS 5/11-76-2, the City may sell the Real Property by inviting proposals for the purchase of the Real Property by publishing notice for three successive weeks in a newspaper published by the City; and

**WHEREAS**, the City's Purchasing Agent has published such notice of sale and request for proposals providing for the terms and conditions set for in RFP CS26-25; and

**WHEREAS**, proposals of property for (CS26-25) were sought by \_\_\_\_\_, and returned to the City of Springfield, Sangamon County, Illinois, by \_\_\_\_\_, 2025; and

**WHEREAS**, in response to the City's request for proposals CS26-25, the City received \_\_\_\_\_ number of total proposals to purchase the Real Property;

**WHEREAS**, it is in the best interests of the City to accept the proposal and enter into an Agreement with \_\_\_\_\_ for sale of city-owned property located at 1415 North Grand Avenue East (commonly known as Robin Roberts Stadium) upon the following terms and conditions; and

**WHEREAS**, the Agreement for Sale of Property if applicable shall be located in the Office of the City Clerk.

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

**Section 1:** That at least two-thirds of the City Council hereby authorizes acceptance of a proposal under CS26-25 and authorizes execution of an Agreement for Sale of Property located at 1415 North Grand Avenue East (commonly known as Robin Roberts Stadium) and legally described on attached Exhibit A in the amount of \$ \_\_\_\_\_.

**Section 2:** That the Mayor and City Clerk are hereby authorized and directed to execute this ordinance, the Agreement for Sale of Property, the deed and all other necessary documents to complete the sale on behalf of the City.

**Section 3:** That the Office of Budget and Management is hereby directed to deposit the amount of \$ \_\_\_\_\_ into revenue account 001-107-BMGT-ACCT-0242.

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

PASSED: \_\_\_\_\_, 2025

SIGNED: \_\_\_\_\_, 2025


RECORDED: \_\_\_\_\_, 2025

\_\_\_\_\_  
Mayor Misty Buscher

ATTEST: \_\_\_\_\_  
City Clerk Charles L. Redpath, Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

  
10.3.25  
Office of Corporation Counsel / Date  
Ⓢ Will be sufficient once awarded after bids are opened.

**ORDINANCE FACT SHEET**

**ORD. REQUEST FORM NO:** \_\_\_\_\_  
**DATE OF 1ST READING:** 10/7/2025

**OFFICE REQUESTING:** Office of Corporation Counsel      **CONTACT PERSON:** GREGORY MOREDOCK  
**PHONE NUMBER:** 217-789-2393

**EMERGENCY PASSAGE:** No  Yes  If yes, explain justification.  
 \_\_\_\_\_  
 \_\_\_\_\_

**TYPE OF ORDINANCE:** RFP CS26-25      **FISCAL IMPACT:** \$  
 (If amending a previous ordinance, please attach a copy of the previous ordinance)

**SUGGESTED TITLE:**  
 AN ORDINANCE DIRECTING THE SALE AND AUTHORIZING ACCEPTANCE OF A PROPOSAL UNDER RFP CS26-25 AND EXECUTION OF AN AGREEMENT FOR THE PURCHASE OF CITY OWNED PROPERTY LOCATED AT 1415 NORTH GRAND AVE. EAST COMMONLY KNOWN AS ROBIN ROBERTS STADIUM

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

**Method of Purchase (check one)**      **Previous Ord #'s** \_\_\_\_\_  
 Low Bid       Other: RFP CS26-25      Is Purchasing Agent approval required? No  Yes   
 Low Bid Meeting Specs       Exception: \_\_\_\_\_      Is Purchasing Agent approval attached? No  Yes   
 Low Evaluated Bid      Code Provision: \_\_\_\_\_

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

**FUNDS CHECK BY:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**DIRECTOR / SUPERVISOR SIGNATURE** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**CITY PURCHASING AGENT:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**COMMENTS**  
 FINAL FACT SHEET WILL BE PROVIDED AT A LATER DATE.

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