

AN ORDINANCE APPROVING TWENTY-EIGHT (28) SEPARATE FARM LEASES WITH VARIOUS TENANTS FOR A ONE-YEAR TERM, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, the City of Springfield Office of Public Utilities Water Division Land and Water Resources Department leases approximately 6,554.85 acres, used for pasture, corn, soybeans, wheat, alfalfa, clover, and grass, and wooded acres to various tenants under separate leases, and

WHEREAS, the City desires to enter into new one-year farm lease agreements with said tenants, the terms for which will expire on February 28, 2027, unless canceled in accordance with the lease provisions, and

WHEREAS, this Ordinance approves and authorizes execution of twenty-nine (29) separate farm lease agreements, copies of which shall be on file with the City Clerk.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and authorizes the execution of twenty-eight (28) separate Farm Lease Agreements, copies of which shall be on file with the City Clerk, on behalf of the Land and Water Resources Department.

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

Section 3. This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

PASSED: \_\_\_\_\_, 2026

SIGNED: \_\_\_\_\_, 2026

RECORDED: \_\_\_\_\_, 2026

\_\_\_\_\_  
MAYOR

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

Approved as to legal sufficiency:

  
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

**Office of Public Utilities  
ORDINANCE DISCUSSION SHEET**

**VENDOR/AWARD:**

CONTRACTOR NAME: N/A (Farm Leases-- 28)  
CONTRACT AMOUNT: \$-666.442.50  
TYPE OF AWARD: Farm Leases Hunter Lake Leases

**PRIOR ORDINANCE INFORMATION:**

Most recent: Ord. 105-03-25, 27 Farm Leases, \$661,129.00

**INFORMATION:**

This is a standard, recurring ordinance of farm leases.

This Ordinance approves twenty-eight (28) separate farm leases with various tenants for a one-year term of the Land and Water Resource Department. Under these leases, the City will lease a total of approximately 6,554.85 acres, used for corn, soybeans, wheat, alfalfa, clover, grass and wood acres.

Some acreage qualifies for the United States Department of Agriculture Conservation Reserve Program ("CRP"). The CRP program will cover approximately 663 acres of the aforementioned total acreage. CRP compensates farmers for planting permanent areas of grass and/or trees on sensitive cropland that need protection from erosion and wind or areas where vegetation can improve water quality or provide food and habitat for wildlife. Eligible farmers receive annual CRP rentals payments, incentive payments for certain activities, and cost-share assistance to establish protective vegetation. Five (5) buildings and three (3) grain bins are leased.

This lease will expire on February 28, 2027, unless canceled in accordance with the lease provisions. The annual income from all leases will be \$666,442.50. Lease payments are made either annually or semiannually, depending upon lease provisions.

All leases contain a provision that allows the City to terminate the lease for purposes of inundation or sale of land and the City retains the right to enter upon the land for purposes of conducting inspections, investigations, surveys, and studies.

# ORDINANCE REQUEST FORM

1146

PAGE 1 OF 1

No. LW 1178

ORIGINATOR: Dan Brill  DATE: 1-13-2026  
 DIVISION HEAD: Todd LaFountain  part 2<sup>8</sup>  
 CONTRACT NO: \_\_\_\_\_  
 TITLE: AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF TWENTY-NINE (29) FARM LEASES WITH  
 VARIOUS TENANTS FOR A ONE YEAR TERM FOR THE CITY OF SPRINGFIELD, OFFICE OF PUBLIC UTILITIES

VENDOR NO: \_\_\_\_\_ VENDOR NAME: \_\_\_\_\_ AMOUNT: \_\_\_\_\_  
 DESCRIPTION AND COMMENTS: This is a request to authorize renewal of (28) farm leases constituting 6,554.85 acres. Total income of \$666,442.50. The farm lease tenants are leasing City of Springfield property (Hunter Lake) for agricultural purposes and recreation. Selected acreage is also enrolled in the USDA Conservation Reserve Program (CRP). All leases are for a one year period, March 1, 2026 – last day of February, 2027. All leases contain a provision that allows the City to terminate the lease for purposes of inundation or sale of land and the City retains the right to enter upon the land for purposes of conducting inspections, investigations, surveys and studies.

BID PERIOD: \_\_\_\_\_ METHOD OF PURCHASE: (CIRCLE ONE) ORDINANCE TOTAL: \$ (666,442.50)  
 RECOMMENDED FILING DATE: 1/13/2026 LOW BID LOW BID MEETING SPECS MATERIAL TOTAL: \_\_\_\_\_  
 OTHER: \_\_\_\_\_ LABOR TOTAL: \_\_\_\_\_

PURCHASING AGENT APPROVAL REQUIRED YES \_\_\_ NO \_\_\_

ENGINEER EST: \_\_\_\_\_

EXCEPTION COMMENTS:	P.A. SIGNATURE:
CITY PURCHASING AGENT:	DATE:
FUNDS CHECKED BY:	P.O. APPROVED BY:
SUPERVISOR SIGNATURE:	
SIGNATURE BY:	DIRECTOR OR DESIGNEE:

#	FUND	AGCY	ORGAN	ACTIVITY	OBJECT
1.	101	100	BC	5884	C131 Farm
2.	102	100	BC	7692	C131 Farm
3.					
4.					

ENTRY: \_\_\_\_\_ BUDGET: \_\_\_\_\_ PURCHASING: \_\_\_\_\_ ORDINANCE CORD: \_\_\_\_\_ ADMIN. ASST: \_\_\_\_\_ DIRECTOR: \_\_\_\_\_ COMPTROLLER: \_\_\_\_\_

2026-061

Lease	Lessee	FSA #	Lease Acres	Crop Acres	Hay Acres	Pasture Acres	Wood Acres	CRP Acres	Rent per Crop Acre	Rent per Hay Acre	Rent per Pasture Acre	Rent per Wood Acre	Crop Rental	Hay Rental	Pasture Rental	Wood Rental	Building Rental	Grain Bin Rental	Total Rental Payment	Total CRP Payment	CMLP Share (60%) of Total CRP Payment (1/2 rent only)	April 15 Payment (1/2 rent & CRP)	November 15 Payment	Total Lease Payment
1001	Ludendorff Brothers, Inc.	9673	944.16	200.53	74.29	53.77	413.65	101.84	\$187.00	\$60.00	\$37.00	\$26.00	\$37,499.11	\$4,457.40	\$2,916.00	\$3,588.49	\$10,341.25	\$150.00	\$54,437.29	\$29,250.00	\$17,550.00	\$7,216.63	\$44,789.63	\$71,981.25
1005	Daniel Eschert	8583	185.50	28.10	48.50	9.80	77.10	24.10	\$174.00	\$60.00	\$37.00	\$35.00	\$4,541.40	\$2,916.00	\$3,588.49	\$2,899.50	\$500.00	\$1,101.10	\$11,011.10	\$7,121.00	\$4,272.60	\$5,505.55	\$9,778.15	\$16,283.70
1006	Dave Thomas (Retention Site)	9804	420.12	382.62			57.50		\$244.00			\$35.00	\$88,479.28	\$0.00	\$0.00	\$2,012.50			\$90,491.78		\$0.00	\$45,246.89	\$45,246.89	\$89,491.78
1008	Gary Tuckorn	5451	11.50	7.70			3.80		\$184.00			\$35.00	\$1,418.80	\$0.00	\$0.00	\$133.00			\$1,548.80		\$0.00	\$774.90	\$774.90	\$1,548.80
1010	Jimmy L. & Cydney L. Ayers	9194	629.77	355.55			235.02	39.20	\$199.00			\$37.00	\$70,754.45	\$0.00	\$0.00	\$5,875.50			\$76,629.95		\$0.00	\$38,314.98	\$45,296.18	\$81,611.15
1013	Ossamer Farms LLC	10484	398.31	126.40	19.80	56.70	165.61	87.91	\$184.00	\$60.00	\$37.00	\$25.00	\$18,201.60	\$1,178.00	\$2,097.90	\$4,890.25	\$2,000.00	\$2,438.40	\$26,585.75	\$24,300.00	\$14,580.00	\$13,182.88	\$38,314.98	\$26,366.75
1014	Donald E. Ayers	8560	627.77	172.37			329.20	87.91	\$184.00			\$25.00	\$31,419.50	\$0.00	\$0.00	\$8,230.00			\$44,076.50		\$0.00	\$22,038.25	\$22,038.25	\$44,076.50
1016	Thomas J. Davis	9232	623.42	179.54			443.88		\$175.00			\$25.00	\$4,191.50	\$0.00	\$0.00	\$11,097.00			\$10,642.50		\$0.00	\$5,470.25	\$33,470.25	\$40,940.50
1021	Carroll Ayers	482.06	21.30				285.22	184.47	\$202.00			\$25.00	\$4,360.00	\$0.00	\$0.00	\$5,892.50			\$10,642.50		\$0.00	\$5,470.25	\$33,470.25	\$40,940.50
1022	Samuel Ayers	1093.85	375.41				688.76	116.54	\$174.00			\$25.00	\$6,521.24	\$0.00	\$432.00	\$4,429.50	\$200.00	\$2,400.00	\$9,381.74		\$0.00	\$4,790.87	\$103,283.34	\$123,120.00
1032	Patrick & Lisa Ann	5782	28.32	20.00			8.32		\$56.00			\$25.00	\$1,060.00	\$0.00	\$0.00	\$295.20			\$1,355.20		\$0.00	\$1,251.20	\$1,251.20	\$2,502.40
1036	Capron Hill Township (Capron Hill Cwd Ayers)		4.00				27.80		\$10.00			\$10.00	\$0.00	\$0.00	\$0.00	\$0.00			\$36.80		\$0.00	\$36.80	\$36.80	\$73.60
1043	Dave Ramsey	5675	75.00	48.40			28.60		\$150.00			\$35.00	\$6,960.00	\$0.00	\$0.00	\$1,001.00			\$7,961.00		\$0.00	\$3,980.50	\$3,980.50	\$7,961.00
1044	William B. Wilman	2.31	2.31				2.20		\$100.00			\$105.00	\$0.00	\$0.00	\$0.00	\$0.00			\$242.55		\$0.00	\$242.55	\$242.55	\$485.10
1045	Scott & Tracy Anderson	2.20	2.20				2.20		\$100.00			\$105.00	\$0.00	\$0.00	\$0.00	\$0.00			\$242.55		\$0.00	\$242.55	\$242.55	\$485.10
1046	Mark Phillips	6.04	6.04				6.04		\$100.00			\$105.00	\$0.00	\$0.00	\$0.00	\$0.00			\$607.20		\$0.00	\$607.20	\$607.20	\$1,214.40
1047	Bart Wilson	24.84	24.84				4.41		\$60.00			\$37.00	\$37.00	\$0.00	\$0.00	\$154.35			\$1,006.42		\$0.00	\$4,019.42	\$4,019.42	\$8,038.84
1050	Hogan Mohr Farms	8773	37.00	32.90			4.10		\$240.00			\$35.00	\$7,896.00	\$0.00	\$0.00	\$2,804.50			\$10,696.50		\$0.00	\$5,074.75	\$5,074.75	\$10,149.50
1051	Samuel J. Burle	89.84	89.84				80.14		\$234.00			\$35.00	\$2,269.80	\$0.00	\$0.00	\$1,434.50			\$3,704.30		\$0.00	\$3,704.30	\$3,704.30	\$7,408.60
1055	Dennis J. Godard	52.50	52.50				22.01		\$100.00			\$35.00	\$3,049.00	\$0.00	\$0.00	\$2,703.35	\$3,500.00		\$7,252.35		\$0.00	\$3,626.18	\$3,626.18	\$7,252.35
1057	Rob Heisterkamp	811.60	322.37				976.63	99.20	\$199.00			\$35.00	\$4,151.63	\$0.00	\$0.00	\$9,415.75			\$13,567.38		\$0.00	\$6,783.69	\$6,783.69	\$13,567.38
1058	Gary Shiggs	2.13	2.13				2.13		\$105.00			\$35.00	\$0.00	\$0.00	\$0.00	\$223.65			\$223.65		\$0.00	\$223.65	\$223.65	\$447.30
1060	Larna Hendrick	17.78	17.78				6.88		\$60.00			\$35.00	\$0.00	\$0.00	\$0.00	\$240.80			\$240.80		\$0.00	\$240.80	\$240.80	\$481.60
1061	Kyle Miller	2.00	2.00				2.00		\$255.00			\$35.00	\$0.00	\$0.00	\$0.00	\$0.00			\$451.75		\$0.00	\$451.75	\$451.75	\$903.50
1062	Steve Haney	17.85	17.85				17.85		\$144.00			\$35.00	\$4,551.75	\$0.00	\$0.00	\$0.00			\$4,551.75		\$0.00	\$4,551.75	\$4,551.75	\$9,103.50
28	TOTALS	6,546.85	2,294.24	195.81	150.23	3,192.35	663.36																283,454.41	662,283.50

2026-06-10

ORDINANCE FACT SHEET

DATE OF 1st READING: \_\_\_\_\_

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Emily Rosenberger

PHONE NUMBER: x-2609

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

FISCAL IMPACT: -\$

SUGGESTED TITLE: Authorize and Approving/ Execution of Leases / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: \_\_\_\_\_ VENDOR NO: \_\_\_\_\_

CONTRACT TERM: 1 year (March 1, 2026 - February 28, 2027) Change in Scope Yes  No

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

Method of Purchase (check one)

- Low Bid
- Low Bid Meeting Specs
- Low Evaluated Bid
- Other: \_\_\_\_\_
- Exception: \_\_\_\_\_
- Code Provision: \_\_\_\_\_

Previous Ord #'s 105-03-25, 097-03-24

Is Purchasing Agent approval required? No  Yes

Is Purchasing Agent approval attached? No  Yes

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1	101	100	BC	5884	C131 FARM
2	102	100	bc	7892	C131 FARM
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

Annual lease ordinance- Farm Leases/ qty. 28

FUNDS CHECK BY: \_\_\_\_\_

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

DIRECTOR / SUPERVISOR: Brown, Doug Digitally signed by Brown, Doug Date: 2026.01.26 15:21:42 -06'00'

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

CITY PURCHASING AGENT: \_\_\_\_\_

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

SIGN OFF: \_\_\_\_\_  
(Mayor's Signature)

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

The information supplied on this form is not confidential information.

2026 - 061

AN ORDINANCE APPROVING SIX (6) SEPARATE RESIDENTIAL LEASES WITH VARIOUS TENANTS FOR A ONE-YEAR TERM, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, the City of Springfield Office of Public Utilities Water Division Land and Water Resources Department intends to lease approximately 68.49 acres to various tenants under separate residential leases.

WHEREAS, these six (6) residential leases are leasing City of Springfield property in the Hunter Lake area for residential purposes and include Site Numbers: 56, 94, 95, 99, 100, and 101, and

WHEREAS, the City desires to enter into one-year residential lease agreements with said tenants, the terms are from March 1, 2026, to February 28, 2027, and

WHEREAS, the leases contain a provision that allows the City to terminate the lease for the purpose of inundation or sale of land and the City also retains the right to enter upon the land for purposes of conducting inspections, investigations, surveys, and studies, and

WHEREAS, this Ordinance approves and authorizes the execution of six (6) separate residential lease agreements, copies of which shall be on file with the City Clerk.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and authorizes the execution of six (6) separate Residential Lease Agreements, copies of which shall be on file with the City Clerk on behalf of the Land and Water Resources Department.

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

Section 3. This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

PASSED: \_\_\_\_\_, 2026

SIGNED: \_\_\_\_\_, 2026

RECORDED: \_\_\_\_\_, 2026

\_\_\_\_\_

MAYOR

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

Approved as to legal sufficiency:

 2-9-26

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: N/A (Residential I Leases-- 6)  
CONTRACT AMOUNT: \$58,500.00  
TYPE OF AWARD: Residential Leases Hunter Lake Leases

**PRIOR ORDINANCE INFORMATION:**

Most recent: Ord. 105-03-25, 6 Residential I Leases, \$58,500.00

**INFORMATION:**

This Ordinance approves the renewal of six (6) separate residential leases with various tenants for a one-year term for the Land and Water Resource Department. Under these leases, the City will lease approximately 68.49 acres for residential purposes, including Site Number 56, 94, 95, 99, 100, and 101.

The leases are from March 1, 2026 to February 28, 2027, and are for leasing the City of Springfield (Hunter Lake) property for residential purposes. The annual income from all leases will be approximately \$58,500.00.

The leases contain a provision that allows the City to terminate the lease for the purposes of inundation or sale of land and the City also retains the right to enter upon the land for purposes of conducting inspections, investigations, surveys, and studies.

ORDINANCE REQUEST FORM

Page 1 of 1

ORIGINATOR: Dan Brill  
DIVISION HEAD: Todd LaFountain  
CONTRACT NO: \_\_\_\_\_

Date: January 13, 2026

TITLE: AN ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF SIX (6) RESIDENTIAL LEASE AGREEMENTS FOR 1 yr. TERM WITH THE CITY OF SPRINGFIELD OFFICE OF PUBLIC UTILITIES. 68.49 acres / \$58,500.00  
VENDOR NO: N/A VENDOR NAME: N/A AMOUNT: \_\_\_\_\_

DESCRIPTION AND COMMENTS: This is a request to authorize the renewal of six (6) residential lease agreements constituting 68.49 acres, with a total income of \$58,500.00. The leases are for a one year period, March 1<sup>st</sup>, 2026 - last day of February, 2027. The residential leases are leasing City of Springfield property (Hunter Lake) for residential purposes. Leases contain a provision that allows the City to terminate the lease for purposes of inundation or sale of land and the City also retains the right to enter upon the land for purposes of conducting inspections, investigations, surveys and studies.

**\*\*If this field is not large enough, please attach a separate sheet.**

BID PERIOD: N/A METHOD OF PURCHASE: (CHECK ONE)

LOW BID  LOW BID MEETING SPECS

LOW EVALUATED BID

OTHER: \_\_\_\_\_

ORDINANCE TOTAL: (\$58,500)

MATERIAL TOTAL: \_\_\_\_\_

LABOR TOTAL: \_\_\_\_\_

RECOMMENDED FILING DATE: 1/20/2026

PURCHASING AGENT APPROVAL REQUIRED: YES  NO

ENGINEER EST: \_\_\_\_\_

EXCEPTION COMMENTS:	P. A. SIGNATURE		
CITY PURCHASING AGENT:	DATE:		
FUNDS CHECKED BY:	P. O. APPROVED BY:		
SUPERVISOR SIGNATURE:			
SIGNATURE BY: _____ DIRECTOR OR DESIGNEE:			

	FUND	AGCY	ORGAN	ACTIVITY	OBJECT
1	101	200	5899	C130	
2					
3					
4					
5					
6					

Entry: \_\_\_\_\_ Budget: \_\_\_\_\_ Purchasing: \_\_\_\_\_ Ordinance Coord: \_\_\_\_\_ Admin. Asst.: \_\_\_\_\_ Director: \_\_\_\_\_ Comptroller: \_\_\_\_\_

2026 Hunter Lake Residential Leases- Taxes paid for previous year

Lease #	Site #	Leaseholder	Address	Tax ID	Lease Date	Payment/Taxes	2025	2026
2056	56	Lucas Boehler 2.77 acres w/opportuneness single fam. residence w/barn	7350 Lake services Road Pawnee, Illinois 62563 (site 56)	30-06.0-176-002	3/01/2026-2/28/2027	Monthly	\$1,100.00	\$1,100.00
2095	95	Edward McMasters	Lucas cell 217-381-9941 4121 Greenberry Road Pawnee, IL 62558	2.77 acres 30-29.0-300-003	3/1/2026-2/28/2027	Property Taxes Monthly	\$13,200.00 \$3,143.36	\$13,200.00 TBD
2101	101	Edward Gregory	cell 217-860-2102 9047 Wahi Road Rochester, IL 62563	5.0 acres 30-16.0-100-021	3/1/2026 -28/2027	Property Taxes Monthly	\$1,046.88 \$250.00	TBD \$250.00
2094	94	Richard Meier	217-741-5943 1351 Dickey Road Pawnee, IL 62558	4.73 acres 29-35.0-300-013	3/1/2026-2/28/2027	Property Taxes Monthly	\$1,606.46 \$750.00	TBD \$750.00
2098	98	Terry House	Call 217-725-7875 Home 217-625-7875 9820 Lost Forty Road Pawnee, IL 62558	16.39 acres 30-17.0-300-027	3/1/2026-2/28/2027	Property Taxes Monthly	\$9,000.00 \$7,288.88	\$9,000.00 TBD
2100	100	Steve Copp	217-498-9319 4120 KOA Road Rochester, IL 62563	2.0 acres 30-05.0-100-017	3/1/2026-2/28/2027	Property Taxes Monthly	\$11,400.00 \$6,976.46	\$11,400.00 TBD
2099	99	Larry Robinson	217-494-6954 copp723@gmail.com 9849 Lost Forty Road Pawnee, IL 62558	24.0 acres 30-17.0-300-022	12/1/2013-	Property Taxes Monthly	\$1,200.00 \$3,600.00	\$1,200.00 \$3,600.00
#99 (Robinson) Lease Payment Locked Per Purchase Agreement * Original Owners 2025 tax assessments will not post until March/April of 2026							\$58,500.00	\$58,500.00
Total Acres = 68.49 Total Taxes							\$32,151.20	TBD

ORDINANCE FACT SHEET

DATE OF 1st READING: \_\_\_\_\_

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Emily Rosenberger

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

PHONE NUMBER: x-2609

FISCAL IMPACT: -\$58,500.00

SUGGESTED TITLE: Authorize and Approving/ Execution of Leases / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: \_\_\_\_\_ VENDOR NO: \_\_\_\_\_

CONTRACT TERM: 1 year (March 1, 2026 - February 28, 2027) Change in Scope Yes  No

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

Method of Purchase (check one)

Previous Ord #'s 106-03-25, 095-03-24

- 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	101	200	5899	C130		-58,500
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.)  
Ordinance Request Form, 2025 Hunter Lake Residential Leases

STAFF ANALYSIS

Annual lease ordinance- Recreational Leases/ qty. 6

FUNDS CHECK BY:

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

DIRECTOR / SUPERVISOR: Brown, Doug Digitally signed by Brown, Doug  
Date: 2026.01.26 15:06:48 -06'00'

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

CITY PURCHASING AGENT:

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

SIGN OFF:  \_\_\_\_\_  
(Mayor's Signature)

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

AN ORDINANCE APPROVING TEN (10) SEPARATE RECREATIONAL LEASES WITH VARIOUS TENANTS FOR A ONE-YEAR TERM, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, the City of Springfield Office of Public Utilities Water Division Land and Water Resources Department intends to lease approximately 346.26 acres to various tenants under separate leases for recreational purposes, and

WHEREAS, these recreational purposes include bird watching, mushroom harvesting, ATV activities, hunting, hiking, and being a buffer next to homes and businesses, and

WHEREAS, the City desires to enter into one-year recreational lease agreements with said tenants, the terms are from March 1, 2026, to February 28, 2027, unless canceled in accordance with the lease provisions, and

WHEREAS, this Ordinance approves and authorizes the execution of ten (10) separate recreational lease agreements, copies of which shall be on file with the City Clerk.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and authorizes the execution of ten (10) separate Recreational Lease Agreements, copies of which shall be on file with the City Clerk on behalf of the Land and Water Resources Department.

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

Section 3. This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

PASSED: \_\_\_\_\_, 2026

SIGNED: \_\_\_\_\_, 2026

RECORDED: \_\_\_\_\_, 2026

\_\_\_\_\_  
MAYOR

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

Approved as to legal sufficiency:

 2-9-26  
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: N/A (Recreational Leases-- 10)  
CONTRACT AMOUNT: \$15,714.70  
TYPE OF AWARD: Recreational Leases Hunter Lake Leases

**PRIOR ORDINANCE INFORMATION:**

Most recent: Ord. 106-03-25, 11 Recreational Leases, \$16,476.45

**INFORMATION:**

This Ordinance approves ten (10) separate farm leases with various tenants for a one-year term of the Land and Water Resource Department. Under these leases, the City will lease a total of approximately 346.26 acres, used for activities including but not limited to bird watching, mushroom harvesting, ATV activities, hunting, and hiking, and to be a buffer next to homes and businesses.

All leases contain a provision that allows the City to terminate the lease for purposes of inundation or sale of the land and the City retains the right to enter the land for purposes of conducting inspections, surveys, and studies.

The leases are from March 1, 2026 to February 28, 2027, unless canceled in accordance with the lease provisions. The annual income from all leases will be approximately \$15,714.70. Lease payments are made semiannually on April 15<sup>th</sup> and November 15<sup>th</sup>, per lease provisions.

# ORDINANCE REQUEST FORM

PAGE 1 OF 1

No. LW 1177

DATE: 1-13-20256

ORIGINATOR: Dan Brill  
DIVISION HEAD: Todd LaFountain  
CONTRACT NO: \_\_\_\_\_

TITLE: AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF <sup>Ten</sup> ELEVEN (10) RECREATION LEASES WITH VARIOUS TENANTS FOR A ONE YEAR TERM FOR THE CITY OF SPRINGFIELD, OFFICE OF PUBLIC UTILITIES

VENDOR NO: \_\_\_\_\_ VENDOR NAME: \_\_\_\_\_ AMOUNT: (15,714.70)

DESCRIPTION AND COMMENTS:

This is the request to authorize the renewal of <sup>Ten</sup> eleven (10) recreation leases constituting 346.26 acres. Total income of \$15,714.70. The recreation lease tenants are leasing City of Springfield property (Hunter Lake) for recreational purposes. These activities may include but are not limited to: bird watching mushroom harvesting, ATV activity, hunting, hiking and buffers next to homes and businesses. All leases are for a one year period, March 1, 2026 – last day of February, 2027. All leases contain a provision that allows the City to terminate the lease for purposes of inundation or sale of land and the City retains the right to enter upon the land for purposes of conducting inspections, investigations, surveys and studies.

See attached table.

BID PERIOD: \_\_\_\_\_ METHOD OF PURCHASE: (CIRCLE ONE) ORDINANCE TOTAL: \$ \_\_\_\_\_

LOW BID LOW BID MEETING SPECS

RECOMMENDED FILING DATE: \_\_\_\_\_ MATERIAL TOTAL: \_\_\_\_\_

3/01/2024 OTHER: \_\_\_\_\_

LABOR TOTAL: \_\_\_\_\_

PURCHASING AGENT APPROVAL REQUIRED YES \_\_\_ NO \_\_\_

ENGINEER EST: \_\_\_\_\_

EXCEPTION COMMENTS:	P.A. SIGNATURE:
CITY PURCHASING AGENT:	DATE:
FUNDS CHECKED BY:	P.O. APPROVED BY:
SUPERVISOR SIGNATURE:	DIRECTOR OR DESIGNEE:
SIGNATURE BY:	

	FUND	AGCY	ORGAN	ACTIVITY	OBJECT
1.	101	100	BC	5884	C131 Farm
2.	102	100	BC	7692	C131 Farm
3.					
4.					

ENTRY: \_\_\_\_\_ BUDGET: \_\_\_\_\_ PURCHASING: \_\_\_\_\_ ORDINANCE CORD: \_\_\_\_\_ ADMIN. ASST: \_\_\_\_\_ DIRECTOR: \_\_\_\_\_ COMPTROLLER: \_\_\_\_\_

Lease	Lessee	Rental Rate Per Acre				Total Lease Payment	
		Lease Acres	Rent per Acre	Rental	April 15 Payment		November 15 Payment
1101	Steve Clauser	30.91	\$55.00	\$1,700.05	\$850.03	\$850.03	\$1,700.05
1102	Jason Peters	110.20	\$30.00	\$3,306.00	\$1,653.00	\$1,653.00	\$3,306.00
1103	Andrew Strow/Ralph Caldwell	74.53	\$35.00	\$2,608.55	\$1,304.28	\$1,304.28	\$2,608.55
1104	Robert Allen	15.15	\$55.00	\$833.25	\$416.63	\$416.63	\$833.25
1105 *	John Raben	4.73	\$105.00	\$496.65	\$248.33	\$248.33	\$496.65
1106 *	Tim Brown	6.07	\$105.00	\$637.35	\$318.68	\$318.68	\$637.35
1107	Edgar Ewing/Tim Hildebrand	21.79	\$55.00	\$1,198.45	\$599.23	\$599.23	\$1,198.45
1108 *	Paul Marconi	7.52	\$105.00	\$789.60	\$394.80	\$394.80	\$789.60
1109	Nancy McCarrel/Chad McTaggart	50.00	\$55.00	\$2,750.00	\$1,375.00	\$1,375.00	\$2,750.00
1110	Justin Tintori/Micah King	25.36	\$55.00	\$1,394.80	\$697.40	\$697.40	\$1,394.80
10	<b>TOTALS</b>	<b>346.26</b>		<b>\$15,714.70</b>	<b>\$7,857.35</b>	<b>\$7,857.35</b>	<b>\$15,714.70</b>

ORDINANCE FACT SHEET

DATE OF 1st READING: \_\_\_\_\_

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Emily Rosenberger

PHONE NUMBER: x-2609

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

FISCAL IMPACT: - \$15,714.70

SUGGESTED TITLE: Authorize and Approving/ Execution of Leases / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: \_\_\_\_\_ VENDOR NO: \_\_\_\_\_

CONTRACT TERM: 1 year (March 1, 2026 - February 28, 2027) Change in Scope Yes  No

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

Method of Purchase (check one)

- Low Bid
- Low Bid Meeting Specs
- Low Evaluated Bid
- Other: \_\_\_\_\_
- Exception: \_\_\_\_\_
- Code Provision: \_\_\_\_\_

Previous Ord #'s 106-03-25, 095-03-24  
Is Purchasing Agent approval required? No  Yes   
Is Purchasing Agent approval attached? No  Yes

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1	101	100	BC	5884	C131 FARM \$15,226.52
2	102	100	BC	7692	C131 FARM \$488.18
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.)  
Ordinance Request Form, Recreational Lease Spreadsheet

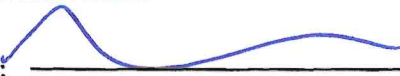
STAFF ANALYSIS

Annual lease ordinance- Recreational Leases/ qty. 10

FUNDS CHECK BY: \_\_\_\_\_ Date: \_\_\_\_\_

DIRECTOR / SUPERVISOR: Brown, Doug Digitally signed by Brown, Doug Date: 2026.01.26 15:20:17 -06'00' Date: \_\_\_\_\_

CITY PURCHASING AGENT: \_\_\_\_\_ Date: \_\_\_\_\_

SIGN OFF:  \_\_\_\_\_  
(Mayor's Signature)

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

2026-063

**AN ORDINANCE AUTHORIZING EXECUTION OF AN ANNEXATION AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, ILLINOIS AND BARRY S. KELLEY AND MARCIA L. KELLEY FOR THE PROPERTIES LOCATED AT 3245 & 3313 OLD MACARTHUR BLVD, 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**, Barry S. Kelley and Marcia L. Kelley ("Owner") has filed a petition that the City annex certain property legally described as follows:

Part of the Northeast Quarter of the Southeast Quarter of Section 8, Township 16 North, Range 5 West of the Third Principal Meridian, Springfield, Sangamon County, Illinois, at parcels 22-08.0-427-031 and 22-08.0-427-032 more particularly described as follows:

Lot 11 and 12 of Pierik Place Subdivision, recorded in Book 9 Page 68 in the Sangamon County Recorder's office, containing 87,008.203 square feet (1.99 acres), more or less.

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

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

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

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

**Section 1:** That the City Council hereby approves an annexation agreement with Barry S. Kelley & Marcia L. Kelley ("Owner") to consider the annexation of property located at 3245 & 3313 Old Macarthur Blvd. 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:** \_\_\_\_\_, 2026

**SIGNED:** \_\_\_\_\_, 2026

**RECORDED:** \_\_\_\_\_, 2026

\_\_\_\_\_  
**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 R. Crouse (217) 789-2255 Ext. 5225

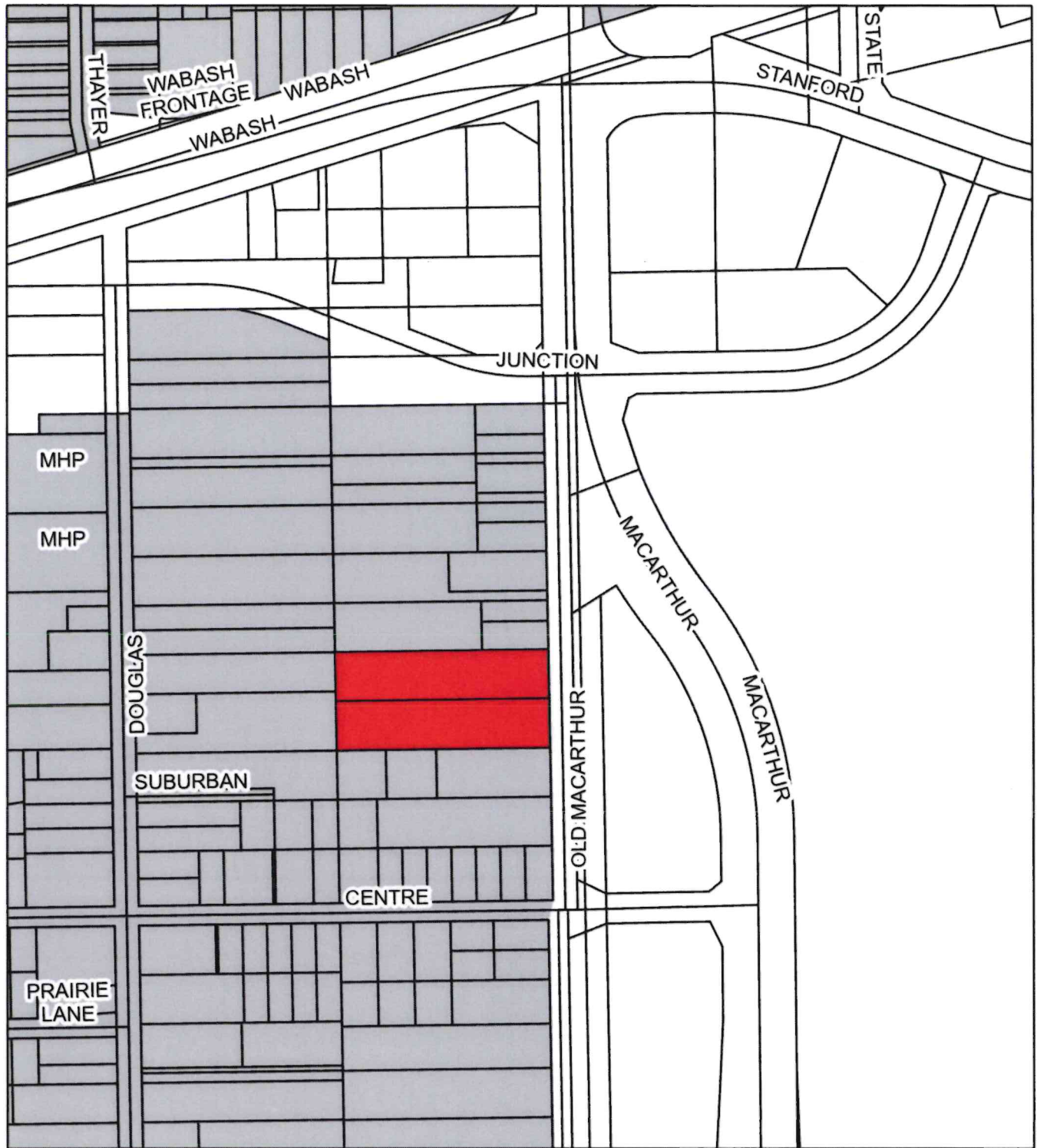
DATE: January 22, 2026

RE: Annexation Petition  
3245 & 3313 Old MacArthur Blvd Springfield  
Barry & Marcia Kelley

---

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: 2/17/2026



## LOCATION MAP

Scale: 1 inch = 300 feet

### Legend

- Proposed Annexation
- Springfield Corp. Limits



Petitioner: Barry & Marcia Kelley  
 Tax Number: 22-08.0-427-031 &  
 22-08.0-427-032



OWNER: BARRY AND MARCIA KELLEY  
3245 OLD MACARTHUR BLVD  
SPRINGFIELD, ILLINOIS 62704

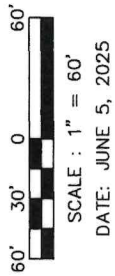
WOODSIDE TOWNSHIP  
P.I.N. 22-08-427-031  
P.I.N. 22-08-427-032

PLAT OF ANNEXATION

LEGAL DESCRIPTION

Part of the Northeast Quarter of the Southeast Quarter of Section 8, Township 15 North, Range 5 West of the Third Principal Meridian, Springfield, Sangamon County, Illinois, more particularly described as follows:

Lot 11 and 12 of Pierik Place Subdivision, recorded in Book 9 Page 68 in the Sangamon County Recorder's office, containing 87,008.203 square feet (1.99 acres), more or less.



LOT 10  
N89°11'15"E,  
435.53'

P.I.N.  
22-08-427-011

P.I.N.  
22-08-427-031

OLD MACARTHUR BLVD.  
(PUBLIC R.O.W. VARIES)

HARMONY CITY  
SUBDIVISION

PIERIK PLACE  
SUBDIVISION

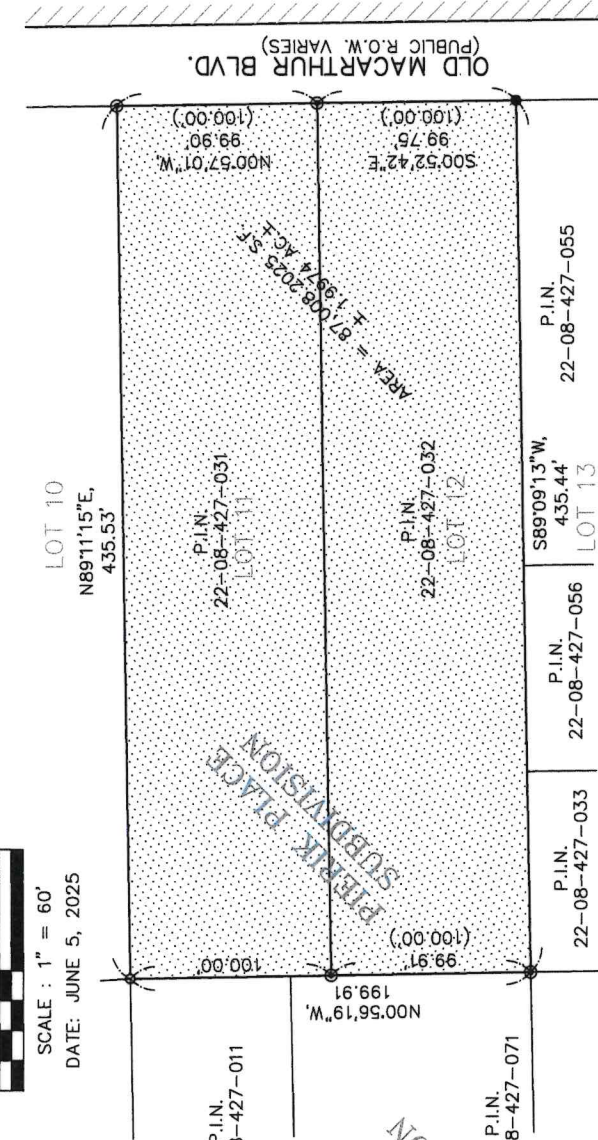
P.I.N.  
22-08-427-071

P.I.N.  
22-08-427-033

P.I.N.  
22-08-427-056

P.I.N.  
22-08-427-055

P.I.N.  
22-08-427-055



LEGEND

- — FOUND IRON PIN
- ⊙ — FOUND IRON PIPE
- — IRON PIN SET, 5/8"
- //// — EXISTING LIMITS OF THE CITY OF SPRINGFIELD
- ▨ — LIMITS OF AREA BEING ANNEXED TO THE CITY OF SPRINGFIELD

FIELD WORK COMPLETED JUNE, 2025.

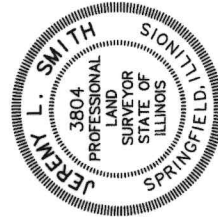
BASIS OF BEARING IS THE ILLINOIS STATE PLANE COORDINATE SYSTEM: (NAD 83 — ILLINOIS WEST ZONE, U.S. SURVEY FEET) (GEOID 18)

NO PART OF THIS PLAT IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, PER MAP NUMBER 17167C0240F, (EFFECTIVE DATE: AUGUST 2, 2007).

"THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY."

SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

I HEREBY CERTIFY THAT, IN THE MONTH OF JUNE, 2025, I MADE A SURVEY OF THE ABOVE DESCRIBED PROPERTY AND THE FOREGOING PLAT REPRESENTS THE RESULTS OF SAID SURVEY.



ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3804  
DATE SIGNED : JUNE 5, 2025  
LICENSE EXP. DATE : NOV. 30, 2026

*Handwritten signature: J. Smith*

2026-06-04

**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 **Barry S. Kelley and Marcia L. Kelley** ("Owner(s)") and **CITY OF SPRINGFIELD, ILLINOIS**, ("City"), an Illinois Municipal Corporation, and is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**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**, **Barry S. Kelley and Marcia L. Kelley**, are the owner(s) of record of a tract of Land consisting of approximately 1.99 acres (irregularly shaped parcel) located at **3245 & 3313 Old MacArthur Blvd**, Sangamon County, Illinois and otherwise being the parcel of Land included in permanent index tax parcel numbers: **22-08.0-427-031 and 22-08.0-427-032**, 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 \_\_\_\_\_, 202\_\_\_\_, 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:

2026-064

**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. Water Service**

The Land has frontage on an existing 6-inch water main owned and operated by the City at Old MacArthur Boulevard. The Owner(s) agree to connect to the City water system and to pay all standard fees and tariffs to do so, and the City agrees to permit the Owner(s) to connect to said municipal water mains. All costs are to be the responsibility of the Owner(s). The Owner(s) agree that said water main shall be the exclusive property of the City of Springfield and be subject to the exclusive control of the City. The City shall maintain and keep in good repair such water main.

As of the date of this Agreement, there is no current need for extension of the water main at the Land or granting of any related easements. However, if the Owner(s) submit plans for development of the Land and such plans necessitate the extension of the existing water main fronting the land, the Owner(s) agree to apply for a water main extension in accordance with Chapter 52 of the 1988 City Code of Ordinances, as amended. In order for the City to provide such service, the Owner(s) agree to execute any necessary easements and permits for the water main extension necessitated by the Owner(s) submission of plans. The Owner(s) agree to pay all costs of the water system additions to be installed related to such an extension, and to post adequate security with the City in accordance with Section 52.12 of the 1988 City Code of Ordinances, as amended..

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

If the Springfield Fire Department determines that additional fire hydrant(s) are required to protect the proposed development, the owner(s) will pay for the cost of installation. If any plans submitted by the Owner(s) necessitates the installation of a fire hydrant or a fire department connection ("FDC"), also known as a Siamese connection, the City and the Owner(s) agree that any such fire hydrant or FDC shall be installed within or as near as possible to use all reasonable efforts to install such fire hydrant or FDC within or near as practicable to the existing right of way for Old MacArthur Boulevard east of the Land. Any easement upon the Land for such fire hydrant or FDC shall be limited to only that portion of the Land which is reasonably necessary to install, access, and utilize the fire hydrant or FDC.

The Owner(s) agree 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. The Owner(s) agree that all general rules and regulations of the City regarding water service as may be adopted from time to time by the City, shall be complied with and all charges for water paid. Nothing herein contained shall pertain to, alter or change the right of the City to make reasonable rules, regulations, or policies concerning size, materials, location of water mains, and water taps on its water system.

#### **Section 4. 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 5. 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. As of the date of this Agreement, no such utility easements are required. The City and the Owner(s) agree to use all reasonable efforts for any future utility easement to be located as near as practicable to the existing right of way for Old MacArthur Boulevard east of the Land.

#### **Section 6. Sanitary Sewer**

The Land is located within the Sangamon County Water Reclamation District ("District"). The existing structures upon the Land, where required, are already connected to the District's sewage system. However, if the Owner(s) submit plans for development of the Land and the District requires as much, the Owner(s) will, in coordination with the District, modify 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 7. 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 8. 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 203 Municipal Center  
Springfield, IL 62701

**To Owners:**

Barry S. Kelley and  
Marcia L. Kelley  
3245 Old MacArthur Blvd.  
Springfield, IL 62704

**With a copy to:**

Corporation Counsel  
Room 313 Municipal Center East  
800 East Monroe Street  
Springfield, IL 62701  
Facsimile: (217) 789-2397

**Section 9. Time**

Time shall be of the essence in this Agreement.

**Section 10. 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 11. 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 12. 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 13. 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 14. 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 15. 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 16. 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 17. 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 18. 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 19. 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 20. 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 21. 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

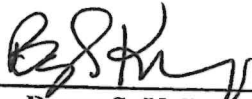
By: \_\_\_\_\_  
Mayor



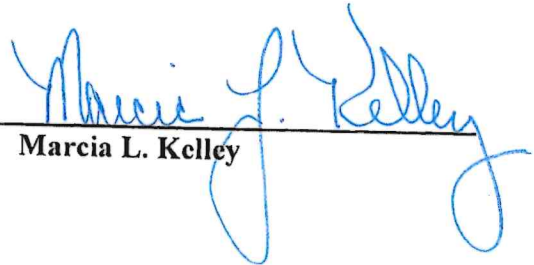
ATTEST: \_\_\_\_\_  
City Clerk

OWNERS

By: \_\_\_\_\_  
Barry S. Kelley



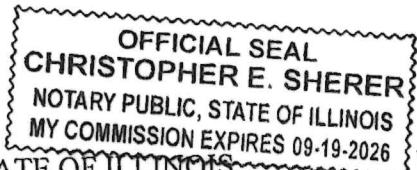
By: \_\_\_\_\_  
Marcia L. Kelley



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF MONTGOMERY )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that **Barry S. Kelley**, 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 15<sup>th</sup> day of January, 2026.



*Christopher E. Sherer*  
Notary Public

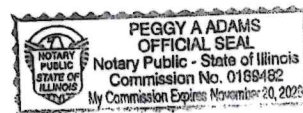
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF SANGAMON )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that **Marcia L. Kelley**, 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 16 day of January, 2026.

*Peggy A. Adams*  
Notary Public

S:\Agreements\ANNEXATIONS\3245 & 3313 Old MacArthur Blvd.docx



# ORDINANCE FACT SHEET

---

## Department Information

Office Requesting: **Public Works**

Staff Member: **Daniel Crouse**

Date: **January 22, 2026**

First Reading: **02/17/2026**

Emergency Passage: **N**

Type of Ordinance: **Annexation**

## Annexation Information

Petitioner Name: **Barry & Marcia Kelley**

Property Address: **3245 & 3313 OLD MACARTHUR BLVD**

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

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

Annexation contingent on zoning: **Y**

Is an annexation agreement necessary: **Y**

---



Director, Public Works/City Engineer



Mayor

Director, OBM

---

November 13, 2025

Page 1 of 2

2026-064

**AN ORDINANCE ANNEXING CERTAIN DESCRIBED REAL PROPERTY LOCATED AT 3245 & 3313 OLD MACARTHUR BLVD., 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**, Barry S. Kelley and Marcia L. Kelley ("Owner") has filed a verified petition duly executed and sworn, that the City annex the following described real property:

Part of the Northeast Quarter of the Southeast Quarter of Section 8, Township 16 North, Range 5 West of the Third Principal Meridian, Springfield, Sangamon County, Illinois, at parcels 22-08.0-427-031 and 22-08.0-427-032 more particularly described as follows:

Lot 11 and 12 of Pierik Place Subdivision, recorded in Book 9 Page 68 in the Sangamon County Recorder's office, containing 87,008.203 square feet (1.99 acres), more or less.

Commonly known as Farmland 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 two electors reside upon or occupy any territory within the above-described property and both have consented to the annexation; and

**WHEREAS**, trustees of the Woodside Fire Protection District, the Woodside 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: \_\_\_\_\_, 2026

SIGNED: \_\_\_\_\_, 2026

RECORDED: \_\_\_\_\_, 2026

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

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

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 2-10-26  
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 R. Crouse (217) 789-2255 Ext. 5225

DATE: January 22, 2026

RE: Annexation Petition  
3245 & 3313 Old MacArthur Blvd Springfield  
Barry & Marcia Kelley

---

Please draft the annexation ordinance for City Council action and inform the City Clerk, if the first reading is different than I request, when to send notifications.

Items attached are as follows:

Notification  
1 copy of the Location Map  
1 copy of the Plat  
1 copy of the Petition  
Summary Sheet  
Fact Sheet

An Annexation Agreement is required.

The reason for this Annexation is: Owner's Request

Request First Reading On: 2/17/2026

2026 - 065

# Legal Notification Sheet

---

Gregory Moredock

Date: **November 13, 2025**

Petitioner's Name: **Barry & Marcia Kelley**

Property Address: **3245 & 3313 OLD MACARTHUR BLVD  
SPRINGFIELD, IL 62704**

## Legal Description

Part of the Northeast Quarter of the Southeast Quarter of Section 8, Township 15 North, Range 5 West of the Third Principal Meridian, Springfield, Sangamon County, Illinois, more particularly described as follows:

Lot 11 and 12 of Pierik Place Subdivision, recorded in Book 9 Page 68 in the Sangamon County Recorder's office, containing 87,008.203 square feet (1.99 acres), more or less.

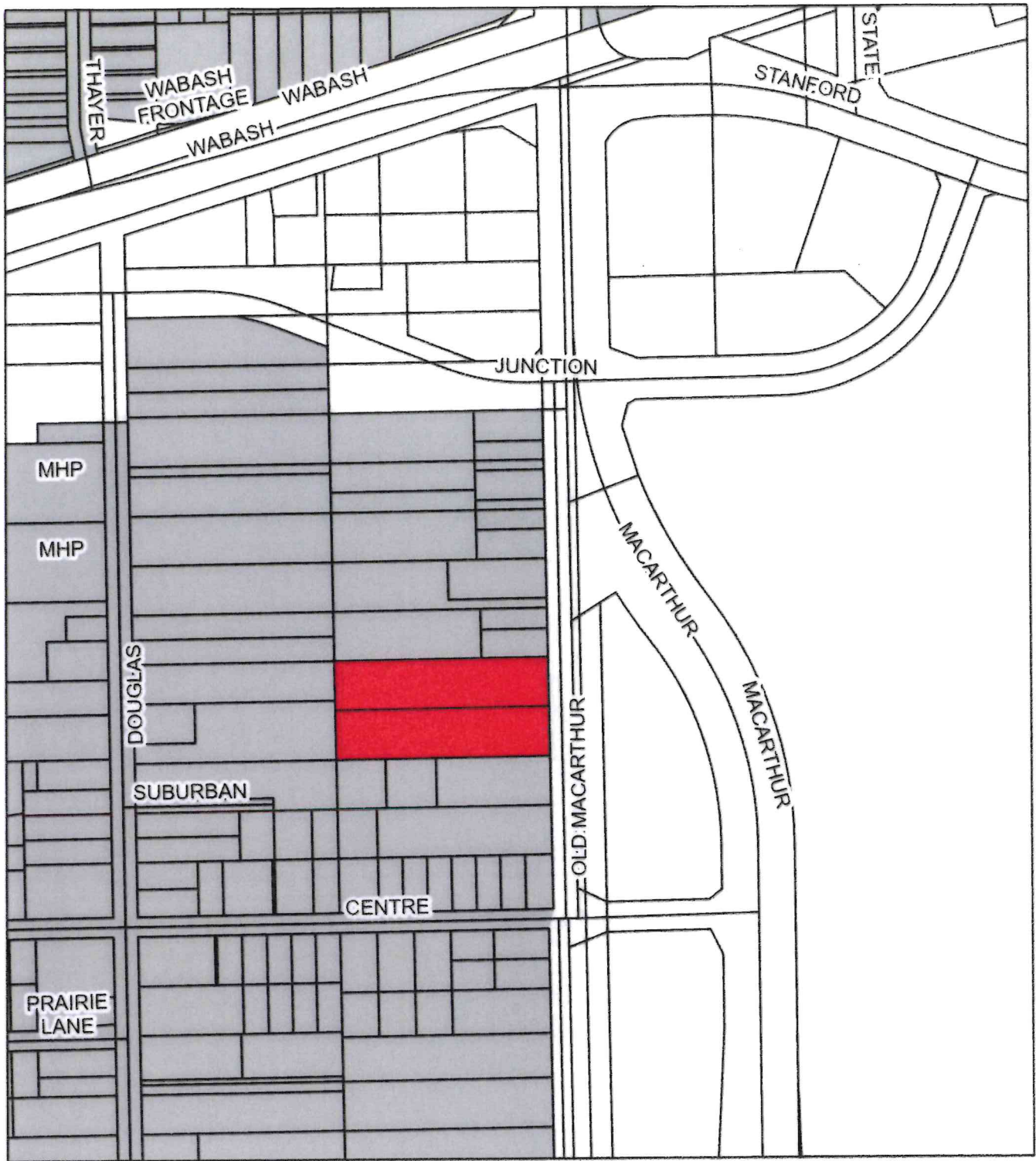
Public Library District: **N/A**

Fire Protection District: **WOODSIDE**

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

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

Electors: **2**



## LOCATION MAP

Scale: 1 inch = 300 feet

### Legend

- Proposed Annexation
- Springfield Corp. Limits



Petitioner: Barry & Marcia Kelley  
 Tax Number: 22-08.0-427-031 &  
 22-08.0-427-032





**MARTIN ENGINEERING COMPANY** of Illinois  
 CONSULTING ENGINEERS/LAND SURVEYORS  
 (ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-004556)  
 3685 SOUTH 6TH STREET FRONTAGE ROAD WEST, SPRINGFIELD, ILLINOIS 62703  
 Phone : (217) 698-8900, Fax : (217) 698-8922, E-Mail : meccmail@martinengineeringco.com

**LEGEND**

- - FOUND IRON PIN
- - FOUND IRON PIPE
- - IRON PIN SET, 5/8"
- ▨ - EXISTING LIMITS OF THE CITY OF SPRINGFIELD
- ▨ - LIMITS OF AREA BEING ANNEXED TO THE CITY OF SPRINGFIELD

FIELD WORK COMPLETED JUNE, 2025.

BASIS OF BEARING IS THE ILLINOIS STATE PLANE COORDINATE SYSTEM. (NAD 83 - ILLINOIS WEST ZONE, U.S. SURVEY FEET) (GEOID 18)

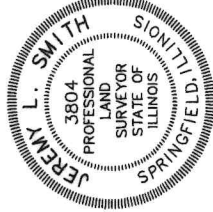
NO PART OF THIS PLAT IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, PER MAP NUMBER 17167C0240F, (EFFECTIVE DATE: AUGUST 2, 2007).

"THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY."

SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

I HEREBY CERTIFY THAT, IN THE MONTH OF JUNE, 2025, I MADE A SURVEY OF THE ABOVE DESCRIBED PROPERTY AND THE FOREGOING PLAT REPRESENTS THE RESULTS OF SAID SURVEY.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3804  
 DATE SIGNED : JUNE 5, 2025  
 LICENSE EXP. DATE : NOV. 30, 2026



**PLAT OF ANNEXATION**

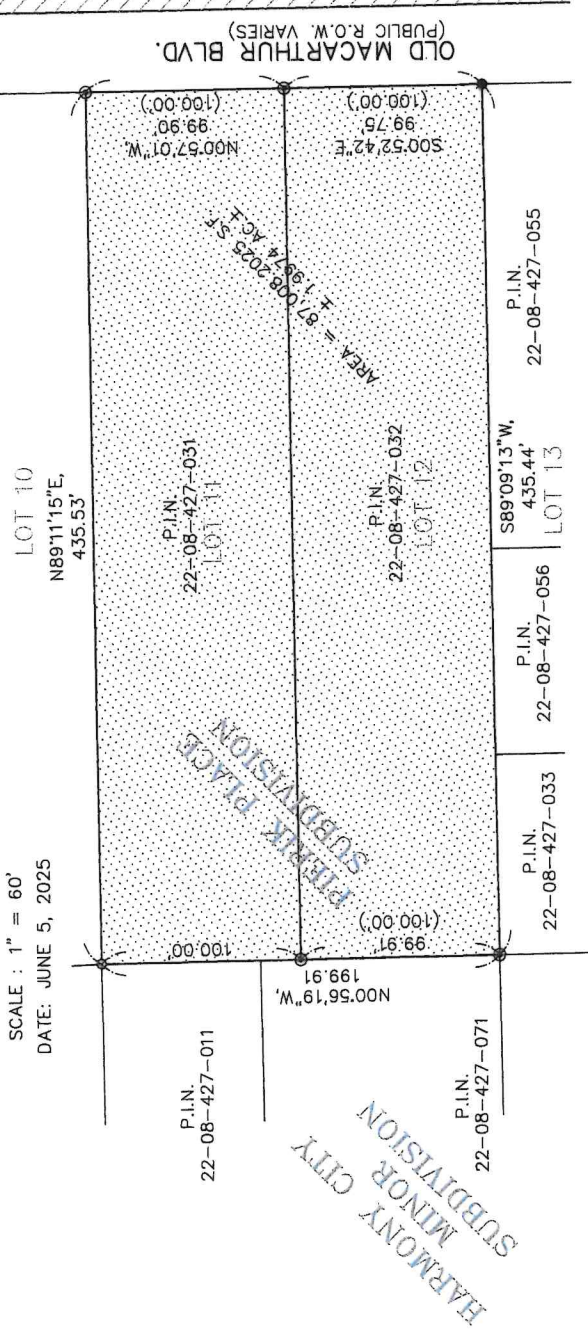
**LEGAL DESCRIPTION**

Part of the Northeast Quarter of the Southeast Quarter of Section 8, Township 15 North, Range 5 West of the Third Principal Meridian, Springfield, Sangamon County, Illinois, more particularly described as follows:

Lot 11 and 12 of Pierik Place Subdivision, recorded in Book 9 Page 68 in the Sangamon County Recorder's office, containing 87,008.203 square feet (1.99 acres), more or less.

OWNER: BARRY AND MARCIA KELLEY  
 3245 OLD MACARTHUR BLVD  
 SPRINGFIELD, ILLINOIS 62704

**WOODSIDE TOWNSHIP**  
 P.I.N. 22-08-427-031  
 P.I.N. 22-08-427-032



PETITION FOR ANNEXATION

(City Clerk Received)  
**RECEIVED**

**JUN 06 2025**

City Clerk's Office

STATE OF ILLINOIS            )  
  )        SS  
COUNTY OF SANGAMON        )

TO: THE CITY COUNCIL AND THE CLERK OF THE CITY OF SPRINGFIELD, ILLINOIS:

The undersigned persons, each being 21 or more years of age and under no disability, hereby petition the City of Springfield to annex within its corporate limits, the following described real estate in the County of Sangamon (Please print or Type):

ADDRESS: 3245 & 3313 Old MacArthur Blvd.

TAX ID NUMBER: 22-08.0-427-031; 22-008.0-427-032

TOWNSHIP: Woodside

LEGAL DESCRIPTION: (Attach copy of Deed of Record to verify ownership)

See Exhibit A attached

and for the purposes of authorizing the City of Springfield to enact an appropriate ordinance of annexation in the manner provided in Section 7-1-8 of the Illinois Municipal Code, and knowing that the certifications herein made will be relied upon by the City of Springfield, the undersigned persons certify to the City of Springfield the following:

1. (Circle either (a) or (b) as is appropriate)
  - (a) **That the above-described territory is now contiguous to the City of Springfield.**
  - (b) That the above-described territory is not now contiguous to the City of Springfield and this petition is contingent upon approval of an annexation agreement.
2. That the above-described territory is not within the corporate limits of any municipality.
3. This petition IS contingent upon approval of a zoning petition.  
(is, is not)  
(If it is contingent upon zoning then attach a copy of the zoning petition.)
4. (Circle either (a) or (b) as is appropriate) (An elector is a registered voter)
  - (a) That no electors reside upon or occupy any lands within the above described territory.
  - (b) That the undersigned person(s), namely: Barry S. Kelley & Marcia L. Kelley  
(3245 Old MacArthur Blvd.)

\_\_\_\_\_ are the only electors who reside upon or occupy any property within the above described territory, and all join in this petition. A total of 2 persons, including non-electors, reside upon lands within the above-described territory.

5. That the undersigned persons and corporations, namely: Barry S. Kelley & Marcia L. Kelley

\_\_\_\_\_ are the true and correct owners of record of all the land within the above described territory, as established by the records in the Office of the Recorder of Deeds of Sangamon County, Illinois, and that there are no other persons, firms or corporations who have any right, title or interest of record in and to any land within said above described territory herein requested to be annexed.

6. (Circle either (a) or (b) as is appropriate):

(a) That said property is not situated within any fire protection district entitled to notice of this proceeding.

(b) That said property is located within the WOODSIDE Fire Protection District and the Trustees of said district are being given notice of this annexation in accordance with the statute in such case made and provided.

7. (Circle either (a) or (b) as is appropriate):

a) That said property is not situated within any public library district entitled to notice of this proceeding.

(b) That said property is located within the N/A Public Library District and the Trustees of said district are being given notice of this annexation in accordance with the statute in such case made and provided.

8. (Circle either (a) or (b) as is appropriate):


a) The above-described property will be used as a retail business after annexation.

(b) **The above-described property will not be used as a retail business after annexation.**

9. That a plat of the real estate sought to be annexed, prepared by a Licensed Professional Land Surveyor, is attached thereto.

10. The undersigned are the Owners of Record and all of the Electors residing on the property to be annexed, and this Petition may be executed in one or more counterparts and shall constitute one signed Petition.

  
\_\_\_\_\_  
(Signature of Petitioner)

  
\_\_\_\_\_  
(Signature of Petitioner)

\_\_\_\_\_  
(Signature of Petitioner)

\_\_\_\_\_  
(Signature of Petitioner)

**CONTACT PERSON:**  
(Please print or type)

Name: Christopher E. Sherer, Attorney for Petitioners

Address: Giffin, Winning, Cohen, & Bodewes, P.C.  
900 Community Drive  
Springfield IL 62703

Daytime phone: 217-525-1571

E-Mail Address: csherer@qwcblaw.com

2026-065

**ACKNOWLEDGMENT BY ELECTORS OF AREA**

STATE OF ILLINOIS            )  
  )        SS  
COUNTY OF SANGAMON        )

Barry S. Kelley & Marcia L. Kelley

each being first duly sworn upon his or her separate oath deposes and states that he or she has subscribed to the foregoing Petition for Annexation and has read the same before signing; and that the statements made therein are true and correct, and that all electors who reside upon said above described property join in this Petition for Annexation.

*Barry S. Kelley*  
(Signature of Elector)

*Marcia L. Kelley*  
(Signature of Elector)

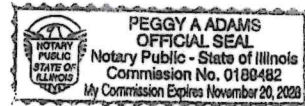
\_\_\_\_\_  
(Signature of Elector)

\_\_\_\_\_  
(Signature of Elector)

Subscribed and sworn to before me each of the persons whose signatures appear above this

4<sup>th</sup> day of June, 2025.

*Peggy A Adams*  
Notary Public



**ACKNOWLEDGMENT BY OWNERS OF RECORD**

STATE OF ILLINOIS            )  
  )        SS  
COUNTY OF SANGAMON        )

Barry S. Kelley & Marcia L. Kelley

each being first duly sworn upon his or her separate oath deposes and states that he or she has subscribed to the foregoing Petition for Annexation and has read the same before signing; and that the statements made therein are true and correct, and that all owners of record join in this Petition for Annexation.

*Barry S. Kelley*  
(Owner of Record)

*Marcia L. Kelley*  
(Owner of Record)

\_\_\_\_\_  
(Owner of Record)

\_\_\_\_\_  
(Owner of Record)

Subscribed and sworn to before me each of the persons whose signatures appear above this

4th day of June, 2025.

*Peggy A. Adams*  
Notary Public



# **EXHIBIT A**

## **Recorded Deeds**



\* 2 0 0 9 R 3 5 2 7 6 \*

2009R35276

07/09/2009 11:19AM

REC FEE: 15.00

REC REST FEE: 4.00

SIS FEE: 9.00

SIS REST FEE: 1.00

RHSP FEE: 10.00

TOTAL: \$39.00

PAGES: 4

JENNIFER

JOSHUA A. LANGFELDER  
SANGAMON COUNTY RECORDER

Prepared by: Zelle Law Offices, PC  
P.O. Box 9800  
Springfield, IL 62791  
File Number: 906-35785  
Address: 3245 S. MacArthur Boulevard  
Springfield, Illinois  
PIN(s): 22-08-427-031

## QUIT CLAIM DEED - TENANCY BY THE ENTIRETY

GRANTOR(S), Barry S. Kelley and Marcia L. Kelley, husband and wife, for Two Dollars and other valuable consideration in hand paid, QUIT CLAIM(S) and CONVEY(S) to Barry S. Kelley and Marcia L. Kelley, husband and wife, as tenants by the entirety and not as joint tenants or tenants in common, the following described real estate:

**"See Attached Exhibit A-1 for Legal Description"**

**Subject to easements, covenants and restrictions of record.  
Subject to taxes for 2009 and subsequent years.**

**Situated in Sangamon County, Illinois.**

Releasing and waiving all rights under the Illinois Homestead Exemption Laws.

Executed on: June 15, 2009

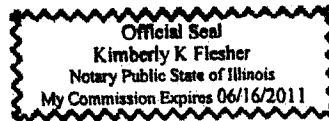
[Signature]  
Barry S. Kelley  
[Signature]  
Marcia L. Kelley

State of Illinois  
County of Sangamon

The foregoing instrument was acknowledged before me by Barry S. Kelley and Marcia L. Kelley, husband and wife.

Kimberly K. Flesher June 15, 2009  
Notary Public

(SEAL)



Grantee's Address:/Return To/Tax Bill To: (Cross out if inapplicable)

Barry S. Kelley and Marcia L. Kelley

3245 S. MacArthur Boulevard, Springfield, IL 62704

Return To: Tax Bill To: (Circle if applicable)

United Community Bank  
P.O. Box 148 Gillespie, IL 62033

Exempt under provisions of Paragraph (e) of 35 ILCS 200/31-45 under the Illinois Real Estate Tax Transfer Law.

6-15-09  
Date

Kimberly K. Flesher  
Buyer, ~~Seller~~ or Representative

**EXHIBIT A-1**  
**LEGAL DESCRIPTION**

**Parcel I:**

**The East 166.32 feet of Lot Eleven (11) of Pierik Place, being a subdivision of part of the Northeast Quarter and part of the Southeast Quarter of Section 8, Township 15 North, Range 5 West of the Third Principal Meridian, EXCEPT the South 20 feet thereof.**

**Except all coal, minerals and mining rights heretofore conveyed of record.**

**Parcel II:**

**Lot Eleven (11) of Pierik Place, being a subdivision of part of the Northeast Quarter and part of the Southeast Quarter of Section 8, Township 15 North, Range 5 West of the Third Principal Meridian, EXCEPTING THEREFROM the following described tract:**

**The East 166.32 feet of Lot Eleven (11) of Pierik Place, EXCEPT the South 20 feet thereof. (As shown on Plat of Resurvey dated September 29, 1993, approved September 30, 1993 by the Sangamon County Plats Officer, and recorded November 19, 1993 as Document No. 93-52859 in the Recorder's Office of Sangamon County, Illinois.)**

**Except all coal, minerals and mining rights heretofore conveyed of record.**

**Situated in Sangamon County, Illinois**

Street Address: 3245 S. MacArthur Boulevard, Springfield, Illinois  
PIN(S): 22-08-427-031

**AFFIDAVIT FOR PURPOSE OF PLAT ACT AND SURVEY REQUIREMENTS**

(Relevant Zoning and Subdivision Ordinances Will Also Apply)

STATE OF ILLINOIS )

SS

COUNTY OF SANGAMON )

DATE: 6-15-09

Affiant is a resident of Spald, and is (agent for) (an officer) (one of) the grantor(s) in a (deed) (lease) bearing the above date transferring an interest in the real estate described in the accompanying document(s). Affiant further states this transfer is exempt from the Illinois Plat Act because it is:

- a. NOT A DIVISION OF LAND;
  - 1. Conveyance of entire parcel as described in current tax records,
  - 2. Conveyance of a parcel resulting from a division contained in a document recorded prior to November 1, 1987. Indicate the recording date \_\_\_\_\_ and the document number \_\_\_\_\_
- b. A division or subdivision of land into tracts five acres or more in size which does not involve any new streets or easements of access;
  - \*\*  1. Division by metes and bounds description;
  - 2. Fractional Parts Division;
- c. A division of lots or blocks in any approved and recorded subdivision which does not involve any new streets of easement access;
  - \*\*  1. Division is being done to create a new building site;
  - 2. Division is being done to add land to a contiguous lot and no drainage or utility easements are affected;
- \*\*  d. A sale or exchange of land between owners of adjoining and contiguous land provided a new building site is not being created,
- e. A conveyance of land for use as a right of way for railroad or other public utilities which does not involve any new streets or easements access;
- f. A conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
- g. A conveyance of land for highway or other public purposes and grants relating to the dedication or vacation of land for public use;
- h. A conveyance made to correct descriptions in prior conveyances.
- \*\*  i. A conveyance of land resulting from the one-time division of a parcel which is less than 5 acres and existed on July 17, 1959 and which does not involve any new streets or easements of access.
- \*\*  j. A conveyance of land less than five acres resulting from the one-time division of a parcel greater than 5 acres which existed on October 1, 1973 and which does not involve any new streets or easements of access.
- \*\*  k. A division of land to allow fee simple sale of a duplex.
- \*\*  l. Division meets criteria for agricultural exemption.

\*\* If an exemption with a double asterisk is checked also check one of the following:

\_\_\_ Plat Officer Approval is required and attached.

\_\_\_ Plat Officer Approval is not required because parcel is located wholly within municipal limits of \_\_\_\_\_ which does not require Plat Officer review.

\_\_\_ Agricultural Exemption Certificate Attached.

Further affiant sayeth not.

Signature: [Signature]



DocId:8431119

T...4959990

# ADMINISTRATOR'S WARRANTY DEED

RETURN DOCUMENT TO:

Barry and Marcia Kelley  
(Name)  
3245 Old MacArthur Boulevard  
(Address)  
Springfield, Illinois 62704

**2024R13060**

08/06/2024 02:58 PM

REC FEE 28.00

GIS FEE 18.00

RHSP FEE 18.00

ST STAMP FEE 52.50

CO STAMP FEE 26.25

TOTAL: 142.75

PAGES: 3 DEB

JOSHUA A LANGFELDER  
SANGAMON COUNTY RECORDER

This indenture made on Tuesday, the 6<sup>th</sup> day of August 2024, by and between James W. Harmony, Administrator with Will Annexed for the Estate of Benjamin F. Harmony, Deceased, hereinafter known as "Grantor," and Barry and Marcia Kelley, a married couple of the City of Springfield, County of Sangamon, and State of Illinois, hereinafter known as "Grantee":

**WHEREAS**, Grantor was duly appointed as the Administrator with Will Annexed for the Estate of Benjamin F. Harmony by order entered by the Sangamon County Circuit Court on the 20<sup>th</sup> day of December 2021, in the matter docketed as *Estate of Harmony*, No. 2021 P 339, and is qualified to so act;

**WHEREAS**, Grantor, acting as the Administrator with Will Annexed of the Estate of Benjamin F. Harmony, entered into a contract to sell the real estate located at 3313 Old MacArthur Boulevard, Springfield, Sangamon County, Illinois, to Grantee, and he is duly authorized by law to sell said real estate on behalf of the Estate, pursuant to an order entered by the Court on the 8<sup>th</sup> day of February 2024;

**WHEREAS**, Grantor sold the real estate to Grantee for the sum of \$52,500.00; and

**NOW, THEREFORE**, Grantor, in consideration of the sum of \$52,500.00, to him in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY to Grantee, to have and to hold forever, as joint tenants with the right of survivorship, all of following-described real estate and all interest of Decedent therein, situated in the County of Sangamon and State of Illinois, as legally described below:

Lot 12, Pierik Place Subdivision of the City of Springfield, SE PT, NE PT, S RR, SE 8-15-5,

Permanent Index Number(s) 22-08.0-427-032

Property Address 3313 Old MacArthur Boulevard, Springfield, Illinois 62704

**IN WITNESS WHEREOF**, Grantor, as the Administrator with Will Annexed for the Estate of Benjamin F. Harmony, Deceased, has hereunto set his hand and seal the day and year first set forth above.

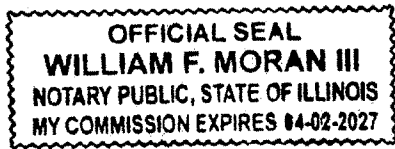
James W. Harmony, Administrator with Will Annexed of the Estate of Benjamin F. Harmony

2026-065

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF SANGAMON )

I, William F. Moran III, a Notary Public in and for the County and State aforesaid, hereby certify that James W. Harmony, the above-named Administrator with Will Annexed for the Estate of Benjamin F. Harmony, personally known to me to be the same person whose name is subscribed to the foregoing document, appeared before me this day in person and acknowledged that he signed the foregoing document as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 6<sup>th</sup> day of August 2024.



A handwritten signature in black ink, appearing to read "W.F. Moran III".

\_\_\_\_\_  
Notary Public

---

---

**INSTRUMENT PREPARED BY:**

William F. Moran, III  
Attorney at Law  
Stratton, Moran, Reichert & Sronce  
725 South Fourth Street  
Springfield, IL 62703  
Telephone: 217/528-2183  
Email: [bmoran@stratton-law.com](mailto:bmoran@stratton-law.com)

**RETURN TO AND  
MAIL TAX BILL TO:**

Barry and Marcia Kelley  
3245 Old MacArthur Boulevard  
Springfield, IL 62704

2026-065

**AFFIDAVIT FOR PURPOSE OF PLAT ACT AND SURVEY REQUIREMENTS**

(Relevant Zoning and Subdivision Ordinances Will Also Apply)

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF SANGAMON )

DATE: August 6, 2024

Affiant is a resident of Sangamon Co., and is (agent for) (an officer) one of the grantor(s) in a deed (lease) bearing the above date transferring an interest in the real estate described in the accompanying document(s). Affiant further states this transfer is exempt from the Illinois Plat Act because it is:

- a. NOT A DIVISION OF LAND;
  - 1. Conveyance of entire parcel as described in current tax records,
  - 2. Conveyance of a parcel resulting from a division contained in a document recorded prior to November 1, 1987. Indicate the recording date \_\_\_\_\_ and the document number \_\_\_\_\_.
- b. A division or subdivision of land into tracts five acres or more in size which does not involve any new streets or easements of access;
  - \*\*  1. Division by metes and bounds description;
  - 2. Fractional Parts Division;
- c. A division of lots or blocks in any approved and recorded subdivision which does not involve any new streets of easement access;
  - \*\*  1. Division is being done to create a new building site;
  - 2. Division is being done to add land to a contiguous lot and no drainage or utility easements are affected;
- \*\*  d. A sale or exchange of land between owners of adjoining and contiguous land provided a new building site is not being created,
- e. A conveyance of land for use as a right of way for railroad or other public utilities which does not involve any new streets or easements access;
- f. A conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
- g. A conveyance of land for highway or other public purposes and grants relating to the dedication or vacation of land for public use;
- h. A conveyance made to correct descriptions in prior conveyances.
- \*\*  i. A conveyance of land resulting from the one-time division of a parcel which is less than 5 acres and existed on July 17, 1959 and which does not involve any new streets or easements of access.
- \*\*  j. A conveyance of land less than five acres resulting from the one-time division of a parcel greater than 5 acres which existed on October 1, 1973 and which does not involve any new streets or easements of access.
- \*\*  k. A division of land to allow fee simple sale of a duplex.
- \*\*  l. Division meets criteria for agricultural exemption.

---

\*\* If an exemption with a double asterisk is checked also check one of the following:

- \_\_\_ Plat Officer Approval is required and attached.
- \_\_\_ Plat Officer Approval is not required because parcel is located wholly within municipal limits of \_\_\_\_\_ which does not require Plat Officer review.
- \_\_\_ Agricultural Exemption Certificate Attached.

Further affiant sayeth not.

Signature: \_\_\_\_\_

2026-065

**PETITION FOR RECLASSIFICATION  
AND VARIANCES**

**CITY OF SPRINGFIELD**

**PETITION FOR RECLASSIFICATION AND VARIANCES  
CONTINGENT UPON ANNEXATION**

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF SANGAMON )

IN THE MATTER OF THE PETITION OF BARRY S. KELLEY AND MARCIA L. KELLEY, OF SPRINGFIELD, ILLINOIS, RESPECTFULLY PETITIONS FOR (1) AMENDMENT OF THE ZONING CODE OF THE CITY OF SPRINGFIELD, ILLINOIS, RECLASSIFYING SUBJECT PROPERTY UPON ANNEXATION FROM R-1, SINGLE FAMILY RESIDENCE DISTRICT TO I-1, LIGHT INDUSTRIAL DISTRICT PURSUANT TO ARTICLE X; AND (2) GRANT OF VARIANCES RELATED TO REQUIRED YARDS; LOADING, PARKING, SURFACING, AND MULTIPLE PRINCIPAL USES FOR THE SUBJECT PROPERTY UPON ANNEXATION OF THE SAME.

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS; AND

TO THE SPRINGFIELD PLANNING AND ZONING COMMISSION OF THE CITY OF SPRINGFIELD, ILLINOIS:

COMES NOW Petitioners, Barry S. Kelley and Marcia L. Kelley, and respectfully petitions the Planning and Zoning Commission and Council of the City of Springfield as follows:

**RECLASSIFICATION**

1. Barry S. Kelley and Marcia L. Kelley ("Petitioners"), are the owners of the properties located at 3245 Old MacArthur Blvd ("Parcel 1") and 3313 Old MacArthur Blvd ("Parcel 2"), Springfield, Illinois 62704, legally described as follows:

See **EXHIBIT A** (A copy of deeds and related legal descriptions)

And further identified as PIN(s): 22-08.0-427-031 & 22-08.0-427-032, respectively, (hereinafter collectively referred to as the "Property").

2. Petitioners have submitted their Petition for Annexation of the Property to the Springfield City Clerk as of the filing of this Zoning Petition. That Petition for Annexation is contingent upon approval of this Zoning Petition. See **EXHIBIT B**.

3. The Property is located along Old MacArthur Blvd (west of the South MacArthur Blvd extension) south of Junction Circle and North of Centre Street in unincorporated Sangamon County and consists of approximately 200 feet of frontage on Old MacArthur Blvd by approximately 435.6 feet of depth constituting approximately 87,465 square feet of land (2.0

acres). The Property is depicted on the parcel map showing the location of all parcels of the Property which is attached hereto as **EXHIBIT C**.

4. The improvements located on the Property consist of the following:

a. Parcel 1 has an existing single-family residence at the front of the property with a contractor shop in the rear of property per the use variance granted in Sangamon County Resolution 79-A-30 (Aug. 1, 1979). The contractor shop has been in continuous operation since 1979, approximately 46 years.

b. Parcel 2 is vacant following the demolition of the residential structures on the property pursuant to Sangamon County Building & Zoning Permit 41738.

5. The current zoning classification of all the parcels included in the Property is R-1 Single-Family Residence District (Sangamon County). Upon annexation, the Property will be classified R-1 Single-Family Residence pursuant to §155.008 of the City Code unless zoning relief is granted.

6. Petitioners have been operating their general contracting and snow removal business at this location since the granting of the use variance referenced above and have experienced significant growth over nearly five decades. The business does not involve customers or members of the public visiting the Property, and most of the time there is only one to two employees present in the office. Petitioners own 10 trucks that are dispatched from the Property for snow removal services, all of which will be stored indoors between the new and existing contractor shops. Petitioners, who have resided in the single-family residence at Parcel 1, have been good neighbors since acquiring the properties, clearing overgrowth and removing solid waste, scrap, and materials left behind by the previous owner. Most recently, Petitioners demolished the residential structures at the recently acquired Parcel 2, which served as a rental property and had fallen into disrepair. Having made substantial improvements to the properties in the petition, Petitioners desire to sustain and improve the business in the location it has called home for nearly 50 years, a location that is centrally located among its several large snow removal clients.

7. Pursuant to Article X of the Zoning Code of the City of Springfield, Petitioners seek reclassification of the Property from the R-1 District to the I-1 District and proposes to modify the property by constructing a metal building measuring 183' by 70' (12,810 sq. ft.) on Parcel 2 to be used in furtherance of the contractor shop and the existing general contracting and snow removal services conducted therefrom. Within that structure, approximately 128' x 70' (8,960 sq. ft.) will be utilized for indoor storage of vehicles, equipment, and materials. The remaining, approximately 55' x 70' area (3,850 sq. ft.) will be utilized for office space. Based upon the above-described footprint, Petitioners anticipate that the proposed building will be situated on the Property in such a manner that it would have a south side yard of 10', a west rear yard of 20', and an east front yard of 232'. Orientation and construction of the structure would be subject to adjustments during the permitting process. See **EXHIBIT D** for a preliminary site plan showing the anticipated location of the proposed structure.

8. Existing Uses of Property within the General Area of the Property. To the best of Petitioners' knowledge, the area from Junction Circle south along South Douglas Ave. and Old MacArthur Blvd. has seen the development of several businesses where many of the properties were previously residential. Moreover, many of the residential uses that persist have transitioned to rental properties, some of which continue to shift to business type uses, with and without the appropriate zoning relief. Two hundred feet (200') to the north at 3208 S. Douglas Avenue is a contractor's shop that currently makes cabinets and provides kitchen and bathroom remodeling and installation services. This use is zoned I-1 in unincorporated Sangamon County and bounded on three sides (to the east, south, and west) by parcels classified residential. Additionally, parcels adjacent to and near Petitioners' host other construction trade related businesses. These include, but are not limited to, bricklayer, painting, remodeling, and a utility contractor. See **EXHIBIT E**.

9. The zoning classification of property within the general area of the Property. The general area around the Property on the west side of Old MacArthur Blvd. remains in unincorporated Sangamon County. The adjacent parcels surrounding the Property are R-1. However, many of the nearby R-1 parcels have secured use variances from Sangamon County similar to that of the Petitioners. Furthermore, the Sangamon County Zoning Map identifies an array of zoning classifications in the area bounded by Junction Circle to the north, Old MacArthur to the east, the railroad to the south, and South Park Avenue to the west. Specifically, the following classifications are all present in the described area: A – Agricultural; B-2 – Retail Business; B-3 – General Business; I-1- Restricted Industrial; O – Office and College; R-1 – Single-Family Residence; R-2 – Single-Family and Two-Family Residence; R-3 – General Residence. See **EXHIBIT E**.

10. The suitability of the Property in question to the uses permitted under the existing zoning classification. Petitioners would like to improve their business with a new shop on Parcel 2 that would allow them to store their business trucks in a heated facility, protecting those investments and increasing the efficiency of their operations. However, Petitioners cannot expand the scope of the existing use variance on Parcel 1, and the current county zoning, R-1, would not allow the operation of the business on Parcel 2 in the same manner Petitioners have been able to do under the existing use variance authorized on Parcel 1. Moreover, the size and proposed use of the new structure requires a water sprinkler fire suppression system, and the corresponding water service from the City of Springfield that is required to support the system is unavailable without annexation to the City. Without the zoning relief requested in this petition, the Property would be annexed as R-1. Additionally, the current zoning classification does not allow for any outdoor storage of materials related to the business, and Petitioners have found that the need for at least some outdoor storage has increased over the life of the business. Of particular concern is salt and/or ice melt materials that are sealed in individual packages and palletized. These materials are seasonal in nature, being delivered 2-4 times per year, and only stored onsite during the snow-removal season.

11. The trend of development, if any, in the general area of the Property, including changes, if any, which have taken place since the day the Property was placed in its present zoning classification. As previously noted, the general area around the Property on the west side of Old MacArthur Blvd. remains in unincorporated Sangamon County. A review of the Sangamon County Zoning Map at the area bounded by Old MacArthur to the east, Junction Circle to the north, South

Park Avenue to the west, and the railroad tracks to the south show that zoning classifications have intensified in that area, moving away from R-1 and residential type uses and towards more commercial uses, including B-3 and I-1 classifications. Between South Douglas and Old MacArthur in particular there are a number of businesses involving the construction trades including, but not limited to, bricklayer, painting, remodeling, and a utility contractor. Petitioners have marked several properties with "\*\*\*\*" on **EXHIBIT E** to the Petition where the Petitioners has personal knowledge of zoning relief being granted to allow more intense use of properties that were classified R-1.

The development of the Iles Junction West subdivision is ongoing on the east side of Old MacArthur and east of the MacArthur Blvd. Upon annexation and platting of that subdivision development, specifically Lot 2, a substantial portion of that land will be classified as I-1 within the City. **EXHIBIT F** (Land Subdivision Committee Meeting Minutes from January 4, 2024, at p.3).

12. *The relationship of the uses allowed under the proposed zoning classification to the official city plan.* The Property is located in Sector 13 as described by the City of Springfield Comprehensive Plan 2017-2037, identifies the Property as Commercial and Higher Density Residential. See **EXHIBIT G** (a copy of Sector 13 Southwest Area Land Use from the comprehensive plan with the Property marked). The Comprehensive Plan specifically provides that "MacArthur Boulevard is a commercial corridor and the proposed land uses should match trend." Moreover, the proposed land use map for Sector 13 of the Comprehensive Plan identifies the vicinity of the Property as "Commercial". Additionally, there is one parcel immediately adjacent to the Property to southwest that is classified as "Higher Density" along with several others in the general area west of MacArthur Blvd as well as a sweeping swath of the property east of MacArthur Blvd making up a majority of the property between Stanford Ave. to the north and the railroad to the south. Therefore, granting the requested reclassification would be in keeping with the City's own comprehensive plan.

13. The reclassification of the Property and the proposed use would have no adverse or negative impact on the adjoining and adjacent properties within the area but instead, would have a beneficial impact by ensuring continuity of use, encouraging development, and improving the character of the area.

14. The requested reclassification would permit Petitioners to make the highest and best use of the Property, continue to improve the Petitioners' business, and protect their investment in the area.

15. Petitioners seek variances related to Sections 155.001; 155.040; 155.063(a) & (b); 155.050; 155.111; 155.112; 155.113; 155.131; 155.214; 155.480(d), (h), (k), and (i) of the Zoning Code of the City of Springfield to allow Petitioners to maintain an existing unpaved open off-street parking and vehicle storage area; construct additional off-street parking and vehicle storage area of rock; construct a new contractor's shop; and make use of existing outdoor space for storage without complying with the requirements identified and described in paragraphs 16-18 herein.

## REQUIRED YARD VARIANCES

16. The Petitioners, to be able to maintain Petitioners' use of the Property and improve the same, will require a variance as requested on the application of the regulations of the Zoning Ordinance of the City of Springfield, as they apply to above-described Property as follows:

- a. Under the provisions of Section 155.063(a), to allow
  - i. a ten-foot (10') side yard on the south side of Parcel 2, which coincides with a side lot line in an adjacent residential district.
  - ii. a zero-foot (0') side yard on the north side of Parcel 1, which coincides with a side lot line in an adjacent residential district.
  - iii. a twenty-foot (20') rear yard on the west side of Parcels 1 and 2, which coincides with a rear lot line in an adjacent residential district.
- b. Under the provisions of Section 155.063(b), to allow storage in the required rear yards of Parcels 1 and 2 and the north side yard of Parcel 1.

## LOADING, PARKING, & SURFACING VARIANCES

17. The Petitioners, to be able to maintain Petitioners' use of the Property and improve the same, will require a variance as requested on the application of the regulations of the Zoning Ordinance of the City of Springfield, as they apply to above-described Property as follows:

- a. Under the provisions of Section 155.050, Screening, to allow Petitioners to utilize screening in the form of solid privacy fencing at a height of six feet (6') rather than eight feet (8') along the southern edge of Parcel 1, the western edge of Parcels 1 and 2, in the east front yard of Parcels 1 and 2 (set back even with the front of the existing contractor's shop on Parcel 1 so as to avoid yard and obstruction issues). Further, Petitioners request to vary the provisions of 155.050 to allow no screening along the northern edge of Parcel 1 where there is currently no screening.
- b. Under the provisions of Section 155.111, Access to off-street parking facilities, to allow Petitioners to construct an open off-street parking and vehicle storage area of rock without requiring that the existing approach, driveway, and drive lane be constructed with a Portland cement concrete approach and to allow such existing approach, driveway, and drive lane to exceed thirty-five feet (35') in width but not exceed its current width.
- c. Under the provisions of Section 155.112, Surfacing, to allow Petitioners to construct an open, off-street parking and vehicle storage area of rock without requiring a wearing surface of asphaltic concrete or comparable hard surface.
- d. Under the provisions of Section 155.113, Screening, to allow an open off-street parking areas and driveways containing more than four parking spaces without screening along the north property line of Parcel 1.

- e. Under the provisions of Section 155.131, Wholesale, manufacturing, and industrial plants, to allow Petitioners to construct an open off-street parking and vehicle storage area without the required loading space.
- f. Under the provisions of Section 155.480(d), (h), and (k), Landscape and lighting, to allow Petitioners to construct of a parking area without requiring a landscape plan, including the installation and maintenance of parking lot landscaping and lighting and the points related thereto.
- g. Under the provisions of Section 155.480(i), Transitional buffer yard requirement and landscaping, to reduce the required transitional buffer yard along the north and west boundaries of Parcel 1 and the south and west boundaries of Parcel 2 to zero feet (0').

### PRINCIPAL & ACCESSORY USE VARIANCES

18. The Petitioners, to be able to maintain Petitioners' use of the Property and improve the same, will require a variance as requested on the application of the regulations of the Zoning Ordinance of the City of Springfield, as they apply to above-described Property as follows:

- a. Under the provisions of Section 155.001, Definitions "Lot" and "Use", to allow more than one principal building and use consisting of the existing single-family residence and the new contractor shop on Parcel 2. The existing contractor shop on Parcel 1 will remain and support the new contractor shop as accessory storage.
- b. Under the provisions of Sections 155.214 and 155.040, Permitted Use, to allow a single-family residence as a permitted use in the I-1 light industrial district on Parcel 1.
- c. Under the provisions of Sections 155.214 and 155.040, Permitted Use, to allow the two existing gallon above-ground, double-walled diesel storage tanks (550 and 1000 gallons) with barrier protection located along the northern boundary of Parcel 1 as an I-2 accessory use in the I-1 district for fueling the trucks and equipment used for snow removal.

19. Specifically, upon annexation and reclassification, the previously granted use variance will be extinguished, and the single-family residence on Parcel 1 will no longer be a permitted use. In the absence of the requested zoning relief, Petitioners would be required to remove the use and/or the building. Petitioners desire to maintain the single-family residence, which has been their personal residence for approximately five decades.

20. The property in question cannot be economically used or cannot yield a reasonable return, if permitted to be used only for the conditions allowed by the regulations. The property in question cannot be economically used or cannot yield a reasonable return, if permitted to be used only for the conditions allowed by the applicable regulations, even following reclassification to the I-1 District. Petitioners must expend considerable resources improving the structures on the Property, including but not limited to constructing the new shop and associated sprinkler system. Spending additional funds to pave the parking surface, approach, drive lane, and driveway will

offset any return on the Property for the foreseeable future and make proposed improvement economically unfeasible. Moreover, limiting availability of existing space on the Property for storage will require the Petitioners to continue to secure off-site storage for light equipment like small trailers and materials such as packaged and palletized salt rock and ice melt further reducing economic viability and/or reasonable return of the Property.

21. The plight of the owner is due to unique circumstances. As previously indicated, the Petitioners desire to improve the currently vacant Parcel 2 with a new shop building in support of the existing business use on Parcel 1. That proposed structure and its intended mixed uses of office space and vehicle/equipment storage requires a sprinkler-based fire suppression system in order avoid costly fire walls and other construction methods that would limit sight lines between the office space and storage area that facilitate efficient dispatching of vehicles for snow removal. In order to secure an appropriately sized water supply line to support the sprinkler system, the City of Springfield requires annexation (or annexation agreement for those properties not contiguous with the corporate limits of the City) in exchange for such water service. Annexation of the Property would subject the Property to the City's zoning requirements, including the loading, parking, and surfacing requirements referenced above. These requirements in addition to the cost of constructing the new shop building would prove cost prohibitive. Moreover, during the snow removal season, it is anticipated that employees will back their assigned trucks out of their respective bays in the new building on Parcel 1 and park their personal vehicles inside the heating building while they are offsite performing snow removal, which will further reduce utilization of the parking area.

22. If granted, the variances will not alter the essential character or locality, impair an adequate supply of air and light to adjacent property, increase congestion of traffic, or diminish or impair property values in the locality. Parcel 1 has never had a paved parking since it was acquired by Petitioners in to this petition without giving rise to the issues of character of the locality, impairing supply of air and light, increasing congestion of traffic, or diminishing or impairing property values in the locality. Petitioners plan to maintain Parcel 2 in the same manner so as to avoid these concerns. Moreover, the reclassification and this related variance are likely to improve property values as the Property is put to its highest and best use and improvement is able to continue over time.

23. Being granted the variances identified herein will add value to the Property by allowing Petitioners to improve the Property and increase the efficiency of its use consistent with the reclassification requested herein.

WHEREFORE, Petitioners pray to the Council of the City of Springfield, Illinois, after proper notice and hearing on the petition and recommendation by the Springfield Planning and Zoning Commission, that the Council of the City of Springfield, Illinois will grant:

- A. The amendment to reclassify the property from R-1 to I-1 as requested herein;
- B. The variances as requested herein, namely of Sections 155.001, Definitions; 155.040, I-1 Permitted Use; 155.063(a) & (b), Required Yards for Lots Adjoining Residential Districts; 155.050, Screening; 155.111, Access to Off-street Parking Facilities;

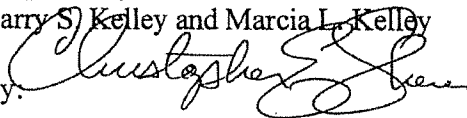
155.112, Surfacing; 155.113, Screening; 155.131, Wholesale, Manufacturing, & Industrial Plants; 155.214, Applications for Amendments & Variances; 155.480(d), (h), (k), and (i), Landscaping, Screening, & Lighting Regulations of the Code of the City of Springfield.

FURTHER WHEREFORE, Petitioners prays to the Council of the City of Springfield, Illinois, after proper notice and hearing on the petition and recommendation by the Springfield Planning and Zoning Commission, that if the Council does not grant the requested amendment to reclassify the property from R-1 to I-1 as request herein, that it will grant a use variance for the described use of the Property as a contractor's shop with outdoor storage of materials related and accessory to the snow removal business conducted thereon along with the above-requested variances, including allowing more than one principle use and building in the form of the existing single-family residence and the new and existing contractor shops.

Respectfully submitted,

Barry S. Kelley and Marcia L. Kelley

By:



One of Their Attorneys

Christopher E. Sherer  
Giffin, Winning, Cohen & Bodewes, P.C.  
900 Community Drive  
Springfield, IL 62703  
Telephone: (217) 525-1571  
Fax: (217) 525-1710

**EXHIBIT A**

**RECORDED DEEDS AND  
LEGAL DESCRIPTIONS**

## LEGAL DESCRIPTION

3245 Old MacArthur Boulevard, Springfield, Illinois

**Parcel I:**

The East 166.32 feet of Lot Eleven (11) of Pierik Place, being a subdivision of part of the Northeast Quarter and part of the Southeast Quarter of Section 8, Township 15 North, Range 5 West of the Third Principal Meridian, EXCEPT the South 20 feet thereof.

Except all coal, minerals and mining rights heretofore conveyed of record.

**Parcel II:**

Lot Eleven (11) of Pierik Place, being a subdivision of part of the Northeast Quarter and part of the Southeast Quarter of Section 8, Township 15 North, Range 5 West of the Third Principal Meridian, EXCEPTING THEREFROM the following described tract:

The East 166.32 feet of Lot Eleven (11) of Pierik Place, EXCEPT the South 20 feet thereof. (As shown on Plat of Resurvey dated September 29, 1993, approved September 30, 1993 by the Sangamon County Plats Officer, and recorded November 19, 1993 as Document No. 93-52859 in the Recorder's Office of Sangamon County, Illinois.)

Except all coal, minerals and mining rights heretofore conveyed of record.

Situated in Sangamon County, Illinois

Street Address: 3245 S. MacArthur Boulevard, Springfield, Illinois

PIN(S): 22-08-427-031

2026-065

**LEGAL DESCRIPTION**

**3313 Old MacArthur Boulevard, Springfield, Illinois**

Lot 12, Pierik Place Subdivision of the City of Springfield, SE PT, NE PT, S RR, SE 8-15-5

Situated in Sangamon County, Illinois

Street Address: 3313 Old MacArthur Boulevard, Springfield, Illinois

PIN(S): 22-08.0-427-032



\* 2 0 0 9 R 3 5 2 7 6 \*

2009R35276

07/09/2009	11:19AM
REC FEE:	15.00
REC REST FEE:	4.00
BIS FEE:	9.00
BIS REST FEE:	1.00
RHSP FEE:	10.00
TOTAL:	\$39.00
PAGES:	4

JENNIFER

JOSHUA A. LANGFELDER  
SANGAMON COUNTY RECORDER

Prepared by: Zelle Law Offices, PC  
P.O. Box 9800  
Springfield, IL 62791

File Number: 906-35785

Address: 3245 S. MacArthur Boulevard  
Springfield, Illinois

PIN(s): 22-08-427-031

## QUIT CLAIM DEED - TENANCY BY THE ENTIRETY

GRANTOR(S), Barry S. Kelley and Marcia L. Kelley, husband and wife, for Two Dollars and other valuable consideration in hand paid, QUIT CLAIM(S) and CONVEY(S) to Barry S. Kelley and Marcia L. Kelley, husband and wife, as tenants by the entirety and not as joint tenants or tenants in common, the following described real estate:

"See Attached Exhibit A-1 for Legal Description"

Subject to easements, covenants and restrictions of record.  
Subject to taxes for 2009 and subsequent years.

Situated in Sangamon County, Illinois.

Releasing and waiving all rights under the Illinois Homestead Exemption Laws.

Executed on: June 15, 2009

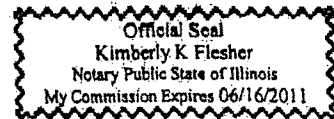
[Signature]  
Barry S. Kelley  
[Signature]  
Marcia L. Kelley

State of Illinois  
County of Sangamon

The foregoing instrument was acknowledged before me by Barry S. Kelley and Marcia L. Kelley, husband and wife.

Kimberly K. Flesher June 15 2009  
Notary Public

(SEAL)



Grantee's Address:/Return To/Tax Bill To: (Cross out if inapplicable)

Barry S. Kelley and Marcia L. Kelley

3245 S. MacArthur Boulevard, Springfield, IL 62704

Return To: Tax Bill To: (Circle if applicable)

United Community Bank  
P.O. Box 148 Gillespie, IL 62033

Exempt under provisions of Paragraph (e) of 35 ILCS 200/31-45 under the Illinois Real Estate Tax Transfer Law.

6-15-09  
Date

Kimberly K. Flesher  
Buyer, Seller or Representative

**EXHIBIT A-1**  
**LEGAL DESCRIPTION**

**Parcel I:**

The East 166.32 feet of Lot Eleven (11) of Pierik Place, being a subdivision of part of the Northeast Quarter and part of the Southeast Quarter of Section 8, Township 15 North, Range 5 West of the Third Principal Meridian, EXCEPT the South 20 feet thereof.

Except all coal, minerals and mining rights heretofore conveyed of record.

**Parcel II:**

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The East 166.32 feet of Lot Eleven (11) of Pierik Place, EXCEPT the South 20 feet thereof. (As shown on Plat of Resurvey dated September 29, 1993, approved September 30, 1993 by the Sangamon County Plats Officer, and recorded November 19, 1993 as Document No. 93-52859 in the Recorder's Office of Sangamon County, Illinois.)

Except all coal, minerals and mining rights heretofore conveyed of record.

Situated in Sangamon County, Illinois

Street Address: 3245 S. MacArthur Boulevard, Springfield, Illinois  
PIN(S): 22-08-427-031

**AFFIDAVIT FOR PURPOSE OF PLAT ACT AND SURVEY REQUIREMENTS**

(Relevant Zoning and Subdivision Ordinances Will Also Apply)

STATE OF ILLINOIS )

SS

COUNTY OF SANGAMON )

DATE: 6-15-09

Affiant is a resident of Springfield, and is (agent for) (an officer) (one of) the grantor(s) in a (deed) (lease) bearing the above date transferring an interest in the real estate described in the accompanying document(s). Affiant further states this transfer is exempt from the Illinois Plat Act because it is:

- a. NOT A DIVISION OF LAND;
  - 1. Conveyance of entire parcel as described in current tax records,
  - 2. Conveyance of a parcel resulting from a division contained in a document recorded prior to November 1, 1987. Indicate the recording date \_\_\_\_\_ and the document number \_\_\_\_\_
- b. A division or subdivision of land into tracts five acres or more in size which does not involve any new streets or easements of access;
  - \*\*  1. Division by metes and bounds description;
  - 2. Fractional Parts Division;
- c. A division of lots or blocks in any approved and recorded subdivision which does not involve any new streets of easement access;
  - \*\*  1. Division is being done to create a new building site;
  - 2. Division is being done to add land to a contiguous lot and no drainage or utility easements are affected;
- \*\*  d. A sale or exchange of land between owners of adjoining and contiguous land provided a new building site is not being created,
- e. A conveyance of land for use as a right of way for railroad or other public utilities which does not involve any new streets or easements access;
- f. A conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
- g. A conveyance of land for highway or other public purposes and grants relating to the dedication or vacation of land for public use;
- h. A conveyance made to correct descriptions in prior conveyances.
- \*\*  i. A conveyance of land resulting from the one-time division of a parcel which is less than 5 acres and existed on July 17, 1959 and which does not involve any new streets or easements of access.
- \*\*  j. A conveyance of land less than five acres resulting from the one-time division of a parcel greater than 5 acres which existed on October 1, 1973 and which does not involve any new streets or easements of access.
- \*\*  k. A division of land to allow fee simple sale of a duplex.
- \*\*  l. Division meets criteria for agricultural exemption.

\*\* If an exemption with a double asterisk is checked also check one of the following:

- \_\_\_ Plat Officer Approval is required and attached.
- \_\_\_ Plat Officer Approval is not required because parcel is located wholly within municipal limits of \_\_\_\_\_ which does not require Plat Officer review.
- \_\_\_ Agricultural Exemption Certificate Attached.

Further affiant sayeth not

Signature: [Signature]

# ADMINISTRATOR'S WARRANTY DEED

RETURN DOCUMENT TO:

Barry and Marcia Kelley  
(Name)  
3245 Old MacArthur Boulevard  
(Address)  
Springfield, Illinois 62704



DocId:8431119

20240806

**2024R13060**

08/06/2024 02:58 PM

REC FEE 28.00

GIS FEE 18.00

RHSP FEE 18.00

ST STAMP FEE 52.50

CO STAMP FEE 26.25

TOTAL: 142.75

PAGES: 3

DEB

JOSHUA A LANGFELDER

SANGAMON COUNTY RECORDER

This indenture made on Tuesday, the 6<sup>th</sup> day of August 2024, by and between James W. Harmony, Administrator with Will Annexed for the Estate of Benjamin F. Harmony, Deceased, hereinafter known as "Grantor," and Barry and Marcia Kelley, a married couple of the City of Springfield, County of Sangamon, and State of Illinois, hereinafter known as "Grantee":

WHEREAS, Grantor was duly appointed as the Administrator with Will Annexed for the Estate of Benjamin F. Harmony by order entered by the Sangamon County Circuit Court on the 20<sup>th</sup> day of December 2021, in the matter docketed as *Estate of Harmony*, No. 2021 P 339, and is qualified to so act;

WHEREAS, Grantor, acting as the Administrator with Will Annexed of the Estate of Benjamin F. Harmony, entered into a contract to sell the real estate located at 3313 Old MacArthur Boulevard, Springfield, Sangamon County, Illinois, to Grantee, and he is duly authorized by law to sell said real estate on behalf of the Estate, pursuant to an order entered by the Court on the 8<sup>th</sup> day of February 2024;

WHEREAS, Grantor sold the real estate to Grantee for the sum of \$52,500.00; and

NOW, THEREFORE, Grantor, in consideration of the sum of \$52,500.00, to him in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY to Grantee, to have and to hold forever, as joint tenants with the right of survivorship, all of following-described real estate and all interest of Decedent therein, situated in the County of Sangamon and State of Illinois, as legally described below:

Lot 12, Pierik Place Subdivision of the City of Springfield, SE PT, NE PT, S RR, SE 8-15-5,

Permanent Index Number(s) 22-08.0-427-032

Property Address 3313 Old MacArthur Boulevard, Springfield, Illinois 62704

IN WITNESS WHEREOF, Grantor, as the Administrator with Will Annexed for the Estate of Benjamin F. Harmony, Deceased, has hereunto set his hand and seal the day and year first set forth above.

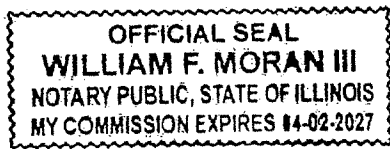
James W. Harmony, Administrator with Will Annexed of the Estate of Benjamin F. Harmony

2026-065

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF SANGAMON )

I, William F. Moran III, a Notary Public in and for the County and State aforesaid, hereby certify that James W. Harmony, the above-named Administrator with Will Annexed for the Estate of Benjamin F. Harmony, personally known to me to be the same person whose name is subscribed to the foregoing document, appeared before me this day in person and acknowledged that he signed the foregoing document as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 6<sup>th</sup> day of August 2024.



A handwritten signature in black ink, appearing to read "W.F. Moran III".

\_\_\_\_\_  
Notary Public

---

**INSTRUMENT PREPARED BY:**

William F. Moran, III  
Attorney at Law  
Stratton, Moran, Reichert & Sronce  
725 South Fourth Street  
Springfield, IL 62703  
Telephone: 217/528-2183  
Email: b Moran@stratton-law.com

**RETURN TO AND  
MAIL TAX BILL TO:**

Barry and Marcia Kelley  
3245 Old MacArthur Boulevard  
Springfield, IL 62704

2025-085



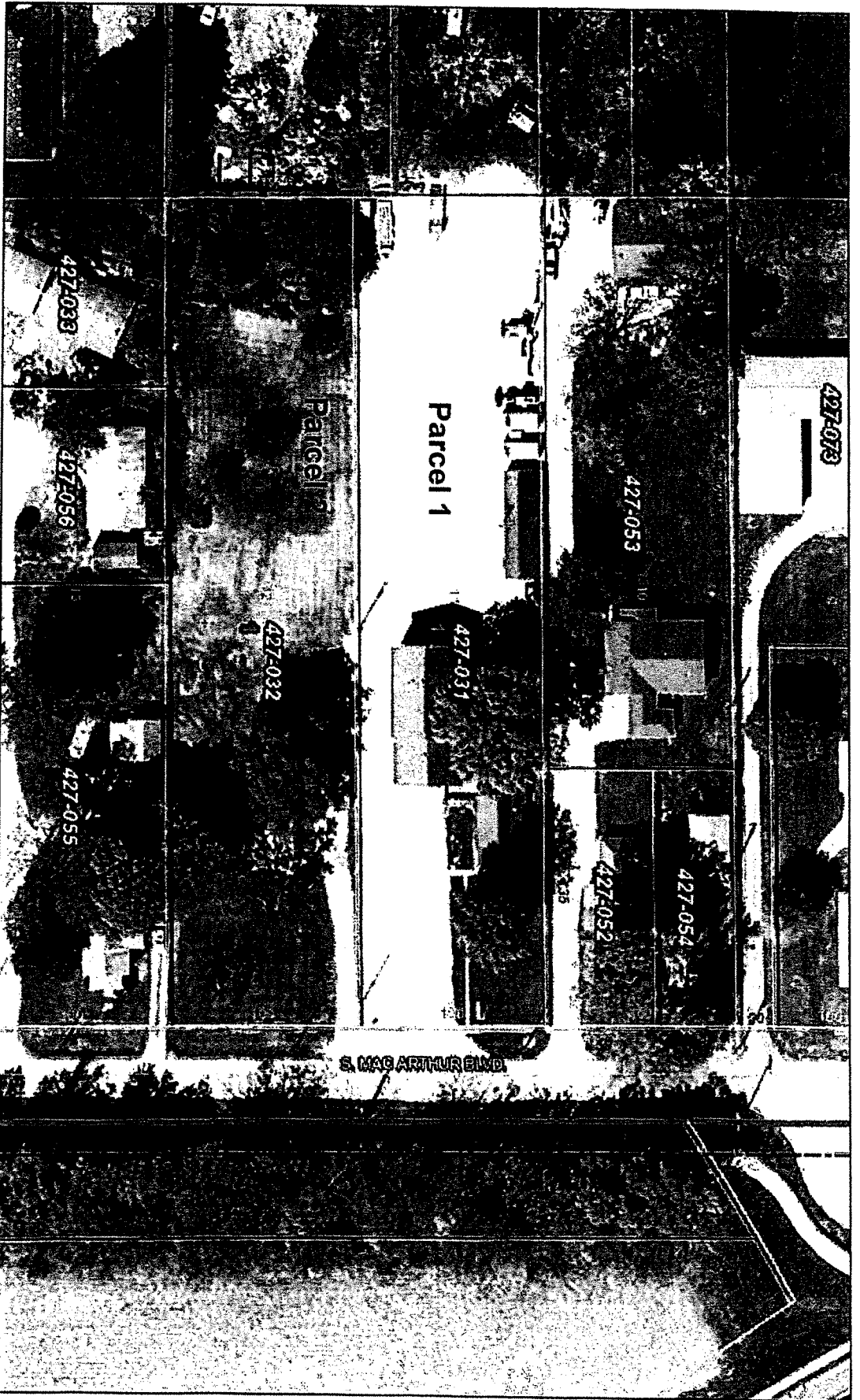
# **EXHIBIT B**

## **Petition for Annexation**

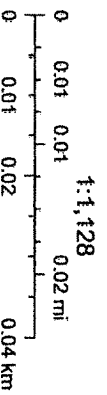
# **EXHIBIT C**

## **Parcel Map**

3245 & 3313 Old MacArthur Blvd



May 28, 2025

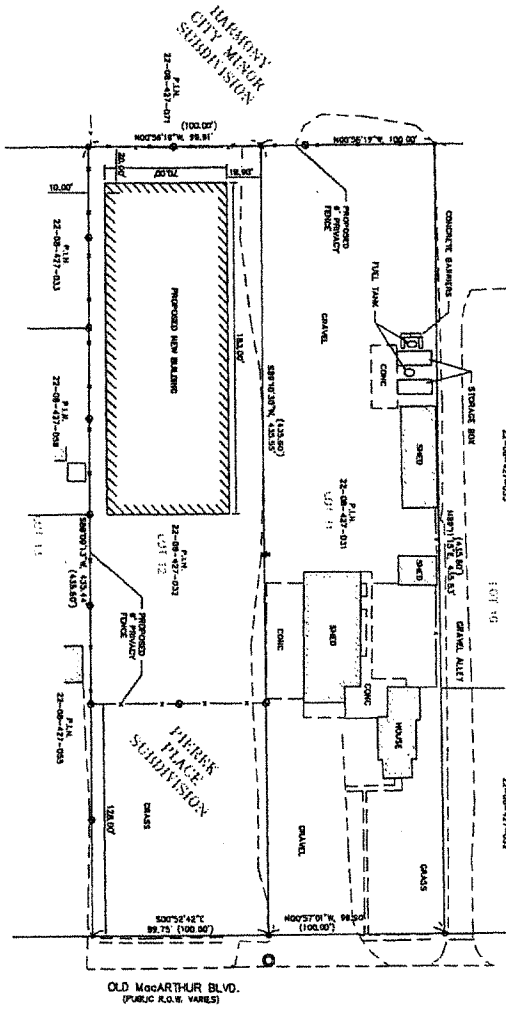
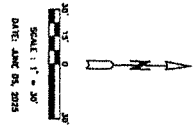


Parcel Number: 22080427034 & 032  
Copyright 2012-2022

2025-065

# **EXHIBIT D**

## **Preliminary Site Plan**



**NOTES:**

1. THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON RECORD DRAWINGS AND RECORD PLANS. UNLESS OTHERWISE NOTED, THE LOCATION OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. EXCAVATING AND/OR REMOVING UTILITIES/STRUCTURES SHALL BE THE RESPONSIBILITY OF THE SERVANT TO LOCATE SAID UTILITIES/STRUCTURES.
2. TEMPORARY SHOW PRIOR TO ANY CONSTRUCTION ACTIVITIES ON SITE.

- LEGEND:**
- HATCHED DISTANCE (THIS SHOWN) (100.00')
  - RECORD DISTANCE (ON DEED DISTANCE)
  - IRON PIN FOUND
  - IRON PIN SET, 3/8"
  - IRON PIPE FOUND
  - POINT ON LINE SET
  - UNKNOWN
  - FENCE
  - POWER POLE
  - EXISTING BUILDING LIGHTS
  - PROPOSED NEW BUILDING LIGHTS

DATE: 08/20/23  
 SCALE: 1"=30'  
 DRAWN BY: KCR  
 CHECKED BY: AJS  
 DWG. NO.: 24109  
 SHEET NO.: 1

ZONING EXHIBIT  
 3245 & 3313 OLD MACARTHUR BLVD.  
 SPRINGFIELD, ILLINOIS

**MEC**  
 MARTIN ENGINEERING COMPANY  
 CONSULTING ENGINEERS-LAND SURVEYORS  
 ILLINOIS PROFESSIONAL DESIGN FIRM NO. 164-042546  
 300 S. 47th ST. FRODOCK RD. WEST BIRKENHEAD, ILLINOIS 61505  
 Phone: (217) 852-4800, E-Mail: me@mec-engineering.com

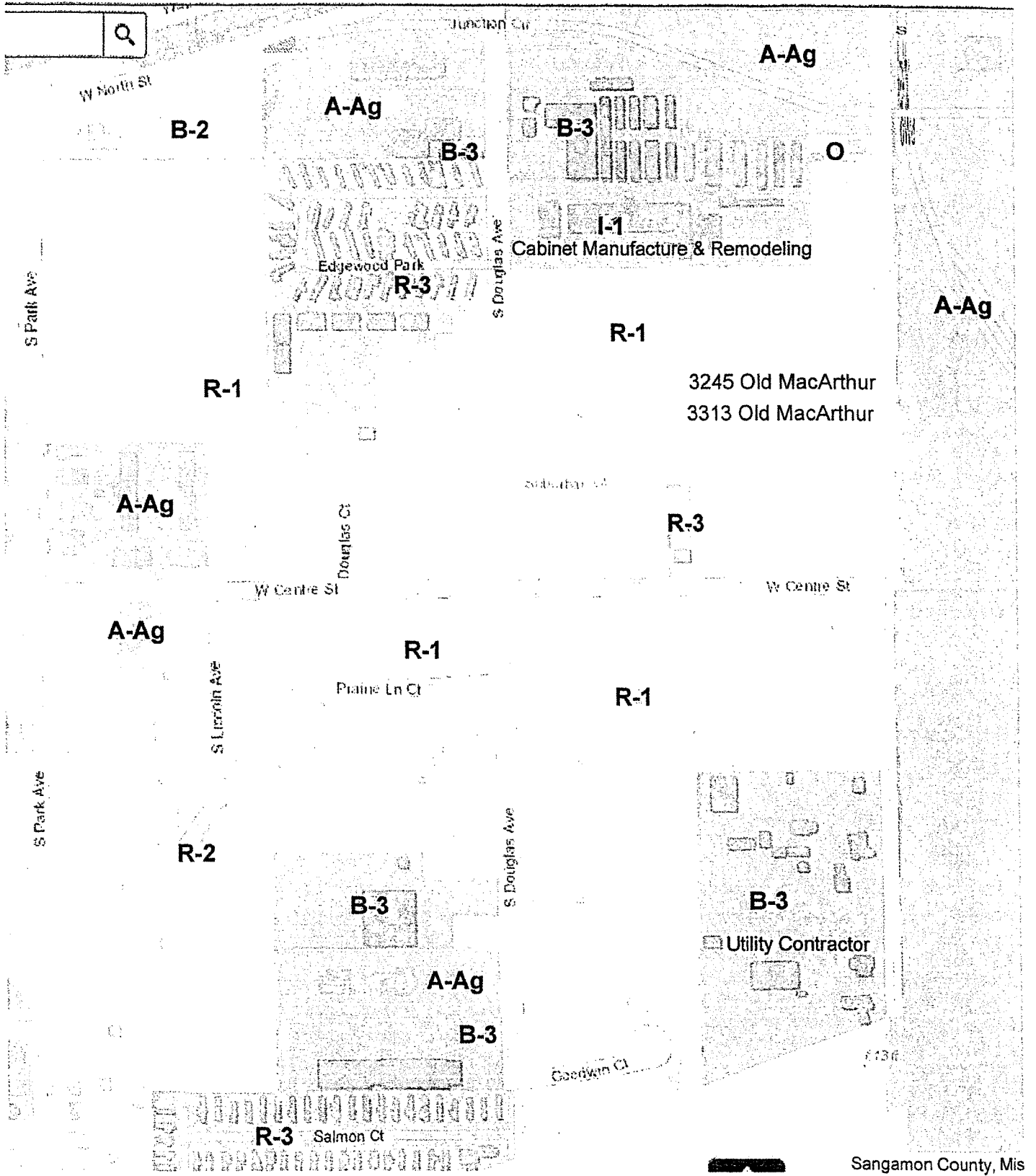
NO.	DATE	REVISION	BY

2023-065

# **EXHIBIT E**

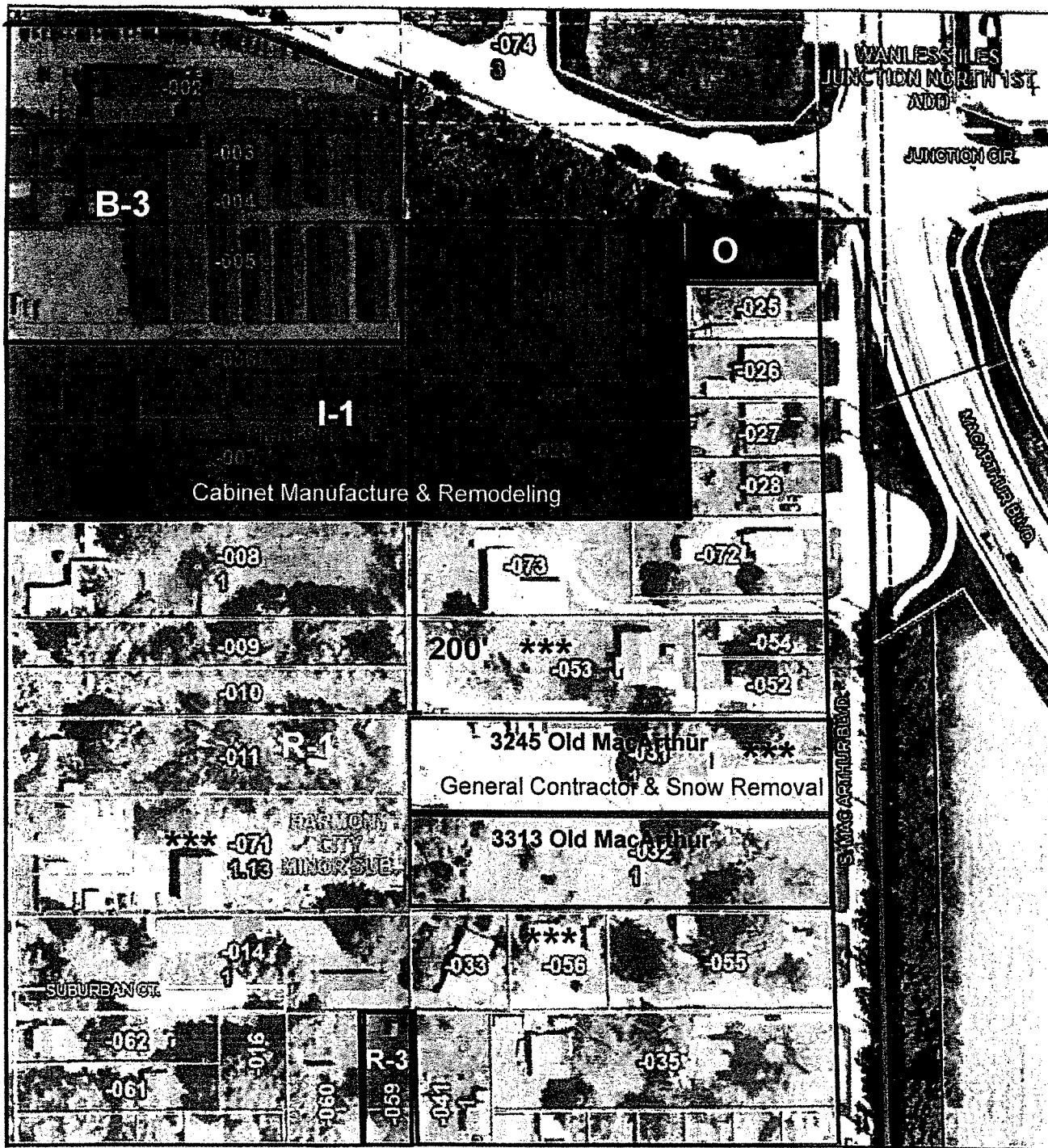
## **Area Zoning & Nearby Uses**

# Exhibit E - Area Zoning & Uses



Sangamon County, Mis

# Exhibit E - Nearby Zoning & Uses



\*\*\* Denotes properties previously receiving use variances or other zoning relief related to commercial uses

2036-335

# **EXHIBIT F**

## **LandSub C Minutes 01-04-2024 Iles Junction West**

# EXHIBIT F - Land Sub. Minutes



## LAND SUBDIVISION COMMITTEE MEETING MINUTES January 4, 2024

### ATTENDANCE

Land Subdivision Committee Members	Staff
Gregg Humphrey, Chairman	Joe Zeibert
Dan Crouse	Emily Prather
Josh Stewart	
John Harris	
Jason Graham	
Patrick Trees	
Brad Bixby	<b>Others</b>
Casey Pratt	Steve Walker
T.J. Heavisides	
Allen Alexander	
Trustin Harrison	
Valera Yazell	
Dean Graven	
Steve Stewart	

- **CALL TO ORDER**

Gregg Humphrey called the meeting to order at 1:30 PM.

- **MINUTES OF MEETING**

Gregg Humphrey asked if there were any changes or corrections to the November 2, 2023 Land Subdivision Committee meeting minutes. Humphrey said hearing none, the meeting minutes would stand as approved.

- **ACTION ITEMS**

See attached

- **UNFINISHED BUSINESS AND NEW BUSINESS**

There was no unfinished business. There was no new business.

- **PUBLIC COMMENT**

There were no public comments.

- **ADJOURNMENT**

T.J. Heavisides made a motion, seconded by Brad Bixby, to adjourn the meeting. The meeting adjourned at 1:41 PM.

# EXHIBIT F - Land Sub. Minutes

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

FILE NO. 1994-57  
CENSUS TRACT # 28.02

**NAME OF SUBDIVISION:** Iles Junction West – Preliminary Plan

**JURISDICTION:** City of Springfield

**DATE OF MEETING:** January 4, 2024

**OWNER:** Fred W. Wanless Trust

**ENGINEER:** Martin Engineering

**DESCRIPTION:** Pt. of the SE ¼, Sec. 8, Pt. of the NE ¼, Sec. 17, Pt. of the SW ¼, Sec. 9, and Pt. of the N ½, NW ¼, Sec. 16, T15N, R5W – Located North of Westchester Blvd. and West of MacArthur Blvd.

12.22 Acres 9 Lots

**MOTION TO RECOMMEND:** Approve, Subject to:

**BY:** Dan Crouse

**2<sup>ND</sup> BY:** Gregg Humphrey

**VOTE:** Unanimous

Steve Walker, Martin Engineering, explained Iles Junction West Preliminary Plan previously came in with the Location and Sketch Map but they found out that a small portion of Lot 2 in Phase 2 needed to be annexed into the City of Springfield. Walker stated that portion is now annexed so they are back proceeding with the Preliminary Plan and opened up for comments.

Joe Zeibert, Regional Planning Commission, stated to provide the size for the existing sanitary sewer to the south along Westchester Boulevard. He said to show the electric lines. He said to provide the covenants. He said to identify the access easements and asked Walker if they were going to identify those on the Preliminary Plan. Walker stated they would like to not show those and stated note 6 says that access easements will be provided between all lots. Walker stated that could be stated in the covenants. Zeibert stated they will need the preliminary covenants to review with the access easements being addressed there. Zeibert said since the access easements are not identified, site development plans will be required for each lot that is dependent on an access easement unless they are approved through the construction plan process. Zeibert stated to key in the sidewalks. He noted there is an area in Lot 2 that is not included and asked if access would be provided to it. Walker stated no because they do not believe it is developable. Zeibert stated to update the existing zoning to

## EXHIBIT F - Land Sub. Minutes

include R-1 for the small portion of Lot 2 that was recently annexed. He explained that when it was annexed it would have come in as R-1 but noted as soon as Lot 2 is platted the whole Lot 2 would take on the I-1 zoning designation. He said to dimension the right-of-way on the Lot Dimension inset. He said to provide the location and width to the nearest foot of all utility easements. He noted it would be beneficial to utilize a second sheet so the Preliminary Plan is not so cluttered.

Zeibert additionally noted a comment was received from Steven Simpson-Black in regards to this development and it stated, "I strongly urge the developer to take any steps possible to retain the tree line and/or replace with adequate vegetation to preserve the bicycle trail experience as well as provide a screen between the current I-1 zoning classification (City of Springfield) of the land being subdivided and the R-1 (Sangamon County) to the west." Zeibert asked Walker if the trees would be preserved along the bike trail. Walker stated he was not sure.

Josh Stewart, CWLP Water, stated the easement on the south side of Lot 3 with the 10-inch water main shall be 20 feet wide. Walker stated that is a little deceiving because all of Lot 1000 is an easement. Walker noted he plans to show the south 10 feet of Lot 3 being an easement with the water main being right on the property line and all of Lot 1000 as an easement. Stewart noted it would be fine as long as there is access that is wide enough for them to get to it. Stewart stated to clearly show the proposed fire hydrant at the southwest corner of Lot 2. Stewart said to show the 20-inch water main that runs east-west along Westchester and crosses MacArthur Boulevard.

T.J. Heavisides, City Traffic Engineer, stated to show and dimension the bike path easement. He said to provide covenants. He said access and easements need to be dimensioned along Lots 2, 7, and 8. He said to include a note on the Preliminary Plan that the development of Lot 2 shall require that Westchester Boulevard be constructed and Lot 2 be platted. Walker said it is stated by Lot 2 on the plan but said they could put it in the notes as well. Heavisides stated to add the note to clarify that the intent is that Lot 2 gets platted before it gets developed. Heavisides said to verify that the water and sanitary sewer separation meet the 10-foot required offset and ensure that the proposed sewer manholes are outside the proposed driveway access for Lots 7 and 8. He said construction plans will need to be submitted for the relocation of the bike trail. He said to provide drainage calculations and an approval letter from Woodside Township for discharging into their existing storm sewer system. He said to provide the updated traffic study that was previously reviewed and approved by IDOT with the former submittals, which specifically addresses this area. He said they would like to specifically see the evaluation at the intersection of Centre Street and MacArthur Boulevard for the following two items: a.) line of sight and potential additional easement/setback requirement for Lots 7 and 8, and update the easements along Lots 7 and 8 as necessary for height restrictions to maintain line of sight; and, b.) intersection volumes and signal warrants.

Dan Crouse, City Engineer, stated where the trail departs from the easement on Lots 7 and 8, an additional easement or ROW for the trail will need to be dedicated. He said on the east side of MacArthur Boulevard there is a note for "Proposed ROW" and asked if that should be labeled as future ROW with the proposed Iles Junction future subdivision or is it being platted with the easement at this time to address the sewer easement issue. Walker stated he will take that note off of the plan as it will not get dedicated until the other side is developed. Crouse stated to show the sidewalk along Centre Street. He said to show the sidewalk along Westchester Boulevard. He said there is an existing culvert shown crossing under MacArthur Boulevard that appears to drain through a swale across Lots 2 and 1000 and continues southwesterly from there. He stated they will need to know how the existing drainage will be

## EXHIBIT F - Land Sub. Minutes

addressed due to the creation of the drainage area on Lot 1000. Walker stated that is deceiving because it is not a swale, it is an embankment and noted it is not a culvert, it is an overpass. Walker stated it is actually an old steel railroad bridge that the bike trail goes under. Walker noted the embankment will have to come out to dig the detention pond. Walker stated he would assume the overpass would come out although it is kind of cool. Crouse stated to clarify how Lots 1000 and 1001 are intended to outlet. He noted it is difficult to determine on the Preliminary Plan. Crouse stated the proposed sanitary sewer along the east side of MacArthur Boulevard will need to be constructed within an easement. Either a temporary easement or a permanent easement will need to be created for the construction of the sanitary sewer.

Brad Bixby, CWLP Electric, stated the electric primary is in the vicinity of all the lots. He noted depending on the tree growth on the west side of these lots will determine how the lots are able to be fed and the costs involved. Bixby noted to ensure easements are in place if there are not already easements for the existing overhead line.

Dan Crouse made a motion to approve the Preliminary Plan subject to:

1. Provide the size for the existing sanitary sewer to the south along Westchester Boulevard.
2. Show the electric lines.
3. Provide the covenants.
4. Identify the access easements and address access easements in the covenants.
5. Key in the sidewalks.
6. Update the existing zoning to include R-1 for the small portion of Lot 2 that was recently annexed.
7. Dimension the right-of-way on the Lot Dimension inset.
8. Provide the location and width to the nearest foot of all utility easements.
9. The easement on the south side of Lot 3 with the 10-inch water main shall be 20 feet wide.
10. Clearly show the proposed fire hydrant at the southwest corner of Lot 2.
11. Show the 20-inch water main that runs east-west along Westchester and crosses MacArthur Boulevard.
12. Show and dimension the bike path easement.
13. Dimension the access and easements along Lots 2, 7, and 8.
14. Include a note on the Preliminary Plan that the development of Lot 2 shall require that Westchester Boulevard be constructed and Lot 2 be platted.
15. Verify that water and sanitary sewer separation meets the 10-foot required offset and ensure that the proposed sewer manholes are outside the proposed driveway access for Lots 7 and 8.
16. Provide drainage calculations and an approval letter from Woodside Township for discharging into their existing storm sewer system.
17. Provide the updated traffic study that was previously reviewed and approved by IDOT with the former submittals, which specifically addresses this area. Specifically the evaluation at the intersection of Centre Street and MacArthur Boulevard for the following two items:
  - a. line of sight and potential additional easement/setback requirement for Lots 7 and 8, and update the easements along Lots 7 and 8 as necessary for height restrictions to maintain line of sight; and,
  - b. intersection volumes and signal warrants.

## EXHIBIT F - Land Sub. Minutes

18. Where the trail departs from the easement on Lots 7 and 8, an additional easement or ROW for the trail will need to be dedicated.
19. Correct or remove the note for Proposed ROW.
20. Show the sidewalk along Centre Street.
21. Show the sidewalk along Westchester Boulevard.
22. Provide explanation how the existing drainage will be addressed due to the creation of the drainage area on Lot 1000.
23. Clarify how Lots 1000 and 1001 are intended to outlet.  
Gregg Humphrey seconded the motion and the vote to approve was unanimous.

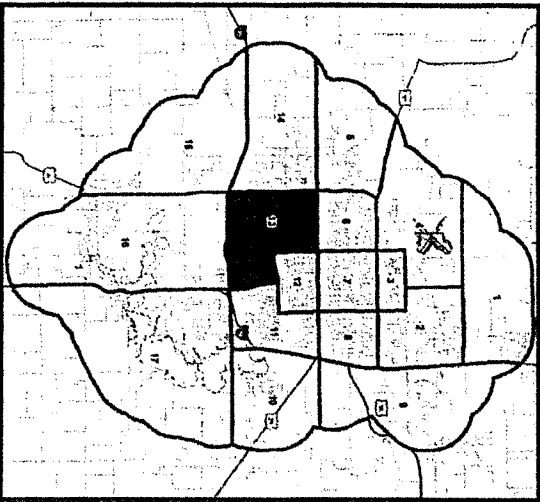
DRAFT

# **EXHIBIT G**

## **Springfield Sector 13 Southwest Area Land Use – Comprehensive Plan with the Property Marked**

# Exhibit G - Comprehensive Plan Sector 13

## SPRINGFIELD LAND USE SECTOR 13: Southwest Area



### NATURE OF THE SECTOR

Sector 13 is bordered by: Route 4 (Veterans Parkway) on the west; Interstate 72 along the south; Business 55 and MacArthur Boulevard along the east; and South Grand Avenue and Stanford Avenue on the north.

The villages of Jerome and Southern View are located in this sector along with the City of Leland Grove. Portions of the sector remain under the jurisdiction of the Saragamo County. Overall, this sector is very diverse and has all land use types prevalent. Residential land makes up most of the western half, while commercial corridors extend throughout the sector. It is recommended to follow the existing trend of development for future growth. A fly over study for the rail line located north of Interstate 72 and south of Southern View, will have significant effect on the development in this area. The impact of the fly over on land use in the area will be determined when the designs for it are final, potentially requiring amendments to this plan for the area immediately adjacent to the rail fly over.

### Infrastructure and Public Amenities

**Utilities:** Public sewer and water are readily available throughout a majority of the sector. Extension of sewer and water lines, or an annexation to the city, need to occur prior to development in the southern parts of the sector where sewer and water lines do not currently exist. Such development should complement neighboring uses. Electricity is available throughout the entire sector.

**Transportation:** Major routes within this sector are Interstate 72, Business 55, Route 4, MacArthur Boulevard, Wabash Avenue, and Chatham Road. Long-range plans call for the addition of two lanes and sidewalks on Wabash Avenue, two lanes on Chatham Road, and a wide shoulder and sidewalks from Westchester to Woodside Road. Plans also call for Lincolnshire to be extended from Business 55/6th Street to Freedom Drive, Iles Avenue and Park Street to be upgraded with sidewalks, two lanes to be added to Business 55, and the addition of a bike lane and sidewalk from Stanford to Interstate 55. Bus service should be provided to the commercial corridor on MacArthur Boulevard, and an on-street transfer center should be located at MacArthur and Stanford. Paratransit should be available for the disabled to areas not served by bus routes.

**Environmental:** The soils are limited by high water tables in this sector underscoring the need for public sewer access. Wetlands are present in southern part of sector and at Millil Country Club. The Jacksonville Branch and floodplain is heavily urbanized. Underground mines are prevalent in a majority of the sector, so subsidence is a potential threat to development.

**Recreational:** Sector 13 provides direct access to the Wabash and Interurban trails. A number of parks such as Cadigan, Lindbergh, Vredenburg, and Westchester Parks provide recreational green space for residents. A bike path exists adjacent to Outer Park Drive connecting residents to MacArthur Boulevard's commercial corridor.

### LAND USE REVIEW

Higher-density residential land is preferred directly west of Southern View, particularly near Stanford Avenue. However, the higher-density residential land should be bordered with commercial use along MacArthur Boulevard.

MacArthur Boulevard is a commercial corridor and the proposed land uses should match that trend. Higher-density residential uses are preferred to serve as a buffer between commercial uses fronting along MacArthur, and lower-density residential land immediately west of the Interurban Trail.

The Legacy Pointe Planned Unit Development along MacArthur Boulevard should follow the most recent, adopted plans for this development.

Higher-density residential is preferred in the area north of the proposed Lincolnshire Extension, and between Chatham Road and the Interurban Trail, blending into lower-density residential south of Westchester.

Commercial land uses should border the northern portions of Hazel Dell Road and be consistent with the surrounding uses. Other similarly-intense uses, such as office or higher-density residential, are appropriate as well.

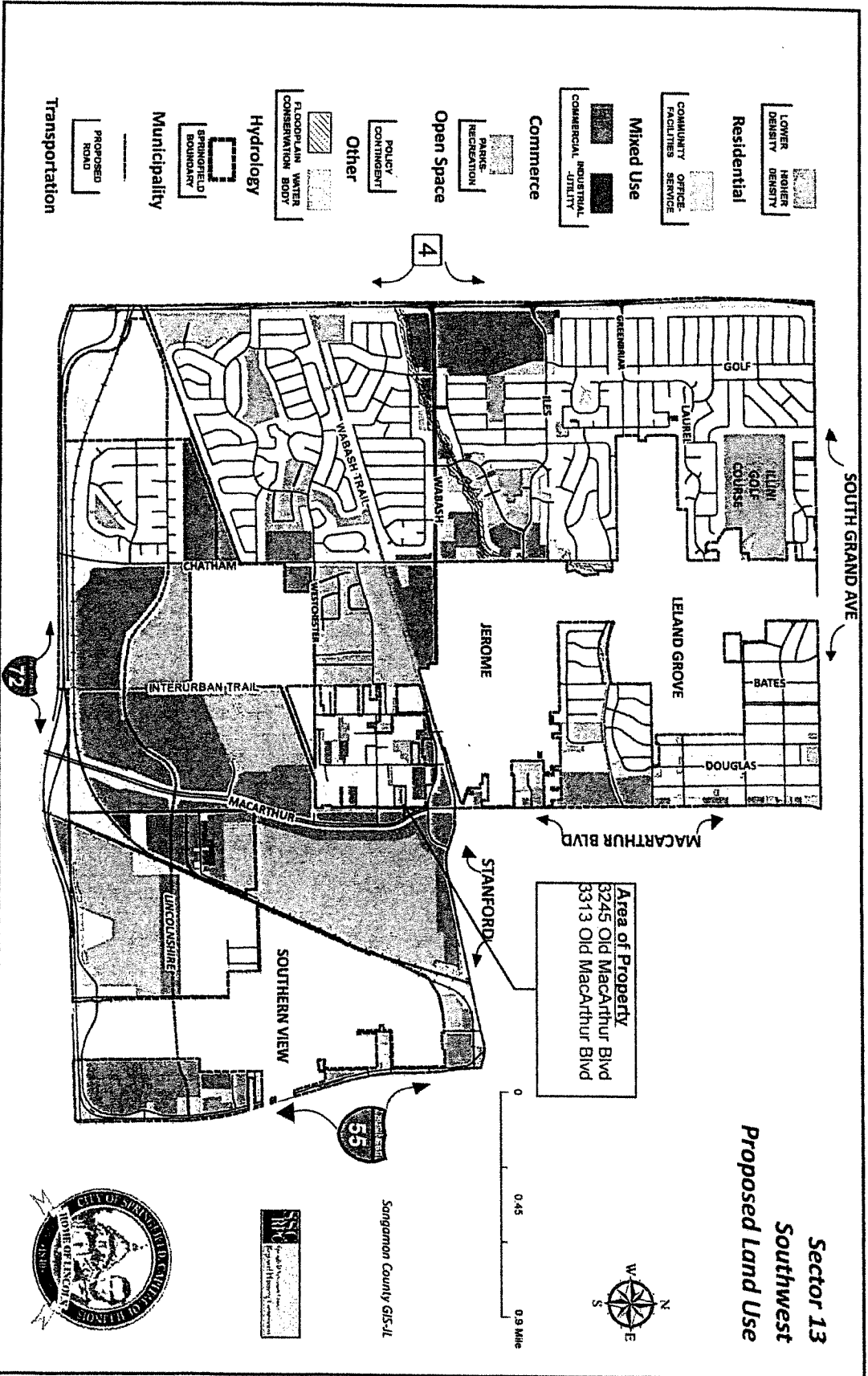
Lower-density residential is designated immediately south of Southern View to approximately Lincolnshire Boulevard. Higher-density residential should develop immediately north of Interstate 72 and south of Southern View, but only after the extension of Lincolnshire is built.

There are some industrial warehouses located east of MacArthur. These uses should be maintained, if a need for redevelopment should occur, changes in use should be made in accordance with the general redevelopment policies in this plan.

### SPECIAL AREAS

Sector 13 hosts a variety of green spaces, including golf courses, parks, and trails. All recreational land and green space should be kept and preserved throughout the entire sector. The addition of more open space, ideally in or around the floodplain, should be pursued to give the residents in this area additional recreational opportunities.

# Exhibit G - Comprehensive Plan Sector 13



2009-005

# PLAT

OWNER: BARRY AND MARCIA KELLEY  
 3245 OLD MACARTHUR BLVD  
 SPRINGFIELD, ILLINOIS 62704

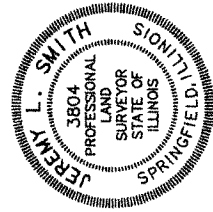
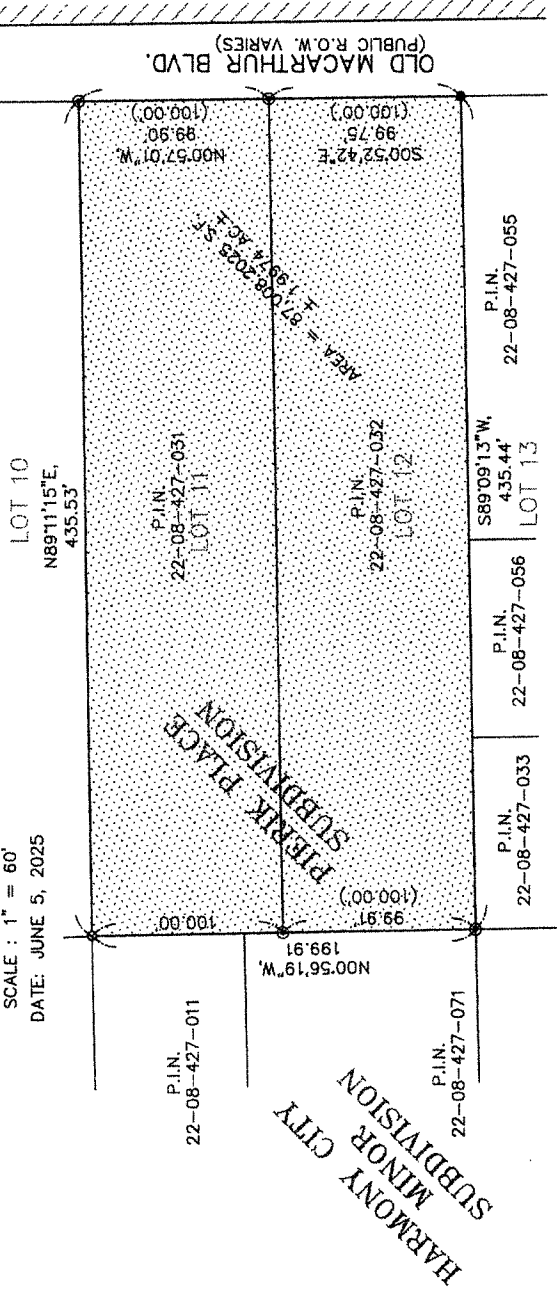
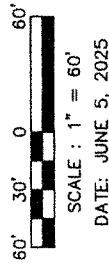
WOODSIDE TOWNSHIP  
 P.I.N. 22-08-427-031  
 P.I.N. 22-08-427-032

PLAT OF ANNEXATION

LEGAL DESCRIPTION

Part of the Northeast Quarter of the Southeast Quarter of Section 8, Township 15 North, Range 5 West of the Third Principal Meridian, Springfield, Sangamon County, Illinois, more particularly described as follows:

Lot 11 and 12 of Pierik Place Subdivision, recorded in Book 9 Page 68 in the Sangamon County Recorder's office, containing 87,008.203 square feet (1.99 acres), more or less.



ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3804  
 DATE SIGNED: JUNE 5, 2025  
 LICENSE EXP. DATE: NOV. 30, 2026



**MARTIN ENGINEERING COMPANY** *INCORPORATED*  
 CONSULTING ENGINEERS AND SURVEYORS  
 (ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-004558)  
 3685 SOUTH 6TH STREET FRONTAGE ROAD WEST, SPRINGFIELD, ILLINOIS 62703  
 Phone: (217) 698-8900, Fax: (217) 698-8922, E-Mail: mrcmail@martinengineeringco.com

LEGEND

- — FOUND IRON PIN
- ⊙ — FOUND IRON PIPE
- — IRON PIN SET, 5/8"
- ▨ — EXISTING LIMITS OF THE CITY OF SPRINGFIELD
- ▨ — LIMITS OF AREA BEING ANNEXED TO THE CITY OF SPRINGFIELD

FIELD WORK COMPLETED JUNE, 2025.

BASIS OF BEARING IS THE ILLINOIS STATE PLANE COORDINATE SYSTEM. (NAD 83 - ILLINOIS WEST ZONE, U.S. SURVEY FEET) (GEOID 18)

NO PART OF THIS PLAT IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, PER MAP NUMBER 17167C0240F. (EFFECTIVE DATE: AUGUST 2, 2007).

"THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY."

SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

I HEREBY CERTIFY THAT, IN THE MONTH OF JUNE, 2025, I MADE A SURVEY OF THE ABOVE DESCRIBED PROPERTY AND THE FOREGOING PLAT REPRESENTS THE RESULTS OF SAID SURVEY.

Property Address: 3245 & 3313 OLD MACARTHUR BLVD

Please return to:  
Daniel Crouse  
Room 201, Municipal Building  
Date: November 12, 2025

**Department: Electric**

Reviewed By: Daniel Crouse

**Return By: 11/26/2025**

---

Rate the ability of your department to provide an adequate level of service to the proposed annexation as indicated by the following factor(s). Select the appropriate value in the Status drop down.

**Distance of Electric Ext: 1=<500ft (most acceptable), 4=least acceptable; 5=NA**

<b>1</b>	2	3	4	5
----------	---	---	---	---

If rating is 3, 4, or 5, please describe why the service will not be adequate or cannot be provided:  
*3245 is currently being served by CWLP Electric.*  
*3313 can be fed by the same transformer as 3245.*  
*CWLP Electric primary runs between the two lots.*

**Distance of Electric Ext: 1=<500ft (most acceptable), 4=least acceptable; 5=NA**

<b>1</b>	2	3	4	5
----------	---	---	---	---

If rating is 3, 4, or 5, please describe why the service will not be adequate or cannot be provided:  
*3245 is currently being served by CWLP Electric.*  
*3313 can be fed by the same transformer as 3245.*  
*CWLP Electric primary runs between the two lots.*

**Additional Comments:**

---

2026-085

Property Address: 3245 & 3313 OLD MACARTHUR BLVD

Please return to:  
Daniel Crouse  
Room 201, Municipal Building  
Date: November 12, 2025

Department: Fire

Reviewed By: Daniel Crouse

Return By: 11/26/2025

Rate the ability of your department to provide an adequate level of service to the proposed annexation as indicated by the following factor(s). Select the appropriate value in the Status drop down.

**Accessibility for Fire Apparatus: 1= Most Accessible; 4= Least Accessible; 5= NA**

<b>1</b>	2	3	4	5
----------	---	---	---	---

If rating is 3, 4, or 5, please describe why the service will not be adequate or cannot be provided:

**Fire Flow: 1=>1000gpm; 2=850-1000gpm; 3=750-850gpm; 4=<750gpm; 5=NA**

1	2	<b>3</b>	4	5
---	---	----------	---	---

If rating is 3, 4, or 5, please describe why the service will not be adequate or cannot be provided:

*The last hydrant test in July of this year had a flow of 750 GPM.*

**Distance From Station: 1=<3mi; 2=3-4mi; 3=4-5mi; 4=>5 mi; 5=NA**

<b>1</b>	2	3	4	5
----------	---	---	---	---

If rating is 3, 4, or 5, please describe why the service will not be adequate or cannot be provided:

**Accessibility for Fire Apparatus: 1= Most Accessible; 4= Least Accessible; 5= NA**

<b>1</b>	2	3	4	5
----------	---	---	---	---

If rating is 3, 4, or 5, please describe why the service will not be adequate or cannot be provided:

**Fire Flow: 1=>1000gpm; 2=850-1000gpm; 3=750-850gpm; 4=<750gpm; 5=NA**

1	2	<b>3</b>	4	5
---	---	----------	---	---

If rating is 3, 4, or 5, please describe why the service will not be adequate or cannot be provided:

*The last hydrant test in July of this year had a flow of 750 GPM.*

**Distance From Station: 1=<3mi; 2=3-4mi; 3=4-5mi; 4=>5 mi; 5=NA**

<b>1</b>	2	3	4	5
----------	---	---	---	---

If rating is 3, 4, or 5, please describe why the service will not be adequate or cannot be provided:

**Additional Comments:**

Property Address: 3245 & 3313 OLD MACARTHUR BLVD

Please return to:  
Daniel Crouse  
Room 201, Municipal Building  
Date: November 12, 2025

Department: Planning & Zoning

Reviewed By: Daniel Crouse

Return By: 11/26/2025

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Rate the ability of your department to provide an adequate level of service to the proposed annexation as indicated by the following factor(s). Select the appropriate value in the Status drop down.

**Comprehensive Plan (Land Use): 1= In Accord, 4= Non-Comforming Use; 5= NA**

<b>1</b>	2	3	4	5
----------	---	---	---	---

If rating is 3, 4, or 5, please describe why the service will not be adequate or cannot be provided:

**Subdivision Jurisdiction: 1= No Effect, 4= Extends 1.5 mi Jurisdiction; 5= NA**

<b>1</b>	2	3	4	5
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If rating is 3, 4, or 5, please describe why the service will not be adequate or cannot be provided:

**Comprehensive Plan (Land Use): 1= In Accord, 4= Non-Comforming Use; 5= NA**

<b>1</b>	2	3	4	5
----------	---	---	---	---

If rating is 3, 4, or 5, please describe why the service will not be adequate or cannot be provided:

**Subdivision Jurisdiction: 1= No Effect, 4= Extends 1.5 mi Jurisdiction; 5= NA**

<b>1</b>	2	3	4	5
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If rating is 3, 4, or 5, please describe why the service will not be adequate or cannot be provided:

**Additional Comments:**

Property Address: 3245 & 3313 OLD MACARTHUR BLVD

Please return to:  
Daniel Crouse  
Room 201, Municipal Building  
Date: November 12, 2025

**Department: Police**

Reviewed By: Daniel Crouse

**Return By: 11/26/2025**

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Rate the ability of your department to provide an adequate level of service to the proposed annexation as indicated by the following factor(s). Select the appropriate value in the Status drop down.

**Police Department Accessibility: 1= More Acceptable, 4= Less Acceptable; 5= NA**

<b>1</b>	2	3	4	5
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If rating is 3, 4, or 5, please describe why the service will not be adequate or cannot be provided:

**Police Department Accessibility: 1= More Acceptable, 4= Less Acceptable; 5= NA**

<b>1</b>	2	3	4	5
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If rating is 3, 4, or 5, please describe why the service will not be adequate or cannot be provided:

**Additional Comments:**

*No Response*

Property Address: 3245 & 3313 OLD MACARTHUR BLVD

Please return to:  
Daniel Crouse  
Room 201, Municipal Building  
Date: November 12, 2025

Department: Public Works

Reviewed By: Daniel Crouse

Return By: 11/26/2025

Rate the ability of your department to provide an adequate level of service to the proposed annexation as indicated by the following factor(s). Select the appropriate value in the Status drop down.

**Storm Sewers: 1 = More Acceptable, 4 = Less Acceptable; 5 = Not Acceptable**

<b>1</b>	2	3	4	5
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If rating is 3, 4, or 5, please describe why the service will not be adequate or cannot be provided:

**Street Type: 1 = Paved, 4 = Unimproved; 5 = Not Acceptable**

<b>1</b>	2	3	4	5
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If rating is 3, 4, or 5, please describe why the service will not be adequate or cannot be provided:

**Access Roads: 1 = More Acceptable, 4 = Less acceptable; 5 = Not Acceptable**

<b>1</b>	2	3	4	5
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If rating is 3, 4, or 5, please describe why the service will not be adequate or cannot be provided:

**What if any drainage structures greater than 4 ft dia. are located w/in 500 ft?**

YES:  NO:

Reviewer Comment:

**Road Improvement participation required**

YES:  NO:

Reviewer Comment:

**Storm Sewers: 1 = More Acceptable, 4 = Less Acceptable; 5 = Not Acceptable**

<b>1</b>	2	3	4	5
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If rating is 3, 4, or 5, please describe why the service will not be adequate or cannot be provided:

**Street Type: 1 = Paved, 4 = Unimproved; 5 = Not Acceptable**

<b>1</b>	2	3	4	5
----------	---	---	---	---

If rating is 3, 4, or 5, please describe why the service will not be adequate or cannot be provided:

**Access Roads: 1 = More Acceptable, 4 = Less acceptable; 5 = Not Acceptable**

Property Address: 3245 & 3313 OLD MACARTHUR BLVD

Please return to:  
Daniel Crouse  
Room 201, Municipal Building  
Date: November 12, 2025

Department: Sangamon County Water Reclamation District

Reviewed By: Daniel Crouse

Return By: 11/26/2025

Rate the ability of your department to provide an adequate level of service to the proposed annexation as indicated by the following factor(s). Select the appropriate value in the Status drop down.

**Sewer Availability: 1=Currently Available, 4=No Plans for Sewer Svc; 5=NA**

<b>1</b>	2	3	4	5
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If rating is 3, 4, or 5, please describe why the service will not be adequate or cannot be provided:

**Is property currently connected to sanitary sewer system?**

YES:  NO:

Reviewer Comment:

**Is property currently within the Sanitary District?**

YES:  NO:

Reviewer Comment:

**Distance to nearest available facility**

**Sewer Availability: 1=Currently Available, 4=No Plans for Sewer Svc; 5=NA**

<b>1</b>	2	3	4	5
----------	---	---	---	---

If rating is 3, 4, or 5, please describe why the service will not be adequate or cannot be provided:

**Is property currently connected to sanitary sewer system?**

YES:  NO:

Reviewer Comment:

**Is property currently within the Sanitary District?**

YES:  NO:

Reviewer Comment:

**Distance to nearest available facility**

**Additional Comments:**

Property Address: 3245 & 3313 OLD MACARTHUR BLVD

Please return to:  
Daniel Crouse  
Room 201, Municipal Building  
Date: November 12, 2025

**Department: Water**

Reviewed By: Daniel Crouse

**Return By: 11/26/2025**

Rate the ability of your department to provide an adequate level of service to the proposed annexation as indicated by the following factor(s). Select the appropriate value in the Status drop down.

**City Water Standards: 1=Yes, 3=C-G Water, 4= Wells; 5= Not Acceptable**

<b>1</b>	2	3	4	5
----------	---	---	---	---

If rating is 3, 4, or 5, please describe why the service will not be adequate or cannot be provided:  
*Property has frontage on 6" water main. Additional hydrants may be needed.*

**City Water Standards: 1=Yes, 3=C-G Water, 4= Wells; 5= Not Acceptable**

<b>1</b>	2	3	4	5
----------	---	---	---	---

If rating is 3, 4, or 5, please describe why the service will not be adequate or cannot be provided:  
*Property has frontage on 6" water main. Additional hydrants may be needed.*

**Additional Comments:**

# ORDINANCE FACT SHEET

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## Department Information

Office Requesting: **Public Works**

Staff Member: **Daniel Crouse**

Date: **January 22, 2026**

First Reading: **02/17/2026**

Emergency Passage: **N**

Type of Ordinance: **Annexation Agreement**

## Annexation Information

Petitioner Name: **Barry & Marcia Kelley**

Property Address: **3245 & 3313 OLD MACARTHUR BLVD**

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

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

Annexation contingent on zoning: **Y**

Is an annexation agreement necessary: **Y**

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Director, Public Works/City Engineer

Mayor



Director, OBM

November 13, 2025

Page 2 of 2

2026-065

**AN ORDINANCE AUTHORIZING CHANGE ORDER NO. 1 TO CONTRACT NO. RFP PW26-20 WITH LEWIS EXCAVATION AND SNOW REMOVAL, LLC TO FURNISH SUPPLEMENTAL SNOW REMOVAL SERVICES FOR AN ADDITIONAL AMOUNT OF \$100,000.00 AND A TOTAL NOT TO EXCEED \$200,000.00, 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 City previously entered into contract no. RFP PW26-20 with Lewis Excavating & Snow Removal, LLC to perform supplemental snow removal in an amount not to exceed \$100,000.00; and

WHEREAS, the Office of Public Works is requesting an additional \$100,000.00 due to weather events necessitated greater than anticipated; and

WHEREAS, it is now necessary for the City Council to approve Change Order 1 to the agreement, and authorize an additional payment of \$100,000.00, and a total amount not to exceed \$200,000.00 under contract no. RFP PW26-20 with Lewis Excavating & Snow Removal, LLC for supplemental snow removal services; and

WHEREAS, a copy of RFP #PW26-20 shall be located in the Office of the City Clerk.

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

**Section 1:** That the City Council hereby approves the Change Order 1 to contract no. RFP PW26-20 with Lewis Excavating & Snow Removal, LLC for supplemental snow removal services and authorizes an additional payment in the amount of \$100,000.00 and a total amount not to exceed \$200,000.00 for said services. The Mayor and City Clerk are authorized to execute the agreement and any necessary documents on behalf of the City.

**Section 2:** That the Office of Budget and Management is hereby authorized to pay the additional amount of \$100,000.00, and a total amount not to exceed \$200,000.00 to Lewis Excavation and Snow Removal, LLC (VC5103) from account number 001-110-WORK-GARA-1232.

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

PASSED: \_\_\_\_\_, 2026

SIGNED: \_\_\_\_\_, 2026

RECORDED: \_\_\_\_\_, 2026

\_\_\_\_\_  
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

025-522

**AN ORDINANCE ACCEPTING RFP #PW26-20 WITH LEWIS EXCAVATION AND SNOW REMOVAL, LLC TO FURNISH SUPPLEMENTAL SNOW REMOVAL SERVICES FOR AN AMOUNT NOT TO EXCEED \$100,000.00, 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 City requested proposals pursuant to RFP #PW26-20 for supplemental snow removal services for the Office of Public Works; and

**WHEREAS**, Lewis Excavation and Snow Removal, LLC submitted proposals to provide these services; and

**WHEREAS**, it is in the best interest of the City to accept proposal RFP #PW26-20 with, and authorize payment in an amount not to exceed \$100,000.00 to Lewis Excavation and Snow Removal, LLC; and

**WHEREAS**, a copy of RFP #PW26-20 shall be located in the Office of the City Clerk.

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

**Section 1:** That the City Council hereby accepts RFP #PW26-20 with, and authorizes payment in an amount not to exceed \$100,000.00 to Lewis Excavation and Snow Removal, LLC to provide supplemental snow removal services for the Office of Public Works. The Mayor and City Clerk are authorized to execute the agreement and any necessary documents on behalf of the City.

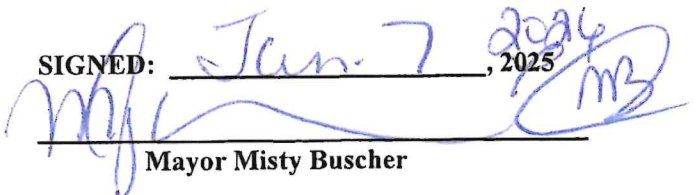
**Section 2:** That the Office of Budget and Management is hereby authorized to make payment for a total amount not to exceed \$100,000.00 to Lewis Excavation and Snow Removal, LLC (VC5103) from account number 001-110-WORK-GARA-1232.

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

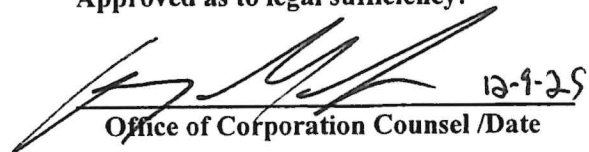
PASSED: Jan 6, 2025

RECORDED: Jan 7, 2025

ATTEST: CRedpath  
City Clerk Charles L. Redpath Sr.

SIGNED: Jan 7 2025  
  
Mayor Misty Buscher

Approved as to legal sufficiency:

  
Office of Corporation Counsel /Date 12-1-25

Requested by: Mayor Misty Buscher

2025-522  
2026-066

**ORDINANCE FACT SHEET**

REQUEST FORM NO: 26-15  
 DATE OF 1ST READING: 2-17-26

OFFICE REQUESTING: Public Works

CONTACT PERSON: David Whitworth  
 PHONE NUMBER: (217) 789-2255

EMERGENCY PASSAGE: No  Yes  If yes, explain justification.

TYPE OF ORDINANCE: Proposal FISCAL IMPACT: \$ 100,000.00

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

**SUGGESTED TITLE:**

AN ORDINANCE ACCEPTING THE PROPOSAL AND AUTHORIZING CHANGE ORDER 1 TO CONTRACT NO. RFP PW26-20 WITH OF LEWIS EXCAVATION AND SNOW REMOVAL LLC TO FURNISH SUPPLEMENTAL SNOW REMOVAL SERVICES FOR THE OFFICE OF PUBLIC WORKS

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

Ord 006-01-26

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CONTRACTOR / VENDOR NAME: LEWIS EXCAVATION AND SNOW REMOVAL LLC VENDOR NO: VC\*5103

CONTRACT TERM: 1 year CONTRACT # RFP PW26-20 Change in Scope Yes  No

CONTRACT AMOUNT:	\$100,000.00 <small>(Original amount if change order)</small>	1 <b>Change Order #</b>	\$100,000.00 <b>Additional Amount</b>
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Method of Purchase (check one)  Previous Ord #s \_\_\_\_\_

- Low Bid                       Other: Proposal                      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	001	110	WORK	GARA	1232 \$ 100,000.00
2					
3					
4					

FUNDS CHECK BY: _____	Date: _____
DIRECTOR/ SUPERVISOR SIGNATURE _____	Date: <u>2 FEB 26</u>
CITY PURCHASING AGENT: _____	Date: <u>2/3/2026</u>

**COMMENTS**

Weather events necessitated greater than anticipated use of supplemental snow contractors November 2025-January 2026.

SIGN OFF: \_\_\_\_\_  
 (Mayor's Signature) *GEN*

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

**AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$200,000.00, FOR THE OFFICE OF PUBLIC WORKS**

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

**WHEREAS**, the Office of Public Works is requesting a supplemental appropriation from unappropriated fund balance in order to accommodate additional contracted snow removal from November 2025 through February 2026 in the amount of \$200,000.00.

**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 \$200,000.00 from unappropriated fund balance for the Office of Public Works to accommodate additional contracted snow removal from November 2025 through February 2026.

**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
001-110-WORK-GARA-1232	\$200,000.00

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

**PASSED:** \_\_\_\_\_, 2026

**SIGNED:** \_\_\_\_\_, 2026


**RECORDED:** \_\_\_\_\_, 2026

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

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

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 2-9-26  
Office of Corporation Counsel/Date

ORDINANCE FACT SHEET

REQUEST FORM NO: \_\_\_\_\_  
DATE OF 1ST READING: 2/17/2026

OFFICE REQUESTING: Public Works

CONTACT PERSON: Matt Gairani  
PHONE NUMBER: \_\_\_\_\_

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

TYPE OF ORDINANCE: Supplemental Appropriation FISCAL IMPACT: \$200,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$200,000.00 FOR THE OFFICE OF PUBLIC WORKS.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR / VENDOR NAME: \_\_\_\_\_ VENDOR NO: \_\_\_\_\_

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

CONTRACT AMOUNT: 

(Original amount if change order)

Change Order #

Additional Amount

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

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

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

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount	
1	001	110	WORK	GARA	1232	\$300,000.00 <i>cm</i>
2						\$200,000.00
3						
4						

UNAPPROPRIATED FUND BALANCE

FUNDS CHECK BY: [Signature] Date: 02032026  
DIRECTOR / SUPERVISOR SIGNATURE [Signature] Date: 2 FEB 26  
CITY PURCHASING AGENT: [Signature] Date: 2/3/2026

COMMENTS

A supplemental appropriation to accommodate additional contracted snow removal. November 2025 - February 2026.

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

[Signature]  
(Director of OBM)

2026-067

**AN ORDINANCE AUTHORIZING CHANGE ORDER NO. 1 TO CONTRACT NO. NB26-332C WITH P.H. BROUGHTON & SONS, INC. TO FURNISH SUPPLEMENTAL SNOW REMOVAL SERVICES FOR AN ADDITIONAL AMOUNT OF \$100,000.00 AND A TOTAL NOT TO EXCEED \$200,000.00, 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 City previously entered into contract no. NB26-332C with P.H. Broughton & Sons, Inc. to perform supplemental snow removal in an amount not to exceed \$100,000.00; and

**WHEREAS**, the Office of Public Works is requesting an additional \$100,000.00 due to weather events necessitated greater than anticipated; and

**WHEREAS**, it is now necessary for the City Council to approve Change Order No. 1 to the agreement, and authorize an additional payment of \$100,000.00, and a total amount not to exceed \$200,000.00 under contract no. NB26-332C with P.H. Broughton & Sons, Inc. for supplemental snow removal services; and

**WHEREAS**, a copy of NB26-332C 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 Change Order No. 1 to contract no. NB26-332C with P.H. Broughton, & Sons, Inc. for supplemental snow removal services and authorizes an additional payment in the amount of \$100,000.00, and a total amount not to exceed \$200,000.00 for said services. The Mayor and City Clerk are authorized to execute the agreement and any necessary documents on behalf of the City.

**Section 2:** That the Office of Budget and Management is hereby authorized to pay the additional amount of \$100,000.00, and a total amount not to exceed \$200,000.00 to P.H. Broughton & Sons, Inc. (0BRO2800) from account number 001-110-WORK-GARA-1232.

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

**PASSED:** \_\_\_\_\_, 2026

**SIGNED:** \_\_\_\_\_, 2026

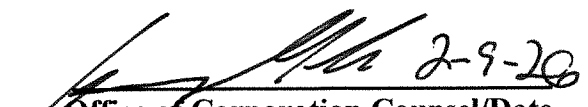
**RECORDED:** \_\_\_\_\_, 2026

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

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

**Approved as to legal sufficiency:**

**Requested by: Mayor Misty Buscher**

 2-9-20  
**Office of Corporation Counsel/Date**

**AN ORDINANCE ACCEPTING THE PROPOSAL AND AUTHORIZING EXECUTION OF CONTRACT NO. NB26-332C WITH P.H. BROUGHTON & SONS, INC. TO FURNISH SUPPLEMENTAL SNOW REMOVAL SERVICES FOR AN AMOUNT NOT TO EXCEED \$100,000.00, 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 City requested proposals pursuant to contract no. NB26-332C for supplemental snow removal services for the Office of Public Works; and

**WHEREAS**, P.H. Broughton & Sons, Inc. submitted proposals to provide these services; and

**WHEREAS**, it is in the best interest of the City to accept proposal of Contract No. NB26-332C with, and authorize payment in an amount not to exceed \$100,000.00 to P.H. Broughton & Sons, Inc.; and

**WHEREAS**, a copy of Contract No. NB26-332C shall be located in the Office of the City Clerk.

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

**Section 1:** That the City Council hereby accepts Contract No. NB26-332C with and authorizes payment in an amount not to exceed \$100,000.00 to P.H. Broughton & Sons, Inc., to provide supplemental snow removal services for the Office of Public Works. The Mayor and City Clerk are authorized to execute the agreement and any necessary documents on behalf of the City.

**Section 2:** That the Office of Budget and Management is hereby authorized to make payment for a total amount not to exceed \$100,000.00 to P.H. Broughton & Sons, Inc. (0BRO2800) from account number 001-110-WORK-GARA-1232.

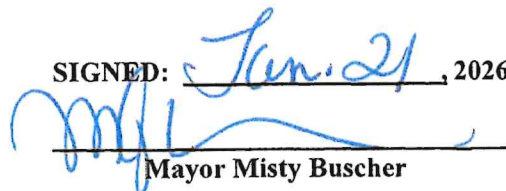
**Section 3:** That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: Jan. 20, 2026

RECORDED: Jan. 21, 2026

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

SIGNED: Jan. 21, 2026

  
Mayor Misty Buscher

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

  
Office of Corporation Counsel /Date

**ORDINANCE FACT SHEET**

REQUEST FORM NO: 26-14  
 DATE OF 1ST READING: 2-17-25

OFFICE REQUESTING: Public Works

CONTACT PERSON: David Whitworth  
 PHONE NUMBER: (217) 789-2255

EMERGENCY PASSAGE: No  Yes  If yes, explain justification.

TYPE OF ORDINANCE: Proposal FISCAL IMPACT: \$ 100,000.00

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

**SUGGESTED TITLE:**

AN ORDINANCE ACCEPTING THE PROPOSAL AND AUTHORIZING CHANGE ORDER 1 TO CONTRACT NO. NB26-332C WITH OF P.H. BROUGHTON & SONS, INC. TO FURNISH SUPPLEMENTAL SNOW REMOVAL SERVICES FOR THE OFFICE OF PUBLIC WORKS

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

Ord 026-01-26

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CONTRACTOR / VENDOR NAME: P.H. BROUGHTON & SONS, INC. VENDOR NO: 0BRO2800

CONTRACT TERM: 1 year CONTRACT # NB26-332C Change in Scope Yes  No

CONTRACT AMOUNT: <u>\$100,000.00</u> <small>(Original amount if change order)</small>	<u>1</u> Change Order #	<u>\$100,000.00</u> Additional Amount
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Method of Purchase (check one) Previous Ord #s \_\_\_\_\_

- Low Bid  Other: Hourly Quote 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	001	110	WORK	GARA	1232 \$ 100,000.00
2					
3					
4					

FUNDS CHECK BY: _____	Date: <u>02-03-2026</u>
DIRECTOR / SUPERVISOR SIGNATURE _____	Date: <u>2 FEB 26</u>
CITY PURCHASING AGENT: _____	Date: <u>2/3/2026</u>

**COMMENTS**

Weather events necessitated greater than anticipated use of supplemental snow contractors November 2025-January 2026.

SIGN OFF: \_\_\_\_\_ (Mayor's Signature) *GBA* \_\_\_\_\_ (Director of OBM)

2026-068

**AN ORDINANCE ACCEPTING THE PROPOSAL SUBMITTED BY INSITUFORM TECHNOLOGIES USA, LLC FOR CONTRACT NO. PW26-12-50 FOR SHERWOOD AND TIMBERLANE SANITARY SEWER REHABILITATION, IN AN AMOUNT NOT TO EXCEED \$847,916.50, 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 Purchase 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, Insituform Technologies USA, LLC submitted the lowest bid for Sherwood and Timberlane Sanitary Sewer Rehabilitation, for the Office of Public Works in an amount not to exceed \$847,916.50; 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**, the proposed contract documents and bid proposal are in the Office of the City Clerk and identified by Contract No. PW26-12-50; and

**WHEREAS**, the Purchasing Agent recommends awarding this contract to Insituform Technologies USA, LLC.

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

**Section 1:** That the City Council hereby accepts the proposal submitted by Insituform Technologies USA, LLC for Contract No. PW26-12-50 for Sherwood and Timberlane Sanitary Sewer Rehabilitation, for the Office of Public Works and payment in an amount not to exceed \$847,916.50. 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 Insituform Technologies USA, LLC (INS2000) in an amount not to exceed \$847,916.50 from account number 015-110-SEWR-0SUR-2305 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:** \_\_\_\_\_, 2026

**SIGNED:** \_\_\_\_\_, 2026

**RECORDED:** \_\_\_\_\_, 2026

\_\_\_\_\_  
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 2-9-26

**REVIEWED**  
COMMITTEE ON STANDARDIZATIONS  
AND SPECIFICATIONS

FEB 03 2026

B. *[Signature]*  
CHAIRMAN

**Tabulation of Bids**



Local Public Agency: City of Springfield  
County: Sangamon  
Contract Name: Sherwood and Timberlane - Sanitary Sewer Rehabilitation  
Estimate: \_\_\_\_\_  
Contract No.: PW26-12-50  
Date: 1/29/2026  
Time: 2:00 PM

Item No.	Item	Delivery	Unit	Quantity
1	8" Diameter CIPP Liner		LF	11,092
2	10" Diameter CIPP Liner		LF	4,829
3	12" Diameter CIPP Liner		LF	4,520
4	Sewer Service Reinstatement		EA	426
5a	Temporary Pumping - Base Rate		LS	1
5b	Temporary Pumping - Unit Rate		DAY	90
6	Erosion & Sediment Control & Surface Restoration		LS	1
7	Traffic Control and Protection		LS	1
8	Sewer Point Repair		EA	1
9	Trim Intruding Tap		EA	1

Name of Bidder: Address of Bidder:		Insituform Technologies USA 580 Goddard Ave		Hoerr Construction 1416 County Road 200 N		National Power Rodding Corp. 2500 W. Arrington St	
Proposed Guarantee: Terms:		5%		5%		Chicago, IL 60612 312-666-7700	
Approved Engineer's Estimate		Total		Total		Total	
Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
50.00 \$	554,600.00	35.00 \$	388,220.00	35.00 \$	388,220.00		
58.00 \$	280,082.00	38.50 \$	185,916.50	40.00 \$	193,160.00		
65.00 \$	293,800.00	48.00 \$	216,960.00	52.00 \$	235,040.00		
200.00 \$	85,200.00	70.00 \$	29,820.00	100.00 \$	42,600.00		
7500.00 \$	7,500.00	500.00 \$	500.00	500.00 \$	500.00		
200.00 \$	18,000.00	50.00 \$	4,500.00	10.00 \$	900.00		
4000.00 \$	4,000.00	500.00 \$	500.00	100.00 \$	100.00		
10000.00 \$	10,000.00	500.00 \$	500.00	500.00 \$	500.00		
20000.00 \$	20,000.00	20,850.00 \$	20,850.00	80,315.00 \$	80,315.00		
200.00 \$	200.00	150.00 \$	150.00	500.00 \$	500.00		
<b>Total Bid:</b>		847,916.50		941,835.00		-	
As Read:		847,916.50		941,835.00		-	
As Calculated:		847,916.50		941,835.00		-	

Not Qualified to Bid

The Department of Public Works recommends this contract be awarded to Insituform Technologies USA

2026-069

**ORDINANCE FACT SHEET**

REQUEST FORM NO: \_\_\_\_\_  
 DATE OF 1ST READING: \_\_\_\_\_

OFFICE REQUESTING: Public Works

CONTACT PERSON: Matt Gairani

PHONE NUMBER: 217-789-2255 x5239

EMERGENCY PASSAGE: No  Yes  If yes, explain justification.

TYPE OF ORDINANCE: Contract FISCAL IMPACT: \$847,916.50

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

**SUGGESTED TITLE:**

AN ORDINANCE ACCEPTING THE PROPOSAL SUBMITTED BY INSITUFORM TECHNOLOGIES USA, LLC FOR PW26-12-50 SHERWOOD AND TIMBERLANE SANITARY SEWER REHABILITATION IN AN AMOUNT NOT TO EXCEED \$847,916.50 FOR THE OFFICE OF PUBLIC WORKS.

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

Contracts \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

CONTRACTOR / VENDOR NAME: INSITUFORM TECHNOLOGIES USA, LLC VENDOR NO: INS2000

CONTRACT TERM: COMPLETION CONTRACT # PW26-12-50 Change in Scope Yes  No

CONTRACT AMOUNT: 

\$847,916.50	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	015	110	SEWR	0SUR	2305	\$847,916.50
2						
3						
4						

FUNDS CHECK BY: _____	Date: _____
DIRECTOR / SUPERVISOR SIGNATURE _____	Date: <u>2/2/2026</u>
CITY PURCHASING AGENT: _____	Date: <u>2/4/2026</u>

**COMMENTS**

This ordinance is a project to rehabilitate sanitary sewers located within Sherwood and Timberlane subdivisions. The rehabilitation includes the lining of sewers and a point repair.

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

2026-069

**AN ORDINANCE ACCEPTING THE LOWEST BID RESPONSIBLE AND AUTHORIZING THE EXECUTION OF CONTRACT NUMBER PW26-11-47 WITH KINNEY CONTRACTORS, INC. FOR THE FIFTH AND CAPITOL STREET INTERSECTION IMPROVEMENTS FOR AN AMOUNT NOT TO EXCEED \$1,493,278.23 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, Kinney Contractors, Inc. has submitted the lowest bid for the Fifth and Capitol Street Intersection Improvements including signal upgrades and streetscape elements, utilizing funding from Illinois Department of Commerce and Economic Opportunity Grant #24-11048, for the Office of Public Works for an amount not to exceed \$1,493,278.23; 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. PW26-11-47; and

WHEREAS, the Purchasing Agent recommends awarding this contract to Kinney Contractors, Inc.

**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 Kinney Contractors, Inc. for the Fifth and Capitol Street Intersection Improvements including signal upgrades and streetscape elements, utilizing funding from Illinois Department of Commerce and Economic Opportunity Grant #24-11048, for the Office of Public Works in an amount not to exceed \$1,493,278.23. The Mayor and City Clerk are authorized to execute Contract No. PW26-11-47 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 Kinney Contractors, Inc. (0KIN7000) for an amount not to exceed \$1,493,278.23 from account number 095-110-WORK-INFR-1204.

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

PASSED: \_\_\_\_\_, 2026

SIGNED: \_\_\_\_\_, 2026

RECORDED: \_\_\_\_\_, 2026

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

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

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 2-9-26  
Office of Corporation Counsel/Date



Local Public Agency: City of Springfield  
 County: Sangamon  
 Contract Number: PV26-11-47  
 Estimate: 0.00  
 All: 1 - Partial Closure: \$  
 All: 2 - Full Closure: \$

Date: 12/18/2025  
 Time: 2:00  
 Title: Fifth Street and Canal Ave  
 Intersection Improvements - RFBid

Name of Bidder: P. H. Broughton & Sons, Inc.  
 Address of Bidder: 905 N Lincoln Av  
 Springfield, IL 62702  
 217-787-2383

Name of Bidder: Kinney Contractors, Inc.  
 Address of Bidder: 4765 Industrial Dr  
 Springfield, IL 62703  
 217-818-8928

Name of Bidder: MG Stewart Land Designs LLC  
 Address of Bidder: 315 E Keys Av  
 Springfield, IL 62702  
 217-818-8928

Item No	Unit	Quantity	Item	Approved Engineer's Estimate - All 1		Approved Engineer's Estimate - All 2		Alternate 1 - Partial Closure		Alternate 2 - Full Closure		Alternate 1 - Partial Closure		Alternate 2 - Full Closure	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
89500100	EACH	7	RELOCATE EXISTING SIGNAL HEAD												
89500200	EACH	7	RELOCATE EXISTING EMERGENCY VEHICLE PRIORITY												
89500300	EACH	7	RELOCATE EXISTING PEDESTRIAN SIGNAL HEAD												
89500400	EACH	7	RELOCATE EXISTING EMERGENCY VEHICLE PRIORITY												
89500500	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89500600	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89500700	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89500800	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89500900	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89501000	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89501100	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89501200	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89501300	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89501400	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89501500	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89501600	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89501700	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89501800	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89501900	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89502000	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89502100	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89502200	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89502300	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89502400	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89502500	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89502600	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89502700	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89502800	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89502900	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89503000	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89503100	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89503200	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89503300	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89503400	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89503500	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89503600	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89503700	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89503800	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89503900	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89504000	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89504100	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89504200	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89504300	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89504400	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89504500	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89504600	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89504700	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89504800	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89504900	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89505000	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89505100	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89505200	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89505300	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89505400	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
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89505800	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89505900	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89506000	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89506100	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89506200	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89506300	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89506400	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89506500	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89506600	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89506700	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89506800	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89506900	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89507000	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89507100	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89507200	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89507300	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89507400	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89507500	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89507600	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89507700	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89507800	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89507900	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89508000	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89508100	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89508200	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89508300	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89508400	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89508500	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89508600	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89508700	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
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89508900	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89509000	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89509100	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89509200	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89509300	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89509400	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
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89509600	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89509700	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89509800	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89509900	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89510000	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89510100	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89510200	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89510300	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89510400	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89510500	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89510600	EACH	1	RELOCATE EXISTING SIGNAL HEAD												
89510700	EACH	1	RELOCATE EXISTING SIGNAL HEAD												

**ORDINANCE FACT SHEET**

REQUEST FORM NO: 26-12  
 DATE OF 1ST READING: 2-3-26

OFFICE REQUESTING: Public Works CONTACT PERSON: David Whitworth  
 PHONE NUMBER: 789-2255 ext 5227

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

TYPE OF ORDINANCE: low bid FISCAL IMPACT: \$1,493,278.23  
 (If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:  
 AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING THE EXECUTION OF CONTRACT #PW26-11-47 WITH KINNEY CONTRACTORS, INC. FOR FIFTH AND CAPITOL STREET INTERSECTION IMPROVEMENTS FOR THE OFFICE OF PUBLIC WORKS

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

CONTRACTOR / VENDOR NAME: Kinney Contractors, Inc. VENDOR NO: OKIN7000

CONTRACT TERM: completion CONTRACT # PW26-11-47 Change in Scope Yes  No

CONTRACT AMOUNT: \$1,493,278.23 (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	095	110	WORK	INFR	1204 \$ 1,493,278.23
2					
3					
4					

FUNDS CHECK BY: \_\_\_\_\_ Date: 01-26-2026  
 DIRECTOR / SUPERVISOR SIGNATURE: Ante Bottom Date: 1/23/26  
 CITY PURCHASING AGENT: \_\_\_\_\_ Date: 1/26/2026

**COMMENTS**

This ordinance is for intersection improvements to 5th and Capitol, including signal upgrades and streetscape elements, utilizing funding from Illinois Department of Commerce and Economic Opportunity Grant 24-11048.

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

**A RESOLUTION NOTIFYING THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION THAT AN ADDITIONAL \$68,022.42 MOTOR FUEL TAX FUNDS MAY BE SPENT FOR MAINTENANCE OF STREETS AND HIGHWAYS UNDER THE ILLINOIS HIGHWAY CODE FOR CALENDAR YEAR 2025, FOR THE OFFICE OF PUBLIC WORKS**

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

**WHEREAS**, the City is required to notify the State regarding the expenditure of Motor Fuel Tax Funds on an annual basis.

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

**Section 1:** That the State of Illinois Department of Transportation shall be notified that the City of Springfield may spend an additional \$68,022.42 of its allotment of Motor Fuel Tax Funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2025, through December 31, 2025.

**Section 2:** That only those streets, highways and operations as listed and described on the approved Municipal Estimates of Maintenance Costs, including supplemental or revised estimates approved in conjunction with this resolution, are eligible for maintenance with Motor Fuel Tax Funds during the period as specified above.

**Section 3:** That the City Clerk shall, as soon as practicable after the close of the period as given above, submit to the Illinois Department of Transportation, Division of Highways, on forms furnished by said Department, a certified statement showing expenditures from and balance remaining in the account from this period.

**Section 4:** That the City Clerk shall immediately transmit two certified copies of this resolution to the Department of Transportation, Division of Highways, through its District office at Springfield, Illinois.

**Section 5:** That this resolution shall become effective immediately upon its passage and recording by the City Clerk.

**PASSED:** \_\_\_\_\_, 2026

**SIGNED:** \_\_\_\_\_, 2026

**RECORDED:** \_\_\_\_\_, 2026

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

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

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 2-9-26  
Office of Corporation Counsel/Date



District	County	Resolution Number	Resolution Type	Section Number
6	Sangamon		Supplemental	25-00000-00-GM

BE IT RESOLVED, by the Council of the City of  
Governing Body Type Local Public Agency Type  
Springfield Illinois that there is hereby appropriated the sum of \_\_\_\_\_  
Name of Local Public Agency  
sixty-eight thousand twenty-two and 42/100 Dollars ( \$68,022.42 )  
of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from  
01/01/25 to 12/31/25.  
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of Springfield  
Local Public Agency Type Name of Local Public Agency  
shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

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  
Name of Clerk Local Public Agency Type Local Public Agency Type  
of Springfield in the State of Illinois, and keeper of the records and files thereof, as  
Name of Local Public Agency  
provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the  
Council of Springfield at a meeting held on \_\_\_\_\_  
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_  
Day 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: 26-13
DATE OF 1ST READING: 2-3-26

OFFICE REQUESTING: Public Works

CONTACT PERSON: David Whitworth
PHONE NUMBER: 789-2255 ext 5227

EMERGENCY PASSAGE: No [X] 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 SUPPLEMENTAL RESOLUTION FOR SPENDING MFT FUNDS IN AN AMOUNT UP \$68,022.42 FOR MAINTENANCE OF STREETS AND HIGHWAYS BY THE CITY OF SPRINGFIELD UNDER THE ILLINOIS HIGHWAY CODE FOR CALENDAR YEAR 2025 FOR THE OFFICE OF PUBLIC WORKS.

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

IDOT Form BLR 14220
IDOT Form BLR 14222

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 [X] 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)

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

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

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

COMMENTS

(Resolution - 2025 Maintenance) 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 \$68,022.42 for expenses incurred during calendar year 2025 for maintenance per attached detail.

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

2026-071

**AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "C" LIQUOR LICENSES BY ONE FOR FRO SPRINGFIELD, LLC D/B/A SPRINGFIELD BP LOCATED AT 3975 N. DIRKSEN PARKWAY**

WHEREAS, Fro Springfield has applied for a Class "C" liquor license for the business known as Springfield BP located at 3975 N. Dirksen Parkway; and

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

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

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

**Section 1:** That the City Council hereby authorizes an increase in the number of Class "C" liquor licenses by one.

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

PASSED: \_\_\_\_\_, 2026

SIGNED: \_\_\_\_\_, 2026

RECORDED: \_\_\_\_\_, 2026

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

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

Approved as to legal sufficiency:

**Requested By: Mayor Misty Buscher**

 2-9-20  
Office of Corporation Counsel/Date

**S:\Ordinance 2025\Increase Class D Los Altos.docxORDINANCE FACT SHEET  
FOR LIQUOR LICENSES**


<b>DATE OF FIRST READING:</b>	<b>REQUESTED BY:</b>	<b>CONTACT:</b>	<b>PHONE #:</b>
February 17, 2026	Business Licensing	Todd Oliver	788-8411 ex. 4960
<b>LICENSEE:</b>	FRO Springfield LLC d/b/a Springfield BP		
<b>LOCATION:</b>	3975 N. Dirksen Parkway		
<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>	Please indicate below if increasing "I" or decreasing "D"		
<b>REASON FOR I / D</b>	New Business owners		

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.
I	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 - beer & wine packaged sales, Class D- beer, spirits & wine package sales	2:00 a.m.
	O	Movie theaters	2:00 a.m.
	P	Sports Complex with package sales	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.

S:\Ordinance 2026\Increase Class C Springfield BP.docx

SIGN OFF:

  
\_\_\_\_\_  
Mayor's Signature

*GEM*

\_\_\_\_\_  
Date

Tracking No.

2026-072

**AN ORDINANCE AUTHORIZING AN INCREASE IN THE NUMBER OF CLASS "B" LIQUOR LICENSES BY ONE FOR JAI SHRI RADHA KRISHNA DEV, LLC D/B/A PACKAGE LIQUOR SUPERMART LOCATED AT 2908 RIDGE AVE.**

**WHEREAS**, Jai Shri Radha Krishna Dev, LLC has applied for a Class "B" liquor license for the business known as Package Liquor Supermart located at 2908 Ridge Ave.; and

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

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

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

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

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

**PASSED:** \_\_\_\_\_, 2026

**SIGNED:** \_\_\_\_\_, 2026

**RECORDED:** \_\_\_\_\_, 2026

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

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

Approved as to legal sufficiency:

**Requested By: Mayor Misty Buscher**

 2-9-20  
\_\_\_\_\_  
**Office of Corporation Counsel /Date**

**S:\Ordinance 2025\Increase Class D Los Altos.docxORDINANCE FACT SHEET  
FOR LIQUOR LICENSES**

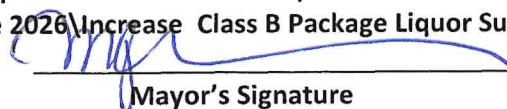
<b>DATE OF FIRST READING:</b>	<b>REQUESTED BY:</b>	<b>CONTACT:</b>	<b>PHONE #:</b>
February 17, 2026	Business Licensing	Todd Oliver	788-8411 ex. 4960
<b>LICENSEE:</b>	Jai Shri Radha Krishna Dev LLC d/b/a Package Liquor Supermart		
<b>LOCATION:</b>	2908 Ridge Ave		
<b>EMERGENCY PASSAGE: (Please check 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>	New business wants to sell package liquor		

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

S:\Ordinance 2026\Increase Class B Package Liquor Supermart.docx

SIGN OFF:

  
\_\_\_\_\_  
Mayor's Signature



\_\_\_\_\_  
Date

Tracking No.

2026-073

**AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "E" LIQUOR LICENSES BY ONE FOR LEXHOL, INC. D/B/A BITE AND BREW, LOCATED AT 1850 W. JEFFERSON ST.**

**WHEREAS**, Lexhol, Inc., has applied for a Class "E" liquor license for the business known as Bite and Brew, located at 1850 W. Jefferson St.; and

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

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

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

**Section 1:** That the City Council hereby approves an increase in the number of Class "E" liquor licenses by one for Lexhol, Inc., d/b/a Bite and Brew, located at 1850 W. Jefferson St.

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

**PASSED:** \_\_\_\_\_, 2026

**SIGNED:** \_\_\_\_\_, 2026

**RECORDED:** \_\_\_\_\_, 2026

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

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

**Approved as to legal sufficiency:**

**Requested By: Mayor Misty Buscher**

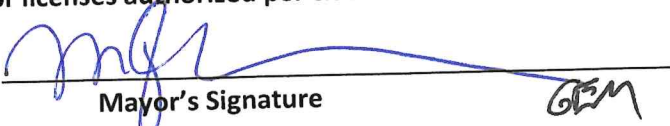

 2-9-20  
\_\_\_\_\_  
**Office of Corporation Counsel /Date**

**ORDINANCE FACT SHEET  
FOR LIQUOR LICENSES**

<b>DATE OF FIRST READING:</b>	<b>REQUESTED BY:</b>	<b>CONTACT:</b>	<b>PHONE #:</b>
02/17/2026	Business Licensing	Todd Oliver	788-8411 ex. 4960
<b>LICENSEE:</b>	Lexhol Inc. dba Bite and Brew		
<b>LOCATION:</b>	1850 W. Jefferson St.		
<b>EMERGENCY PASSAGE:</b> (Please check one)	<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>	New restaurant with beer and wine only		

Column1	Column2	Column3	Column4
	AA	Tavern license with packaged sales	2:00 a.m.
	A	Tavern license - NO packaged sales	2:00 a.m.
	B	Packaged sales	2:00 a.m.
	B1	Packaged sales	10:00 p.m.
	C	Packaged beer and wine only	2:00 a.m.
	C1	Packaged beer and wine only	10:00 p.m.
	D	In conjunction with restaurant	2:00 a.m.
I	E	In conjunction with restaurant - beer and wine only	2:00 a.m.
	F	Nightclub with packaged sales	2:00 a.m.
	F1	Nightclub - NO packaged sales	2:00 a.m.
	G	Clubs - NO packaged sales	2:00 a.m.
	H	Convention Center - NO packaged sales	2:00 a.m.
	I	Rental Halls - NO packaged sales	2:00 a.m.
	J	Golf Course / Club House - with packaged sales	2:00 a.m.
	K	Hotel - full service - with packaged sales	2:00 a.m.
	L	Hotel - limited service - NO packaged sales	2:00 a.m.
	M	Supper Club - NO packaged sales	2:00 a.m.
	N	Restaurants-Class E - beer and wine packaged sales, Class D - beer, spirits & wine packaged sales	2:00 a.m.
	O	Movie theaters	2:00 a.m.
	P	Sports Complex with package	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 INCREASE THE NUMBER OF CLASS "P" LIQUOR LICENSES BY ONE FOR ENGRAINED BREWING COMPANY, LLC D/B/A ENGRAINED BREWING COMPANY LOCATED AT 3751 IMAGINEER DRIVE**

WHEREAS, Engrained Brewing Company, LLC has applied for a Class "P" liquor license for the business known as Engrained Brewing Company located at 3751 Imagineer Drive; and

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

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

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

**Section 1:** That the City Council hereby approves an increase in the number of Class "P" liquor licenses by one.

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

**PASSED:** \_\_\_\_\_, 2026

**SIGNED:** \_\_\_\_\_, 2026


**RECORDED:** \_\_\_\_\_, 2026

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

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

**Approved as to legal sufficiency:**

**Requested By: Mayor Misty Buscher**

 2-9-26  
**Office of Corporation Counsel /Date**

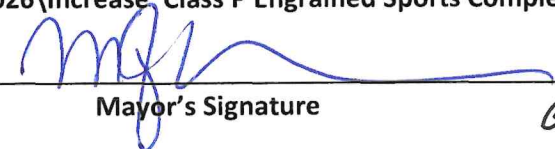
**S:\Ordinance 2025\Increase Class D Los Altos.docxORDINANCE FACT SHEET  
FOR LIQUOR LICENSES**

<b>DATE OF FIRST READING:</b>	<b>REQUESTED BY:</b>	<b>CONTACT:</b>	<b>PHONE #:</b>
January 17, 2026	Business Licensing	Todd Oliver	788-8411 ex. 4960
<b>LICENSEE:</b>	Engrained Brewing Company, LLC d/b/a Engrained Brewing Company		
<b>LOCATION:</b>	3751 Imagineer Drive		
<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 wants to add sales to Sports Complex area outside of the regular restaurant		

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

S:\Ordinance 2026\Increase Class P Engrained Sports Complex.docx

**SIGN OFF:**  \_\_\_\_\_  
Mayor's Signature *GEM*

\_\_\_\_\_ Date

Tracking No.

2026-075

**AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "D" LIQUOR LICENSES BY ONE FOR EL AMIGO, INC. D/B/A CUATRO AMIGO, LOCATED AT 4233 W. WABASH AVE.**

WHEREAS, El Amigo, Inc. has applied for a Class "D" liquor license for the business known as Cuatro Amigo, located at 4233 W. Wabash Ave; 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: \_\_\_\_\_, 2026

SIGNED: \_\_\_\_\_, 2026

RECORDED: \_\_\_\_\_, 2026

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

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

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

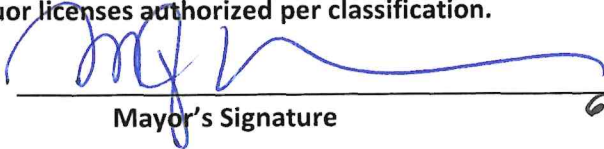
 2-9-26  
Office of Corporation Counsel/Date

**ORDINANCE FACT SHEET  
FOR LIQUOR LICENSES**

<b>DATE OF FIRST READING:</b>	<b>REQUESTED BY:</b>	<b>CONTACT:</b>	<b>PHONE #:</b>
02/17/2026	Business Licensing	Todd Oliver	788-8411 ex. 4960
<b>LICENSEE:</b>	El Amigo, Inc. dba Cuatro Amigo		
<b>LOCATION:</b>	4233 W. Wabash Ave.		
<b>EMERGENCY PASSAGE:</b> (Please check one)	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
<b>REASON FOR EMERGENCY:</b>			
<b>Increase / Decrease</b>	Please indicate below if increasing "I" or decreasing "D"		
<b>REASON FOR I / D</b>	New restaurant with liquor sales		

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 - beer and wine packaged sales, Class D - beer, spirits & wine packaged sales	2:00 a.m.
	O	Movie theaters	2:00 a.m.
	P	Sports Complex with package	2:00 a.m.

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

**SIGN OFF:**  \_\_\_\_\_ **Mayor's Signature** GEM \_\_\_\_\_ **Date**

**AN ORDINANCE TO DECREASE THE NUMBER OF CLASS "B" LIQUOR LICENSES BY ONE DUE TO THE SALE OF THE BUSINESS BY GPM MIDWEST, LLC D/B/A FAST MART #5116 LOCATED AT 2900 S. GRAND AVE. EAST**

**WHEREAS**, GPM Midwest, LLC currently holds a Class "B" liquor license for the business known Fast Mart #5116 located at 2900 S. Grand Ave. East; and

**WHEREAS**, GPM Midwest, LLC d/b/a Fast Mart #5116 has sold the business and desires to relinquish its Class "B" liquor 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 "B" liquor licenses by one from GPM Midwest, LLC d/b/a Fast Mart #5116 due to the sale of the business.

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

**PASSED:** \_\_\_\_\_, 2026

**SIGNED:** \_\_\_\_\_, 2026

**RECORDED:** \_\_\_\_\_, 2026

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

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

**Approved as to legal sufficiency:**

**Requested By: Mayor Misty Buscher**

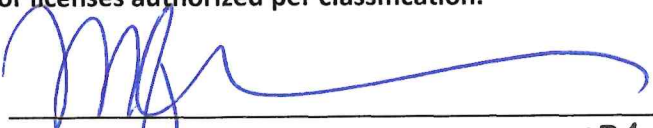
  
Office of Corporation Counsel /Date 2-9-20

**S:\Ordinance 2025\Increase Class D Los Altos.docxORDINANCE FACT SHEET  
FOR LIQUOR LICENSES**

<b>DATE OF FIRST READING:</b>	<b>REQUESTED BY:</b>	<b>CONTACT:</b>	<b>PHONE #:</b>
February 17, 2026	Business Licensing	Todd Oliver	788-8411 ex. 4960
<b>LICENSEE:</b>	GPM Midwest LLC d/b/a Fast Mart #5116		
<b>LOCATION:</b>	2900 S. Grand Ave E		
<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>	Sold Business		

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

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

SIGN OFF:   
 \_\_\_\_\_  
 Mayor's Signature *GEM*

\_\_\_\_\_ Date

S:\Ordinance 2026\Decrease Class B Fast Mart #5116.docx

2026-077

Tracking No.

**AN ORDINANCE AMENDING CHAPTER 33, SECTION 33.302, SUB SECTION D, OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, CHANGING THE LENGTH OF TIME A COMPLAINANT HAS TO FILE AN APPEAL WITH THE POLICE COMMUNITY REVIEW COMMISSION**

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

**WHEREAS**, it is in the best interest of the City to amend Chapter 33, Section 33.302, Sub Section D, changing the length of time a complainant has to file an appeal with the Police Community Review Commission.

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

**Section 1:** That the City Council hereby amends Chapter 33, Section 33.302, Sub Section D, changing the length of time a complainant has to file an appeal with the Police Community Review Commission, of the 1988 City of Springfield Code of Ordinances, as amended, as follows:

**SEE EXHIBIT A**

**Section 2:** That the City Clerk is hereby directed to publish this ordinance in pamphlet form.

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

PASSED: \_\_\_\_\_, 2026

SIGNED: \_\_\_\_\_, 2026

RECORDED: \_\_\_\_\_, 2026

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

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

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 2-9-20  
Office of Corporation Counsel/Date

§ 33.302. - Process.

- (a) Any person who feels aggrieved by action or inaction of a sworn officer of the Springfield Police Department shall be entitled to file a complaint regarding that action with either the Springfield Police Department Internal Affairs (Internal Affairs) Section or the PCRC. Complaints filed with the PCRC shall be taken by the director of community relations, or his or her designee, and forwarded to the internal affairs section as described below.
- (b) Upon receipt of a complaint, the director of community relations will immediately notify the deputy chief of professional standards. The complaint will be forwarded to the deputy chief of professional standards within five days. The office of community relations will maintain a log of complaints received. Such log will include the name of the complainant, the date and time of filing, and the date the complaint is delivered to internal affairs.
- (c) Internal affairs will investigate the complaint and render a final report of findings pursuant to the Springfield Police Department's General Orders, Rules of Conduct ROC-03.
- (d) After a final report of findings from internal affairs, any person dissatisfied with the internal affairs' findings may file an appeal with the PCRC within ~~15 working days~~<sup>30 working days</sup>. A hearing on the matter shall be scheduled within 30 days of the filing of the complaint. However, the PCRC will immediately dismiss any appeal from an internal affairs investigation resulting in a finding of "sustained" and the imposition of discipline.
- (e) Internal affairs shall provide the PCRC with all documents from its investigation that are relevant to the complaint under review by the PCRC within five working days of the filing of an appeal with the PCRC.
- (f) After reviewing the internal affairs report, and conducting a hearing and upon approval by a majority of the PCRC, the PCRC shall make necessary recommendations to the mayor, city council and chief of police regarding disposition of complaints.
- (g) The Springfield Police Department shall cooperate with the PCRC on the investigation of complaints referred to the PCRC.

(Ord. No. 68-02-05, § 1, 2-1-05; Ord. No. 705-10-05, § 1, 10-4-05)

**ORDINANCE FACT SHEET**

**ORD. REQUEST FORM NO:** \_\_\_\_\_

**DATE OF 1ST READING:** \_\_\_\_\_

**OFFICE REQUESTING:** Community Relations

**CONTACT PERSON:** Ethan Posey

**PHONE NUMBER:** 217-789-2270

**EMERGENCY PASSAGE:** No  Yes  If yes, explain justification.

**TYPE OF ORDINANCE:** Code change **FISCAL IMPACT:** \$0.00

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

**SUGGESTED TITLE:**

An amendment to section 33.302 sub section D of the Springfield City Code changing the length of time a complainant has to file an appeal with the Police Community Review Commission, after receiving the results of the SPD Internal Affairs investigation from 15 days to 30 days.

**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

<b>CONTRACT AMOUNT:</b>	<b>Change Order #</b>	<b>Additional Amount</b>
(Original amount if change order)		

**Method of Purchase (check one)**

- Low Bid                       Other: \_\_\_\_\_  
 Low Bid Meeting Specs       Exception: \_\_\_\_\_  
 Low Evaluated Bid          Code Provision: \_\_\_\_\_

**Previous Ord #'s** \_\_\_\_\_

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

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

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

**REVENUE**

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

**EXPENDITURE**

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

<b>FUNDS CHECK BY:</b>	<b>Date:</b>
<b>DIRECTOR / SUPERVISOR SIGNATURE</b>	<b>Date:</b>
<i>[Signature]</i>	2/2/26
<b>CITY PURCHASING AGENT:</b>	<b>Date:</b>

**COMMENTS**

PCRC voted in November to approve the change from 15 days to 30 days to file an appeal following the results of the investigation being received.

**SIGN OFF:** \_\_\_\_\_  
 (Mayor's Signature) *GM*

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

2026-078

**AN ORDINANCE AUTHORIZING A SPONSORSHIP PAYMENT OF \$3,500.00 TO SPRINGFIELD ROAD RUNNERS CLUB FOR THE LINCOLN PRESIDENTIAL HALF MARATHON (LPHM) TO BE HELD APRIL 11, 2026, FOR THE SPRINGFIELD CONVENTION & VISITORS BUREAU**

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

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

**WHEREAS**, Springfield Road Runners Club, the sponsors of the Lincoln Presidential Half Marathon (LPHM) have requested \$3,500.00 to be Route 66 Centennial Co-op branded event held April 11, 2026; and

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

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

**Section 1:** That the City Council hereby approves financial assistance in the amount of \$3,500.00 pursuant to provisions under Article VII, Chapter 37, Section 37.62 of the 1988 City of Springfield Code of Ordinances, as amended, as a sponsorship to Springfield Road Runners Club for The Lincoln Presidential Half Marathon (LPHM) to be held April 11, 2026.

**Section 2:** That the Office of Budget and Management is hereby authorized to pay \$3,500.00 to the Springfield Road Runners Club, the sponsors of The Presidential Half Marathon (LPHM) from account number 021-114-VIST-VIST-2110.

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

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

**PASSED:** \_\_\_\_\_, 2026

**SIGNED:** \_\_\_\_\_, 2026

**RECORDED:** \_\_\_\_\_, 2026

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

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

**Approved as to legal sufficiency:**

**Requested by: Mayor Misty Buscher**

 2-9-26  
**Office of Corporation Counsel/Date**

**EVENT SPONSORSHIP AWARD AGREEMENT**

**THIS AGREEMENT** made and entered this January 28, 2026, 2025, by and between, **Springfield Road Runners Club**. (Organizer), and the **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation (the "City"), by and through the Springfield Convention and Visitors Bureau (the "SCVB"). The Owner and the City are sometimes collectively referred to herein as the "Parties."

**WITNESSETH:**

**WHEREAS**, the Organizer agrees to host **Springfield Road Runners Club for LPHM 2026**. ("Event") in Springfield, Illinois and the City agrees to support the Event under the terms and conditions outlined in this agreement.

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

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

**Section 2. Payment Terms:** The City shall pay Organizer a sponsorship award in the amount of \$3,500.00. The agreed-upon sponsorship award shall be paid to the Organizer in one lump sum, contingent upon the Event occurring no later than April 11, 2026.

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

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

**Section 5. Termination:** If the event does not occur by April 11, 2026, Springfield shall not be obligated to pay the agreed-upon sponsorship award and/or be refunded any award amount paid in advance. Additionally, either party may terminate this Agreement upon written notice if the other party breaches a material term of this Agreement and fails to remedy such breach within 30 days of receiving notice.

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

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

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

**Organizer**  
By: \_\_\_\_\_

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

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

ORDINANCE FACT SHEET

DATE OF 1st READING: February 3, 2026

OFFICE REQUESTING: Convention & Visitors Bureau

CONTACT PERSON: Scott Dahl

PHONE NUMBER: 217.789.2360 x5531

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

FISCAL IMPACT: \$3,500

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH AND PAYMENT IN AN AMOUNT NOT TO EXCEED \$3,500 TO SPRINGFIELD ROAD RUNNERS CLUB FOR LPHM 2026 TO BE HELD APRIL 11, 2026 FOR THE SPRINGFILED CVB.

CONTRACTOR / VENDOR NAME: Springfield Road Runners Club VENDOR NO: \_\_\_\_\_

CONTRACT TERM: Sponsorship Change in Scope Yes  No

CONTRACT AMOUNT: \$3,500  
(Original amount if change order) Change Order # \_\_\_\_\_ Additional Amount \_\_\_\_\_

Method of Purchase (check one)

- Low Bid
- Low Bid Meeting Specs
- Low Evaluated Bid
- Other: \_\_\_\_\_
- Exception: \_\_\_\_\_
- Code Provision: \_\_\_\_\_

Previous Ord #'s \_\_\_\_\_

Is Purchasing Agent approval required? No  Yes

Is Purchasing Agent approval attached? No  Yes

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

REVENUE						
	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE						
	Fund	Agency	Org	Activity	Object	Amount
1	021	114	VIST	VIST	2110	3,500
2						
3						
4						

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

Agreement

STAFF ANALYSIS

The Lincoln Presidential Half Marathon is proposed to be a Route 66 Centennial Co-op branded event. The Convention and Visitors Advisory Board is recommending sponsorship funding.

FUNDS CHECK BY: C. Heingel

Date: 01/29/2026

DIRECTOR / SUPERVISOR: Dahl, Scott Digitally signed by Dahl, Scott  
Date: 2026.01.24 12:24:51 -0600

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

CITY PURCHASING AGENT: [Signature]

Date: 1/29/26

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

[Signature]  
(Director of OBM)

The information supplied on this form is not confidential information.

**AN ORDINANCE AUTHORIZING A SPONSORSHIP TO CAPITAL CITY CENTURY, FOR CAPITAL CITY CENTURY RIDE TO BE HELD SEPTEMBER 13, 2026, IN AN AMOUNT NOT TO EXCEED PAYMENT OF \$3,500.00 FOR THE SPRINGFIELD CONVENTION & VISITORS BUREAU**

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

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

**WHEREAS**, Capital City Century has requested financial assistance in the amount of \$3,500.00 for the Capital City Century Ride to be held September 13, 2026; and

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

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

**Section 1:** That the City Council hereby approves payment of financial assistance in the amount of \$3,500.00 to Capital City Century, for the Capital City Century Ride to be held September, 13, 2026, pursuant to provisions under Article VII, Chapter 37, Section 37.62 of the 1988 City of Springfield Code of Ordinances, as amended.

**Section 2:** That the Office of Budget and Management is hereby authorized to pay the amount of \$3,500.00 to Capital City Century, from account number 021-114-VIST-VISIT-2110.

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

**PASSED:** \_\_\_\_\_, 2026

**SIGNED:** \_\_\_\_\_, 2026

**RECORDED:** \_\_\_\_\_, 2026

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

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

**Approved as to legal sufficiency:**

**Requested by: Mayor Misty Buscher**

 2-9-26  
\_\_\_\_\_  
**Office of Corporation Counsel/Date**

**EVENT SPONSORSHIP AWARD AGREEMENT**

**THIS AGREEMENT** made and entered this January 28, 2026, 2025, by and between, **Capital City Century** (Organizer), and the **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation (the "City"), by and through the Springfield Convention and Visitors Bureau (the "SCVB"). The Owner and the City are sometimes collectively referred to herein as the "Parties."

**WITNESSETH:**

**WHEREAS**, the Organizer agrees to host **Capital City Century Ride** ("Event") in Springfield, Illinois and the City agrees to support the Event under the terms and conditions outlined in this agreement.

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

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

**Section 2. Payment Terms:** The City shall pay Organizer a sponsorship award in the amount of \$3,500.00. The agreed-upon sponsorship award shall be paid to the Organizer in one lump sum, contingent upon the Event occurring no later than September 13, 2026.

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

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

**Section 5. Termination:** If the event does not occur by September 13, 2026 Springfield shall not be obligated to pay the agreed-upon sponsorship award and/or be refunded any award amount paid in advance. Additionally, either party may terminate this Agreement upon written notice if the other party breaches a material term of this Agreement and fails to remedy such breach within 30 days of receiving notice.

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

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

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

**Organizer**  
By: \_\_\_\_\_

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

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

ORDINANCE FACT SHEET

DATE OF 1st READING: February 3, 2026

OFFICE REQUESTING: Convention & Visitors Bureau

CONTACT PERSON: Scott Dahl

PHONE NUMBER: 217.789.2360 x5531

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

FISCAL IMPACT: \$3,500

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH AND PAYMENT IN AN AMOUNT NOT TO EXCEED \$3,500 TO CAPITAL CITY CENTURY FOR CAPITAL CITY CENTURY RIDE TO BE HELD SEPTEMBER 13, 2026 FOR THE SPRINGFILED CVB.

CONTRACTOR / VENDOR NAME: Capital City Century VENDOR NO: \_\_\_\_\_

CONTRACT TERM: Sponsorship Change in Scope Yes [ ] No [x]

CONTRACT AMOUNT: \$3,500 (Original amount if change order) Change Order # \_\_\_\_\_ Additional Amount \_\_\_\_\_

Method of Purchase (check one)

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

Previous Ord #'s \_\_\_\_\_

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

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

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

Table with 6 columns: Fund, Agency, Org, Activity, Object, Amount. Row 1: 1, 021, 114, VIST, VIST, 2110, 3,500

Table with 6 columns: Fund, Agency, Org, Activity, Object, Amount. Row 1: 1, 021, 114, VIST, VIST, 2110, 3,500

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

Agreement

STAFF ANALYSIS

The Capital City Century is proposed to be a Route 66 Centennial Co-op branded event. The Convention and Visitors Advisory Board is recommending sponsorship funding.

FUNDS CHECK BY: C. Heingel

Date: 01/29/2026

DIRECTOR / SUPERVISOR: Dahl, Scott Digitally signed by Dahl, Scott Date: 2026.01.24 12:47:13 -06'00'

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

CITY PURCHASING AGENT: [Signature]

Date: 1/29/26

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

[Signature] (Director of OBM)

The information supplied on this form is not confidential information.

2026-080

**AN ORDINANCE AUTHORIZING A SPONSORSHIP TO DOWNTOWN  
SPRINGFIELD, INC., FOR THE ANNUAL GALA TO BE HELD MARCH 26, 2026,  
IN AN AMOUNT NOT TO EXCEED PAYMENT OF \$3,500.00 FOR THE  
SPRINGFIELD CONVENTION & VISITORS BUREAU**

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

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

**WHEREAS**, Downtown Springfield, Inc., has requested financial assistance in the amount of \$3,500.00 for the Annual Gala to be held March 26, 2026; and

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

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

**Section 1:** That the City Council hereby approves payment of financial assistance in the amount of \$3,500.00 to Downtown Springfield, Inc., for the Annual Gala to be held March 26, 2026, pursuant to provisions under Article VII, Chapter 37, Section 37.62 of the 1988 City of Springfield Code of Ordinances, as amended.

**Section 2:** That the Office of Budget and Management is hereby authorized to pay the amount of \$3,500.00 to Downtown Springfield, Inc., from account number 021-114-VIST-VISIT-2110.

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

**PASSED:** \_\_\_\_\_, 2026

**SIGNED:** \_\_\_\_\_, 2026

**RECORDED:** \_\_\_\_\_, 2026

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

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

**Approved as to legal sufficiency:**

**Requested by: Mayor Misty Buscher**

 2-9-26  
\_\_\_\_\_  
**Office of Corporation Counsel/Date**

**EVENT SPONSORSHIP AWARD AGREEMENT**

**THIS AGREEMENT** made and entered this January 28, 2026, 2025, by and between, **Downtown Springfield Inc.** (Organizer), and the **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation (the "City"), by and through the Springfield Convention and Visitors Bureau (the "SCVB"). The Owner and the City are sometimes collectively referred to herein as the "Parties."

**WITNESSETH:**

**WHEREAS**, the Organizer agrees to host **Annual Gala**. ("Event") in Springfield, Illinois and the City agrees to support the Event under the terms and conditions outlined in this agreement.

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

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

**Section 2. Payment Terms:** The City shall pay Organizer a sponsorship award in the amount of \$3,500.00. The agreed-upon sponsorship award shall be paid to the Organizer in one lump sum, contingent upon the Event occurring no later than March 26, 2026.

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

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

**Section 5. Termination:** If the event does not occur by March 26, 2026, Springfield shall not be obligated to pay the agreed-upon sponsorship award and/or be refunded any award amount paid in advance. Additionally, either party may terminate this Agreement upon written notice if the other party breaches a material term of this Agreement and fails to remedy such breach within 30 days of receiving notice.

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

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

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

**Organizer**  
By: \_\_\_\_\_

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

By: \_\_\_\_\_  
**Mayor Misty Buscher** *GEM*

ORDINANCE FACT SHEET

DATE OF 1st READING: February 3, 2026

OFFICE REQUESTING: Convention & Visitors Bureau

CONTACT PERSON: Scott Dahl

PHONE NUMBER: 217.789.2360 x5531

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

FISCAL IMPACT: \$3,500

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH AND PAYMENT IN AN AMOUNT NOT TO EXCEED \$3,500 TO DOWNTOWN SPRINGFILED, INC. FOR ANNUAL GALA TO BE HELD MARCH 26, 2026 FOR THE SPRINGFILED CVB.

CONTRACTOR / VENDOR NAME: Downtown Springfield Inc. VENDOR NO: \_\_\_\_\_

CONTRACT TERM: Sponsorship Change in Scope Yes  No

CONTRACT AMOUNT: \$3,500  
(Original amount if change order) Change Order # \_\_\_\_\_ Additional Amount \_\_\_\_\_

Method of Purchase (check one)

- Low Bid  
 Low Bid Meeting Specs  
 Low Evaluated Bid  
 Other: \_\_\_\_\_  
 Exception: \_\_\_\_\_  
 Code Provision: \_\_\_\_\_

Previous Ord #'s \_\_\_\_\_

Is Purchasing Agent approval required? No  Yes

Is Purchasing Agent approval attached? No  Yes

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1	021	114	VIST	VIST	2110 3,500
2					
3					
4					

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

Agreement

STAFF ANALYSIS

Downtown Springfield Inc. Gala is proposed be a Route 66 Centennial Co-op branded event. The Convention and Visitors Advisory Board is recommending sponsorship funding.

FUNDS CHECK BY: C. Heingel

Date: 01/29/2026

DIRECTOR / SUPERVISOR: Dahl, Scott Digitally signed by Dahl, Scott  
Date: 2026.01.24 12:33:31 -08'00'

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

CITY PURCHASING AGENT: [Signature]

Date: 1/29/26

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

[Signature]  
(Director of OBM)

The information supplied on this form is not confidential information.

2026-081

**AN ORDINANCE AUTHORIZING A SPONSORSHIP TO FA5K FOR THE FA5K EVENT TO BE HELD MAY 8, 2026, THROUGH MAY 9, 2026, IN AN AMOUNT NOT TO EXCEED PAYMENT OF \$3,500.00 FOR THE SPRINGFIELD CONVENTION & VISITORS BUREAU**

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

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

**WHEREAS**, FA5K has requested financial assistance in the amount of \$3,500.00 for sponsorship of FA5K Event to be held May 8, 2026, through May 9, 2026; and

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

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

**Section 1:** That the City Council hereby approves payment of financial assistance in the amount of \$3,500.00 to FA5K for the FA5K Event to be held May 8, 2026, through May 9, 2026, pursuant to provisions under Article VII, Chapter 37, Section 37.62 of the 1988 City of Springfield Code of Ordinances, as amended.

**Section 2:** That the Office of Budget and Management is hereby authorized to pay the amount of \$3,500.00 to FA5K, from account number 021-114-VIST-VISIT-2110.

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

**PASSED:** \_\_\_\_\_, 2026

**SIGNED:** \_\_\_\_\_, 2026

**RECORDED:** \_\_\_\_\_, 2026

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

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

**Approved as to legal sufficiency:**

**Requested by: Mayor Misty Buscher**

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

**EVENT SPONSORSHIP AWARD AGREEMENT**

**THIS AGREEMENT** made and entered this January 28, 2026, 2025, by and between, **FA5K**. (Organizer), and the **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation (the "City"), by and through the Springfield Convention and Visitors Bureau (the "SCVB"). The Owner and the City are sometimes collectively referred to herein as the "Parties."

**WITNESSETH:**

**WHEREAS**, the Organizer agrees to host **FA5K**. ("Event") in Springfield, Illinois and the City agrees to support the Event under the terms and conditions outlined in this agreement.

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

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

**Section 2. Payment Terms:** The City shall pay Organizer a sponsorship award in the amount of \$3,500.00. The agreed-upon sponsorship award shall be paid to the Organizer in one lump sum, contingent upon the Event occurring no later than May 8-9, 2026.

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

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

**Section 5. Termination:** If the event does not occur by May 8-9, 2026, Springfield shall not be obligated to pay the agreed-upon sponsorship award and/or be refunded any award amount paid in advance. Additionally, either party may terminate this Agreement upon written notice if the other party breaches a material term of this Agreement and fails to remedy such breach within 30 days of receiving notice.

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

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

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

**Organizer**  
By: \_\_\_\_\_

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

By: \_\_\_\_\_  
Mayor Misty Buscher *GEM*

**ORDINANCE FACT SHEET**

DATE OF 1st READING: February 3, 2026

OFFICE REQUESTING: Convention & Visitors Bureau

CONTACT PERSON: Scott Dahl

PHONE NUMBER: 217.789.2360 x5531

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

FISCAL IMPACT: \$3,500

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH AND PAYMENT IN AN AMOUNT NOT TO EXCEED \$3,500 TO FA5K FOR THE FA5K EVENT TO BE HELD MAY 8-9, 2026 FOR THE SPRINGFILED CVB.

CONTRACTOR / VENDOR NAME: FA5K VENDOR NO: \_\_\_\_\_

CONTRACT TERM: Sponsorship Change in Scope Yes  No

CONTRACT AMOUNT: \$3,500  
(Original amount if change order)      Change Order #      Additional Amount

**Method of Purchase (check one)**

- Low Bid  
 Low Bid Meeting Specs  
 Low Evaluated Bid  
 Other: \_\_\_\_\_  
 Exception: \_\_\_\_\_  
 Code Provision: \_\_\_\_\_

Previous Ord #'s \_\_\_\_\_

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

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

REVENUE						
	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE						
	Fund	Agency	Org	Activity	Object	Amount
1	021	114	VIST	VIST	2110	3,500
2						
3						
4						

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

Agreement

**STAFF ANALYSIS**

The FA5k is proposed to be a Route 66 Centennial Co-op branded event. The Convention and Visitors Advisory Board is recommending sponsorship funding.

FUNDS CHECK BY: C. Heingel

Date: 01/29/2026

DIRECTOR / SUPERVISOR: Dahl, Scott Digitally signed by Dahl, Scott  
Date: 2026.01.24 12:50:14 -06'00'

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

CITY PURCHASING AGENT: \_\_\_\_\_

Date: 1/29/26

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

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

The information supplied on this form is not confidential information.

2026 - 082

**AN ORDINANCE AUTHORIZING A SPONSORSHIP TO SPRINGFIELD ART ASSOCIATION FOR THE OLD-FASHIONED ICE CREAM SOCIAL TO BE HELD MEMORIAL DAY WEEKEND 2026, IN AN AMOUNT NOT TO EXCEED PAYMENT OF \$15,000.00 FOR THE SPRINGFIELD CONVENTION & VISITORS BUREAU**

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

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

**WHEREAS**, Springfield Art Association has requested financial assistance in the amount of \$15,000.00 for sponsorship of The Old-Fashioned Ice Cream Social to be held Memorial Day weekend 2026; and

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

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

**Section 1:** That the City Council hereby approves payment of financial assistance in the amount of \$15,000.00 to Springfield Art Association for The Old-Fashioned Ice Cream Social to be held Memorial Day weekend 2026, pursuant to provisions under Article VII, Chapter 37, Section 37.62 of the 1988 City of Springfield Code of Ordinances, as amended.

**Section 2:** That the Office of Budget and Management is hereby authorized to pay the amount of \$15,000.00 to Springfield Art Association, from account number 021-114-VIST-VISIT-2110.

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

**PASSED:** \_\_\_\_\_, 2026

**SIGNED:** \_\_\_\_\_, 2026

**RECORDED:** \_\_\_\_\_, 2026

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

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

**Approved as to legal sufficiency:**

**Requested by: Mayor Misty Buscher**

 2-9-26  
**Office of Corporation Counsel/Date**

**EVENT SPONSORSHIP AWARD AGREEMENT**

**THIS AGREEMENT** made and entered this     January 28, 2026    , 2025, by and between, **Springfield Art Association**. (Organizer), and the **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation (the "City"), by and through the Springfield Convention and Visitors Bureau (the "SCVB"). The Owner and the City are sometimes collectively referred to herein as the "Parties."

**WITNESSETH:**

**WHEREAS**, the Organizer agrees to host **The Old Fashioned Ice Cream Social**. ("Event") in Springfield, Illinois and the City agrees to support the Event under the terms and conditions outlined in this agreement.

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

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

**Section 2. Payment Terms:** The City shall pay Organizer a sponsorship award in the amount of \$15,000.00. The agreed-upon sponsorship award shall be paid to the Organizer in one lump sum, contingent upon the Event occurring no later than Memorial Day weekend.

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

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

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

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

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

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

**Organizer**  
By: \_\_\_\_\_

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

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

ORDINANCE FACT SHEET

DATE OF 1st READING: February 3, 2026

OFFICE REQUESTING: Convention & Visitors Bureau

CONTACT PERSON: Scott Dahl

PHONE NUMBER: 217.789.2360 x5531

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

FISCAL IMPACT: \$15,000

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH AND PAYMENT IN AN AMOUNT NOT TO EXCEED \$15,000 TO SPRINGFIELD ART ASSOCIATION FOR THE OLD FASHIONED ICE CREAM SOCIAL TO BE HELD MEMORIAL DAY WEEKEND 2026 FOR THE SPRINGFILED CVB.

CONTRACTOR / VENDOR NAME: Springfield Art Association VENDOR NO: \_\_\_\_\_

CONTRACT TERM: Sponsorship Change in Scope Yes  No

CONTRACT AMOUNT: \$15,000  
(Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one)

- Low Bid
- Low Bid Meeting Specs
- Low Evaluated Bid
- Other: \_\_\_\_\_
- Exception: \_\_\_\_\_
- Code Provision: \_\_\_\_\_

Previous Ord #'s \_\_\_\_\_

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1	021	114	VIST	VIST	2110 15,000
2					
3					
4					

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

Agreement

STAFF ANALYSIS

The Old Fashioned Ice Cream Social is proposed to be a Route 66 Centennial Co-op branded event. The Convention and Visitors Advisory Board is recommending sponsorship funding.

FUNDS CHECK BY: C. Heingel

Date: 01/29/2026

DIRECTOR / SUPERVISOR: Dahl, Scott Digitally signed by Dahl, Scott Date: 2026.01.24 13:02:04 -06'00'

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

CITY PURCHASING AGENT: \_\_\_\_\_

Date: 1/29/26

SIGN OFF: \_\_\_\_\_  
(Mayor's Signature) GEM

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

The information supplied on this form is not confidential information.

2020-002

**AN ORDINANCE AUTHORIZING A SPONSORSHIP TO REISCH CHARITIES FOR THE INTERNATIONAL EATING COMPETITION TO BE HELD SEPTEMBER 26, 2026, IN AN AMOUNT NOT TO EXCEED PAYMENT OF \$20,000.00 FOR THE SPRINGFIELD CONVENTION & VISITORS BUREAU**

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

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

**WHEREAS**, Reisch Charities has requested financial assistance in the amount of \$20,000.00 for sponsorship of The International Eating Competition to be held September 26, 2026; and

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

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

**Section 1:** That the City Council hereby approves payment of financial assistance in the amount of \$20,000.00 to Reisch Charities for The International Eating Competition to be held September 26, 2026, pursuant to provisions under Article VII, Chapter 37, Section 37.62 of the 1988 City of Springfield Code of Ordinances, as amended.

**Section 2:** That the Office of Budget and Management is hereby authorized to pay the amount of \$20,000.00 to Reisch Charities, from account number 021-114-VIST-VISIT-2110.

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

**PASSED:** \_\_\_\_\_, 2026

**SIGNED:** \_\_\_\_\_, 2026

**RECORDED:** \_\_\_\_\_, 2026

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

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

**Approved as to legal sufficiency:**

**Requested by: Mayor Misty Buscher**

 2-9-26  
Office of Corporation Counsel/Date

2026-084

**EVENT SPONSORSHIP AWARD AGREEMENT**

**THIS AGREEMENT** made and entered this January 28, 2026, 2025, by and between, **Reish Charities**. (Organizer), and the **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation (the "City"), by and through the Springfield Convention and Visitors Bureau (the "SCVB"). The Owner and the City are sometimes collectively referred to herein as the "Parties."

**WITNESSETH:**

**WHEREAS**, the Organizer agrees to host **The International Eating Competition**. ("Event") in Springfield, Illinois and the City agrees to support the Event under the terms and conditions outlined in this agreement.

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

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

**Section 2. Payment Terms:** The City shall pay Organizer a sponsorship award in the amount of \$20,000.00. The agreed-upon sponsorship award shall be paid to the Organizer in one lump sum, contingent upon the Event occurring no later than September 26, 2026.

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

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

**Section 5. Termination:** If the event does not occur by September 26, 2026, Springfield shall not be obligated to pay the agreed-upon sponsorship award and/or be refunded any award amount paid in advance. Additionally, either party may terminate this Agreement upon written notice if the other party breaches a material term of this Agreement and fails to remedy such breach within 30 days of receiving notice.

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

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

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

**Organizer**  
By: \_\_\_\_\_

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

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

ORDINANCE FACT SHEET

DATE OF 1st READING: February 3, 2026

OFFICE REQUESTING: Convention & Visitors Bureau

CONTACT PERSON: Scott Dahl

PHONE NUMBER: 217.789.2360 x5531

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

FISCAL IMPACT: \$20,000

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH AND PAYMENT IN AN AMOUNT NOT TO EXCEED \$20,000 TO REISCH CHARITIES FOR THE INTERNATIONAL EATING COMPETITION TO BE HELD SETPEMBER 26, 2026 FOR THE SPRINGFILED CVB.

CONTRACTOR / VENDOR NAME: Reisch Charities VENDOR NO: \_\_\_\_\_

CONTRACT TERM: Sponsorship Change in Scope Yes [ ] No [x]

CONTRACT AMOUNT: \$20,000 (Original amount if change order) Change Order # \_\_\_\_\_ Additional Amount \_\_\_\_\_

Method of Purchase (check one)

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

Previous Ord #'s \_\_\_\_\_

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

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

Table with 6 columns: Fund, Agency, Org, Activity, Object, Amount. Row 1: 1, 021, 114, VIST, VIST, 2110, 20,000

Table with 6 columns: Fund, Agency, Org, Activity, Object, Amount. Row 1: 1, 021, 114, VIST, VIST, 2110, 20,000

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

Agreement

STAFF ANALYSIS

Reisch Charities will organize an International Cozy Dog eating competition to be a Route 66 Centennial Co-op branded event.

FUNDS CHECK BY: C. Heingel

Date: 01/29/2026

DIRECTOR / SUPERVISOR: Dahl, Scott Digitally signed by Dahl, Scott Date: 2026.01.24 13:09:21 -06'00'

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

CITY PURCHASING AGENT: [Signature]

Date: 1/24/26

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

[Signature] (Director of OBM)

The information supplied on this form is not confidential information.

2026-084

**AN ORDINANCE AUTHORIZING A SPONSORSHIP TO ILLINOIS DEPARTMENT OF AGRICULTURE FOR THE ILLINOIS STATE FAIR TO BE HELD AUGUST 13, 2026, THROUGH AUGUST 23, 2026, IN AN AMOUNT NOT TO EXCEED PAYMENT OF \$3,500.00 FOR THE SPRINGFIELD CONVENTION & VISITORS BUREAU**

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

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

**WHEREAS**, Illinois Department of Agriculture has requested financial assistance in the amount of \$3,500.00 for sponsorship of Illinois State Fair to be held August 13, 2026, through August 23, 2026; and

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

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

**Section 1:** That the City Council hereby approves payment of financial assistance in the amount of \$3,500.00 to Illinois Department of Agriculture for the Illinois State Fair to be held August 13, 2026, through August 23, 2026, pursuant to provisions under Article VII, Chapter 37, Section 37.62 of the 1988 City of Springfield Code of Ordinances, as amended.

**Section 2:** That the Office of Budget and Management is hereby authorized to pay the amount of \$3,500.00 to Illinois Department of Agriculture, from account number 021-114-VIST-VISIT-2110.

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

**PASSED:** \_\_\_\_\_, 2026

**SIGNED:** \_\_\_\_\_, 2026

**RECORDED:** \_\_\_\_\_, 2026

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

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

**Approved as to legal sufficiency:**

**Requested by: Mayor Misty Buscher**

 2-9-26  
**Office of Corporation Counsel/Date**

**EVENT SPONSORSHIP AWARD AGREEMENT**

THIS AGREEMENT made and entered this January 28, 2026, 2025, by and between, **Illinois Department of Agriculture**. (Organizer), and the **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation (the "City"), by and through the Springfield Convention and Visitors Bureau (the "SCVB"). The Owner and the City are sometimes collectively referred to herein as the "Parties."

**WITNESSETH:**

WHEREAS, the Organizer agrees to host **The Illinois State Fair**. ("Event") in Springfield, Illinois and the City agrees to support the Event under the terms and conditions outlined in this agreement.

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

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

**Section 2. Payment Terms:** The City shall pay Organizer a sponsorship award in the amount of \$3,500.00. The agreed-upon sponsorship award shall be paid to the Organizer in one lump sum, contingent upon the Event occurring no later than August 13-23, 2026.

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

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

**Section 5. Termination:** If the event does not occur by August 13-23, 2026, Springfield shall not be obligated to pay the agreed-upon sponsorship award and/or be refunded any award amount paid in advance. Additionally, either party may terminate this Agreement upon written notice if the other party breaches a material term of this Agreement and fails to remedy such breach within 30 days of receiving notice.

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

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

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

Organizer  
By: \_\_\_\_\_

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

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

ORDINANCE FACT SHEET

DATE OF 1st READING: February 3, 2026

OFFICE REQUESTING: Convention & Visitors Bureau

CONTACT PERSON: Scott Dahl

PHONE NUMBER: 217.789.2360 x5531

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

FISCAL IMPACT: \$3,500

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH AND PAYMENT IN AN AMOUNT NOT TO EXCEED \$3,500 TO ILLINOIS DEPARTMENT OF AGRICULTURE FOR THE ILLINOIS STATE FAIR TO BE HELD AUGUST 13-23, 2026 FOR THE SPRINGFILED CVB.

CONTRACTOR / VENDOR NAME: Illinois Department of Agriculture VENDOR NO: \_\_\_\_\_

CONTRACT TERM: Sponsorship Change in Scope Yes [ ] No [x]

CONTRACT AMOUNT: \$3,500 (Original amount if change order) Change Order # \_\_\_\_\_ Additional Amount \_\_\_\_\_

Method of Purchase (check one)

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

Previous Ord #'s \_\_\_\_\_

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

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

Table with 6 columns: Fund, Agency, Org, Activity, Object, Amount. Row 1 is empty.

Table with 6 columns: Fund, Agency, Org, Activity, Object, Amount. Row 1: 021, 114, VIST, VIST, 2110, 3,500.

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

Agreement

STAFF ANALYSIS

The Illinois State Fair is proposed to be a Route 66 Centennial Co-op branded event. The Convention and Visitors Advisory Board is recommending sponsorship funding.

FUNDS CHECK BY: C. Heingel

Date: 01/29/2026

DIRECTOR / SUPERVISOR: Dahl, Scott Digitally signed by Dahl, Scott Date: 2026.01.24 13:14:35 -0600

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

CITY PURCHASING AGENT: [Signature]

Date: 1/29/26

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

[Signature] (Director of OBM)

The information supplied on this form is not confidential information.

2026-085

**AN ORDINANCE AUTHORIZING A SPONSORSHIP TO ST. PATRICK'S DAY PARADE COMMITTEE, FOR ST. PATRICK'S DAY PARADE TO BE HELD MARCH 14, 2026, IN AN AMOUNT NOT TO EXCEED PAYMENT OF \$3,500.00 FOR THE SPRINGFIELD CONVENTION & VISITORS BUREAU**

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

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

**WHEREAS**, St. Patrick's Day Parade Committee has requested financial assistance in the amount of \$3,500.00 for the Capital City Century Ride to be held March 14, 2026; and

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

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

**Section 1:** That the City Council hereby approves payment of financial assistance in the amount of \$3,500.00 to St. Patrick's Day Parade Committee, for the St. Patrick's Day Parade to be held March 14, 2026, pursuant to provisions under Article VII, Chapter 37, Section 37.62 of the 1988 City of Springfield Code of Ordinances, as amended.

**Section 2:** That the Office of Budget and Management is hereby authorized to pay the amount of \$3,500.00 to St. Patrick's Day Parade Committee, from account number 021-114-VIST-VISIT-2110.

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

**PASSED:** \_\_\_\_\_, 2026

**SIGNED:** \_\_\_\_\_, 2026

**RECORDED:** \_\_\_\_\_, 2026

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

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

Approved as to legal sufficiency:

**Requested by: Mayor Misty Buscher**

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

**EVENT SPONSORSHIP AWARD AGREEMENT**

THIS AGREEMENT made and entered this    January 28, 2026   , 2025, by and between, **ST. Patrick's Day Parade Committee**. (Organizer), and the **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation (the "City"), by and through the Springfield Convention and Visitors Bureau (the "SCVB"). The Owner and the City are sometimes collectively referred to herein as the "Parties."

**WITNESSETH:**

**WHEREAS**, the Organizer agrees to host **ST. Patrick's Day Parade**. ("Event") in Springfield, Illinois and the City agrees to support the Event under the terms and conditions outlined in this agreement.

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

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

**Section 2. Payment Terms:** The City shall pay Organizer a sponsorship award in the amount of \$3,500.00. The agreed-upon sponsorship award shall be paid to the Organizer in one lump sum, contingent upon the Event occurring no later than March 14, 2026.

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

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

**Section 5. Termination:** If the event does not occur by March 14, 2026, Springfield shall not be obligated to pay the agreed-upon sponsorship award and/or be refunded any award amount paid in advance. Additionally, either party may terminate this Agreement upon written notice if the other party breaches a material term of this Agreement and fails to remedy such breach within 30 days of receiving notice.

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

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

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

**Organizer**  
By: \_\_\_\_\_

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

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

ORDINANCE FACT SHEET

DATE OF 1st READING: February 3, 2026

OFFICE REQUESTING: Convention & Visitors Bureau

CONTACT PERSON: Scott Dahl

PHONE NUMBER: 217.789.2360 x5531

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

FISCAL IMPACT: \$3,500

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH AND PAYMENT IN AN AMOUNT NOT TO EXCEED \$3,500 TO ST. PATRICK'S DAY PARADE COMMITTEE FOR ST. PATRICK'S DAY PARADE TO BE HELD MARCH 14, 2026 FOR THE SPRINGFILED CVB.

CONTRACTOR / VENDOR NAME: St. Patrick's Day Parade VENDOR NO: \_\_\_\_\_

CONTRACT TERM: Sponsorship Change in Scope Yes  No

CONTRACT AMOUNT: \$3,500  
(Original amount if change order) Change Order # \_\_\_\_\_ Additional Amount \_\_\_\_\_

Method of Purchase (check one)

- Low Bid
- Low Bid Meeting Specs
- Low Evaluated Bid
- Other: \_\_\_\_\_
- Exception: \_\_\_\_\_
- Code Provision: \_\_\_\_\_

Previous Ord #'s \_\_\_\_\_

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1	021	114	VIST	VIST	2110 3,500
2					
3					
4					

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

Agreement

STAFF ANALYSIS

St. Patrick's Day Parade is proposed to be a Route 66 Centennial Co-op branded event. The Convention and Visitors Advisory Board is recommending sponsorship funding.

FUNDS CHECK BY: C. Heingel

Date: 01/29/2026

DIRECTOR / SUPERVISOR: Dahl, Scott Digitally signed by Dahl, Scott Date: 2026.01.24 12:42:31 -0600'

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

CITY PURCHASING AGENT: [Signature]

Date: 1/29/26

SIGN OFF: \_\_\_\_\_ (Mayor's Signature) GEM

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

The information supplied on this form is not confidential information.

**AN ORDINANCE DECLARING MISCELLANEOUS SCRAP VEHICLES AND VEHICLES AS SURPLUS PROPERTY AND AUTHORIZING DISPOSAL OF SAID SURPLUS PROPERTY BY AUCTION, SOLD FOR SCRAP, DONATED OR RECYCLED**

**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 Purchasing Department has identified miscellaneous items described on attached Exhibit A as property that is not useful for City purposes and desires to dispose of said property; and

**WHEREAS**, it is necessary to declare the items to be surplus property and authorize the disposal of the surplus property to be sold at auction, sold for scrap, donated or recycled.

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

**Section 1:** That the City Council hereby declares the property described on Exhibit A attached hereto as surplus property and authorizes disposal of said surplus property to be sold at auction, sold for scrap, donated or recycled.

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

**PASSED:** \_\_\_\_\_, 2026

**SIGNED:** \_\_\_\_\_, 2026

**RECORDED:** \_\_\_\_\_, 2026

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

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

**Approved as to legal sufficiency:**

**Requested by: Mayor Misty Buscher**

 2-9-26  
**Office of Corporation Counsel/Date**

Asset Auction List

Asset #	Equipment Description	VIN/Serial#	Location	Condition Report	Photos	Deletion Form	Title	Condition
40173	1989 International 49000 Dump Truck	1HSDAAN8W5S4732	Grain St	X	X	X	X	Inoperable with Jump Start
50075	1998 International 49000 Dump Truck	1HSDAAN8W5S4732	PW	X	X	X	X	Inoperable with Jump Start - Needs Brakes & Air Dryer - Bad Sension Lift Needs replaced
40577	2017 Ford Explorer	1F4SK889HGAA4577	Grain St	X	X	X	X	Starts & Runs with Jump Start - Needs Transmission replaced
30014	2012 Ford F-150 XL	1FTFX1C8C3E56266	PW	X	X	X	X	Starts & Runs with Jump Start - Heavy Rust to Frame & Body
40689	2004 Chevy Silverado 2500HD	1GCRC23U5AF286604	Grain St	X	X	X	X	Starts & Runs with Jump Start - Heavy Rust to Frame & Body
40823	2018 Ford F-150 XL	1FTFX1E58KCS6472	Grain St	X	X	X	X	Starts & Runs with Jump Start - Heavy Rust to Frame & Body
30745	2009 Ford Focus	1FAFP24H39V184758	PW	X	X	X	X	Starts & Runs with Jump Start - Needs transmission replaced - Knocking noise in engine
40159	2001 Ford F-250 Super Duty	1FDMA71L1E068014	Grain St	X	X	X	X	Starts & Runs with Jump Start - Needs transmission replaced - Rust to Frame & Body
50277	2012 Ford F-150 XL	1FTFX1E1CPC82224	PW	X	X	X	X	Starts & Runs with Jump Start - Needs Motor Overhaul or replacement
30189	2012 P. S. Arrow Board	6124270	PW	NA			NA	Serviced functional in March 2025
30240	2002 Winco Arrow Board	62023584	PW	NA			NA	Serviced and functional in January 2025
30281	1986 Winco Arrow Board	1W9151013W1248473	PW	NA			NA	Unknown - No Records - Not in Asset Works
30282	1987 Winco Arrow Board	1W9151013W1248280	PW	NA			NA	Unknown - No Records - Not in Asset Works
30283	1987 Winco Arrow Board	1W9151013W1248059	PW	NA			NA	Unknown - No Records - Not in Asset Works
30284	2002 Winco Arrow Board	2622866	PW	NA			NA	Unknown - No Records - Not in Asset Works
PW MISC	2008 Bobcat 96 Plow	63364545	PW	NA			NA	Serviced and functional in January 2025
PW MISC	2008 Bobcat 96 Plow	63364364	PW	NA			NA	Unknown - No Records - Not in Asset Works
30701	2009 Leasby Zaver	4590146703	PW	NA			NA	Unknown - No Records - Not in Asset Works
30133	2007 Scag Zero Turn Mower	C7900122	PW	NA			NA	Unknown - No Records
30178	2013 Toro Zero Turn Mower	313009128	PW	NA			NA	Headst Motor Replacement
30697A	Hexac Soil Spreader	20348	PW	NA			NA	Unknown - No Records
30652A	Hexac Soil Spreader	20347	PW	NA			NA	Unknown - No Records
PW MISC	Pomona Soil Spreader	105-333	PW	NA			NA	Unknown - No Records - Not in Asset Works
PW MISC	Pomona Soil Spreader	15 08-3032	PW	NA			NA	Unknown - No Records - Not in Asset Works
30134	John Deere L77 Mower	TC0776402721	PW	NA			NA	Unknown - No Records
10445	2015 Ford Explorer (CO)	1FMSK88A85FGC41645	Grain St				X	Starts & Runs with Jump Start - Possible CO Issues
10432	2015 Ford Explorer (CO)	1FMSK88A85FGC41627	Grain St				X	Starts & Runs with Jump Start - Possible CO Issues - Motor recently replaced
10438	2015 Ford Explorer (CO)	1FMSK88A85FGC41649	Grain St				X	Starts & Runs with Jump Start - Possible CO Issues
10452	2015 Ford Explorer (CO)	1FMSK88A85FGC41647	Grain St					Starts & Runs with Jump Start - Possible CO Issues
10452	2015 Ford Explorer (CO)	1FMSK88A85FGC41636	Grain St					Starts & Runs with Jump Start - Possible CO Issues
10436	2015 Ford Explorer (CO)	1FMSK88A85FGC41640	Grain St					Starts & Runs with Jump Start - Possible CO Issues
10444	2015 Ford Explorer (CO)	1FMSK88A85FGC41634	Grain St					Starts & Runs with Jump Start - Possible CO Issues
10426	2015 Ford Explorer (CO)	1FMSK88A85FGC41626	Grain St					Starts & Runs with Jump Start - Possible CO Issues

2026-087

**SCRAP VEHICLES**

Asset #	Equipment Description	Title	Photos	Deletion Form	Location	Condition
40911	2010 Elgin Street Sweeper	No Title	X	X	Groth St	Repairs needed exceed value
40204	2004 Ford F-150 XL	Yes	X	X	Groth St	Severe Rust to Frame & Body - Not safe
60748	2004 Chevy Express Van	Yes	X	X	FMF	Unable to repair due to discontinued parts
40790	2018 Toro Z-Master Mower	No Title	X	X	FMF	Needs motor replacement - Repairs Exceed value
10278	2008 Ford Crown Victoria	Yes	X	X	FMF	Heavy Collision Damage - Repairs exceed value
40113	2010 Ford Ranger	Yes	X	X	Groth St	Needs motor replacement - Heavy Rust Repairs exceed value
40880	1998 Mitsubishi Forklift	No Title	X	X	Groth St	Needs motor replacement - Repairs exceed value
40043	2002 Chevy Blazer	Yes	X	X	Groth St	Old vehicle with a lot of damage - Very little value
40246	1996 GMC 2500	Yes	X	X	Groth St	Old vehicle with a lot of damage - Very little value
10433	2015 Ford Explorer Interceptor	Yes	X	X	Groth St (PD)	Used for Target Practice at Police Academy
10420	2015 Ford Explorer Interceptor				FMF	Needs Motor Replacement
10419	2015 Ford Explorer Interceptor				FMF	Needs Motor Replacement
10420	2015 Ford Explorer Interceptor				FMF	Collision - Repair Costs Exceed Value
10558	2020 Ford Explorer Interceptor				FMF	Collision - Repair Costs Exceed Value
10448	2015 Ford Explorer Interceptor				FMF	Collision - Repair Costs Exceed Value
10445	2015 Ford Explorer Interceptor				FMF	Collision - Repair Costs Exceed Value
10440	2015 Ford Explorer Interceptor				FMF	Collision - Repair Costs Exceed Value
10578	2020 Ford Explorer Interceptor				FMF	Collision - Repair Costs Exceed Value
10479	2023 Ford Explorer Interceptor				FMF	Collision - Repair Costs Exceed Value
10521	2023 Ford Explorer Interceptor				FMF	Collision - Repair Costs Exceed Value
10894	2022 Ford Explorer Interceptor				FMF	Collision - Repair Costs Exceed Value
10457	2017 Ford Explorer Interceptor				FMF	Collision - Repair Costs Exceed Value
10027	2012 Hyundai Tucson		X		FMF	Collision - Repair Costs Exceed Value
10351	2013 Ford Fusion		X		FMF	Collision - Repair Costs Exceed Value
10443	2015 Ford Explorer Interceptor				FMF	Collision - Repair Costs Exceed Value
10414	2015 Ford Explorer Interceptor				Groth St (PD)	Collision - Repair Costs Exceed Value

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: \_\_\_\_\_  
DATE OF 1ST READING: 3 February 2026

OFFICE REQUESTING: OBM - PURCHASING CONTACT PERSON: Anthony Quinones  
PHONE NUMBER: 217-789-2191

EMERGENCY PASSAGE: No  Yes  If yes, explain justification.

TYPE OF ORDINANCE: SURPLUS ITEMS FISCAL IMPACT: N/A  
(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:  

AN ORDINANCE DECLARING MISC SCRAP VEHICLES AND VEHICLES AS SURPLUS. THESE ITEMS WILL BE SOLD AT AUCTION, SOLD FOR SCRAP, DONATED OR RECYCLED

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)  
Vehicle Listing - Exhibit A

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) Previous Ord #'s \_\_\_\_\_  
 Low Bid  Other: SURPLUS Is Purchasing Agent approval required? No  Yes   
 Low Bid Meeting Specs  Exception: \_\_\_\_\_ Is Purchasing Agent approval attached? No  Yes   
 Low Evaluated Bid Code Provision: \_\_\_\_\_

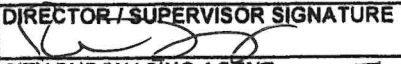

Accounting information (if more than four accounts, please attach list)

REVENUE

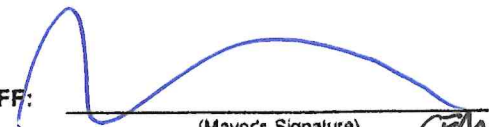
	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						


EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount

FUNDS CHECK BY: \_\_\_\_\_ Date: \_\_\_\_\_  
DIRECTOR / SUPERVISOR SIGNATURE  Date: 1/26/26  
CITY PURCHASING AGENT:  Date: 1/26/2026

COMMENTS

SIGN OFF:   
(Mayor's Signature) GDH

  
(Director of OBM)

2026-087

**AN ORDINANCE AMENDING CHAPTER 90, SECTIONS 91.21 AND 91.22 OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, RELATING TO CRUELTY TO ANIMALS AND ANIMAL FIGHTING**

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

WHEREAS, it is in the best interest of the City to amend Chapter 90, Sections 91.21 and 91.22 relating to the minimum fines for Cruelty to Animals and Animal Fighting.

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

**Section 1:** That the City Council hereby amends Chapter 90, Sections 91.21 and 91.22 of the 1988 City of Springfield Code of Ordinances, as amended, as follows:

*SEE EXHIBIT A*

**Section 2:** That the City Clerk is hereby directed to publish this ordinance in pamphlet form.

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

PASSED: \_\_\_\_\_, 2026

SIGNED: \_\_\_\_\_, 2026


RECORDED: \_\_\_\_\_, 2026

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

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

Approved as to legal sufficiency:

Sponsored by: Mayor Misty Buscher

 2-11-26  
Office of Corporation Counsel / Date

Alderman Roy Williams  
Alderman Lakeshia Purchase  
Alderman Erin Conley  
Alderman Jim Donelan

## EXHIBIT A

### **§ 91.21. Cruelty to animals.**

- (a) No person shall commit acts of cruelty to animals. The following acts shall be deemed to be examples of cruelty to animals and are not intended to be a complete list of acts which may constitute cruelty. Doctors of veterinary medicine, in the performance of their profession, are not subject to the provisions of this section.
  - (1) Overloading, overdriving, overworking, beating, torturing, tormenting, mutilating, or killing any animal or causing or knowingly allowing the same to be done.
  - (2) Cruelly working any old, maimed, injured, sick, or disabled animal or causing or knowingly allowing the same to be done.
  - (3) Failing to provide any animal in one's charge or custody, as owner or keeper, with proper food, drink, shelter, air, sanitation, or medical care.
  - (4) Abandoning any animal without making provisions for its care and feeding.
- (b) Animal control officers, or police officers, are authorized to remove the animal for placement in the Sangamon County Animal Control Center at the officer's sole discretion.
- (c) Any person convicted of a violation of this section shall be fined \$10,000 for the first offense; \$20,000 for the second offense; \$30,000 for the third offense; \$40,000 for the fourth offense; and \$50,000 for the fifth and each subsequent offense. If the person convicted of the violation is the owner, the \$10,000 shall be paid before the animal can be released. Subsequent violations of this section shall result in prohibition of ownership of an animal for a two-year period.

### **§ 91.22. Animal fighting.**

- (a) No person shall use or keep animals or be in any way connected with the management of any place kept or used for the purpose of fighting or baiting any dogs, cocks, or other animals or permit such place to be kept or used on premises owned or controlled by such persons.
- (b) Any person convicted of a violation of this section shall be fined \$10,000 for the first offense; \$20,000 for the second offense; \$30,000 for the third offense; \$40,000 for the fourth offense; and \$50,000 for the fifth and each subsequent offense. If the person convicted of the violation is the owner, violations of this section shall result in prohibition of ownership for a two-year period.

**ORDINANCE FACT SHEET**

ORD. REQUEST FORM NO: \_\_\_\_\_

DATE OF 1ST READING: 2/17/2026

OFFICE REQUESTING: OFFICE OF CORPORATION COUNSEL

CONTACT PERSON: GREG MOREDOCK

PHONE NUMBER: \_\_\_\_\_

EMERGENCY PASSAGE: No  Yes  If yes, explain justification.

TYPE OF ORDINANCE: \_\_\_\_\_ FISCAL IMPACT: \$ \_\_\_\_\_

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

**SUGGESTED TITLE:**

AN ORDINANCE AMENDING CHAPTER 91.21 CRUELTY TO ANIMALS AND CHAPTER 91.22 ANIMAL FIGHTING

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)**

- Low Bid                       Other: \_\_\_\_\_  
 Low Bid Meeting Specs       Exception: \_\_\_\_\_  
 Low Evaluated Bid          Code Provision: \_\_\_\_\_

Previous Ord #'s \_\_\_\_\_

Is Purchasing Agent approval required? No  Yes

Is Purchasing Agent approval attached? No  Yes

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

**REVENUE**

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

**EXPENDITURE**

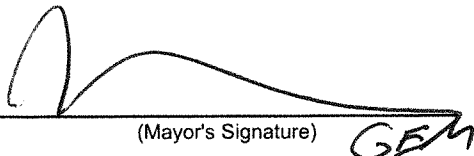
	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

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

**COMMENTS**

THIS AMENDMENT CREATES A MINIMUM FINE OF \$10,000.00 FOR THE FIRST OFFENSE OF ANY CITIZEN OR GROUP WHO IS FOUND LIABLE THROUGH THE CITY OF SPRINGFIELD'S ADMINISTRATIVE COURT PROCESS OF VIOLATING CHAPTER 91.21 CRUELTY TO ANIMALS OR CHAPTER 91.22 ANIMAL FIGHTING. EVERY OFFENSE AFTER THE FIRST OFFENSE WILL RESULT IN AN ADDITIONAL \$10,000.00 FINE.

SIGN OFF:

  
 (Mayor's Signature) *GEM*

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

2026-088

**A RESOLUTION FOR A DESIGNATION OF PORTIONS POPE AVENUE FROM BROWN/POPE AVENUE TO STUART/POPE AVENUE AS "WENDELL E. DAY SR. BLVD" FOR MIRACLE TEMPLE CHURCH OF GOD IN CHRIST (COGIC)**

**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**, Pastor Wendell E. Day Sr. served as the founding Pastor of Miracle Temple Church of God in Christ (Cogic) in Springfield, IL since November 4, 1984; and

**WHEREAS**, to commemorate his legacy and his work within the community, the church wishes to designate part of Pope Avenue from Brown/Pope Avenue to Stuart/Pope Avenue as "Wendell E. Day Sr. Blvd"; and

**WHEREAS**, the signs should be placed at the intersection of Brown/Pope Avenue and Stuart/Pope Avenue as "Wendell E. Day Sr. Blvd" for a period of one year; and

**WHEREAS**, the City wishes to honor Pastor Wendell E. Day Sr. legacy and his work within the community by designating part of Pope Avenue from Brown/Pope Avenue to Stuart/Pope Avenue as "Wendell E. Day Sr. Blvd.

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

**Section 1:** That the City shall place "Wendell E. Day Sr. Blvd" street signs at the intersection of Brown/Pope Street to Stuart/Pope Street for a period of one year for his legacy and work within the community.

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

**PASSED:** \_\_\_\_\_, 2026

**SIGNED:** \_\_\_\_\_, 2026

**RECORDED:** \_\_\_\_\_, 2026

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

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

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 2-10-26  
\_\_\_\_\_  
Office of Corporation Counsel/Date



Misty Buscher, Mayor  
Dave Fuchs, Director

Phone: (217) 789-2255  
Fax: (217) 789-2366

**OFFICE OF PUBLIC WORKS**  
ROOM 201, MUNICIPAL CENTER WEST  
CITY OF SPRINGFIELD, ILLINOIS 62701

**Honorary Street Name Application**

**PURPOSE OF THE PROGRAM:** The Honorary Street Name Sign Program allows citizens the opportunity to honor people that have made significant contributions to the Community. The program is administered by the Public Works Department. Street names will be displayed for a **one year period**. The sign will then be turned over to the respective party. Applications will be reviewed on a case by case basis and must be sponsored by a Council Member. The portion of a street so designated will be one block long. Public Works will review the initial application for technical sufficiency. A completed application, plus a fee must be submitted prior to approval. Once approved/sponsored, Public Works will request a resolution to be passed by City Council. Signs will only be installed after a resolution is passed and payment has been received.

**1. REQUIRED SUBMITTALS:**

Please submit the following items along with your request:

- A clearly written or typed request stating the designee and preferred location shall be received by the Council Member and recommended to the Director of Public Works. The statement should indicate **why** a particular section of street has been requested for the honorary designation.
- General location shall be limited to a single point or short segment with sign(s) posted at the point or near mid-block.

**Payment:**

- Payment shall be made to the Office of Public Works prior to fabrication and installation of sign(s). The fee for each sign assembly (2 signs per location) shall be **\$500**. If Signs are installed at a single location the total fee will be \$500. For signs installed at both ends of the street, the fee will be **\$1000**.

**2. DESCRIPTION:**

- The sign will be white lettering on brown background.
- Sign(s) will be installed by City crews and shall remain in place for a period of twelve (12) months.
- Upon removal by City crews, the applicant or the designee's family will be contacted to pick up the signs from the streets garage facility.
- Maintenance of the sign installation and/or replacement of the various materials shall be at the expense of the donator. Failure to cover the cost of the maintenance or replacement material(s) will cause the sign installation to be **removed** immediately.
- A typical installation will include two (2) or four (4) signs. Two signs placed at each intersection.

2026-089

**3. APPLICANT INFORMATION**

**\*Please print clearly**

Applicant's Name: Harvey Richards  
Organization/Company: Miracle Temple COGIC  
Street Address: 1201 S. Pope Street  
Telephone: (817) 720-1106 E-mail: 1handler.hr@gmail.com

**4. HONORARY NAME REQUEST**

**NAME OF HONOREE:**

Wendell E. Day Sr.

(As it would appear on the Street Name Sign. Signs are limited to 20 Characters including spaces and suffix. Smaller lettering size may be used as necessary to limit sign size as needed.)

**SUFFIX REQUESTED:**

BLVD

(Typical suffix's used are AVE, BLVD, CIR, CT, DR, HWY, LN, MNR, PKWY, RD, ST, TER, WAY)

**LOCATION(S) – ATTACH PICTURE IF POSSIBLE:**

Brown/Pope - Stuart/Pope

(Indicate intersection or intersections and for which road is proposed as the designated street. i.e., Requesting Springfield Ave to be the honorary street and sign to be placed at intersection of Springfield Ave and Main St)

Please check all that apply and include a brief explanation for each of the applicable criteria.

Cultural Impact to the City:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ **Historical Impact to the City:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ **Humanitarian Efforts:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ **Association with the City:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ **Geographical Relationship to Focus of Interest:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Is the individual**

- Living
- Deceased

**4. SIGNATURE OF APPLICANT:**

*My application consists of the following items necessary for a complete application. Please check:*

- Completed Application Form and acknowledgement of **applicable fee** to be paid after resolution has been passed through City Council (make checks payable to "City of Springfield")
- A **clearly written or typed** recommendation from the Council Member stating the designee and preferred location.

Signature of Applicant: Harry H. Rickwood Date: 10-28-25

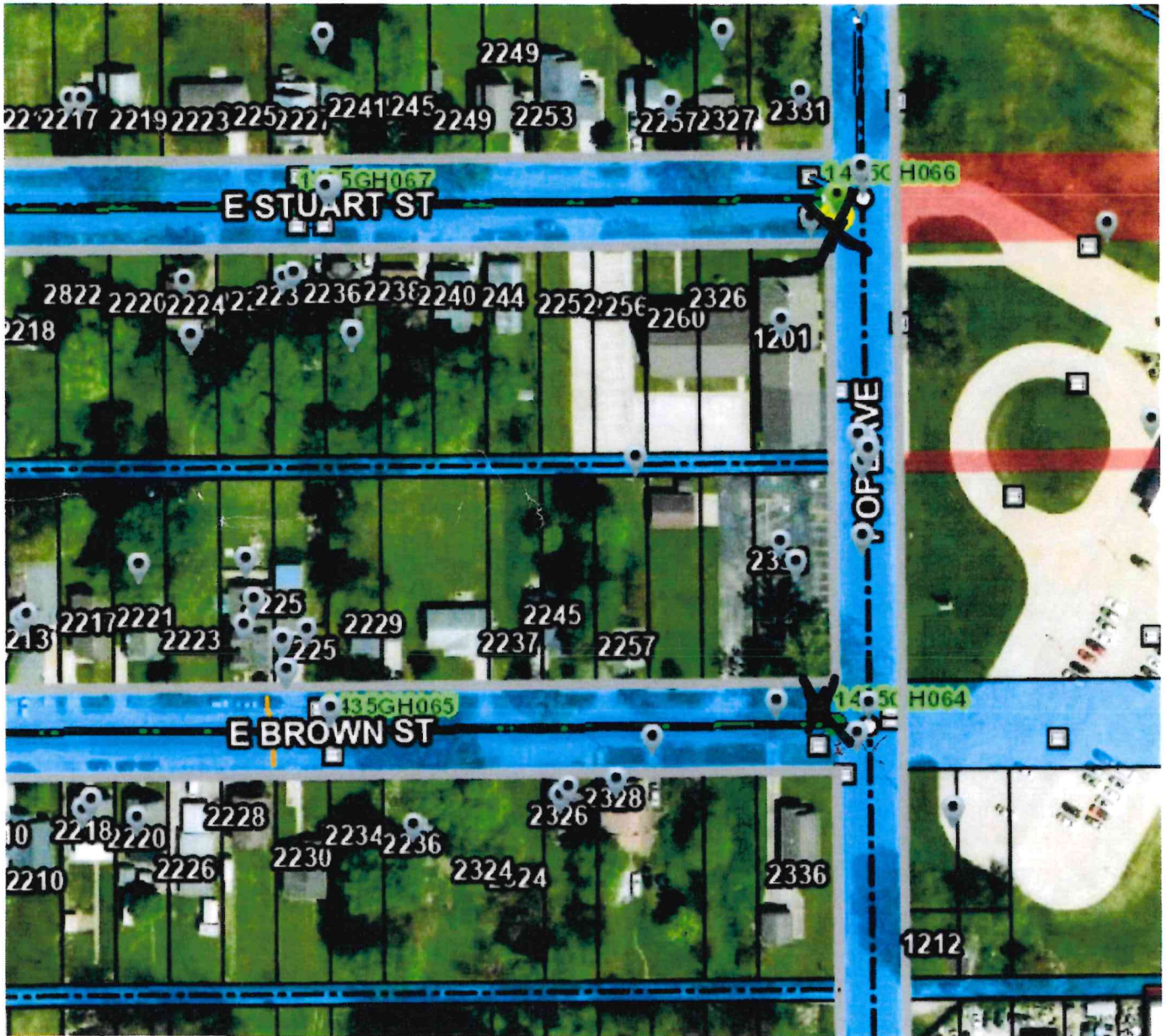
**Office use Only:**

Date Sign Installed: \_\_\_\_\_

Date sign removed: \_\_\_\_\_

**Copelin, Nicole**

**From:** Copelin, Nicole  
**Sent:** Monday, October 27, 2025 2:15 PM  
**To:** Copelin, Nicole  
**Subject:** Sent from Snipping Tool



**Pastor Wendell E. Day Sr.** was born on July 2, 1942, to the union of Robert E Day Sr. and Patria Coe Day Thomas, the eighth of eleven children, five of whom preceded him in death.

Wendell spent his formative years in Springfield, IL, in a household of 12 where God and faith were the bedrock of building morals and principles. He forged lifelong bonds with neighborhood friends, and cherished deep ties with his family, often sharing joyous moments of song and harmony with his brothers. After attending secondary school, Wendell proudly served in the U.S. Navy for four years. Upon his return to Springfield, Wendell met and married the love of his life, Diane Galbreath, and to this union, God gave him four children. Wendell continued his education by attending Lincoln Land College and Sangamon State University.

Due to his great love for his family, he would later become the patriarch of the Day family, helping to organize reunions, Christmas and birthday gatherings, spending countless but precious moments having coffee with great conversation with his loved ones. These personal connections, along with his love for fishing, track and field, and music, brought him an immeasurable amount of joy.

One Monday morning in November 1967, Wendell had a moving encounter with God while at work that led him directly to a prayer meeting at Prayer Wheel Church of God in Christ, led by Mother Margaret Morrison and other prayer warriors. These women of God prayed over him as he accepted Jesus Christ as his personal Lord and Savior, and the trajectory of his life was altered auspiciously.

Guided by the wisdom and tutelage of Pastor Farries H. Morrison Sr., Wendell honed his ministry skills - receiving his minister's license in 1974 and was later ordained as an Elder in 1982. He learned to rightly divide God's word with conviction and soundness preaching the Gospel with power and demonstration.

Wendell's career was marked by his positive impact on both individuals and organizations. At R.C. Cola, he excelled as a supervisor and recruiter, building a talented workforce. He then applied his skills to Southeast High School, improving student attendance through engagement strategies. His keen eye for detail led him to a fulfilling role as an auditor at General Motors Acceptance Corporation, where he contributed to the company's success until his retirement in 1994.

As God continued speaking to Wendell through prayer, counsel, and prophecy about the calling on his life, Wendell established his own church on November 4, 1984, after meeting with family members. In a dream, his brother, Louis Day, gave the church the name Miracle Temple Church of God in Christ, where Wendell served as the pastor until his peaceful passing.

In May 1988, the groundbreaking service was held at Pope and Stuart Street, and Miracle Temple Church of God in Christ became a reality. Wendell served as District Superintendent for 20 years of Illinois Central Ecclesiastical Jurisdiction and as one of the Administrative Assistants to the late Bishop Juan Morrison Sr. His dedication and impact on the community is a testament to his unwavering faith, leadership, and commitment.

Wendell's message and example of unconditional love permeated throughout the country. Wherever he went, a heart was touched, a friendship was formed, and a life was changed forever. Every room he entered was brightened that much more, many were won over by his humor and kindness. He leaves a legacy of love through family, friends, and the thousands of lives he touched during his time here on earth.

Pastor Wendell E. Day Sr. transitioned from mortality to immortality on Saturday, May 18, 2024. He was preceded in death by his father, Robert E. Day Sr., and his mother, Patria Coe Day-Thomas; siblings, Gloria Day Casey, Patrick Day, Dorothy Jones, Patricia Hughes, and Robert Day.

He is survived by his wife, Diane Day; sons Wendell Day Jr. (Amy), Bryan Day (Sikiasha), and Bradley Day; daughter Apryl Day; nine grandchildren; five great-grandchildren; four brothers, John Day, Louis Day, Harlan Day, and Fred Day; one sister, Norma Graham; and a host of family and friends.

Pastor Wendell Day Sr.'s teachings and fatherly guidance have shaped the lives of many, empowering them to embrace life's challenges with courage and grace. While he will be deeply missed, and his absence will leave a void for his family and friends, his spirit lives on in the hearts of his family, both naturally and spiritually. He will always be remembered as a remarkable man whose life was a testament to family, faith, and unwavering love.

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: \_\_\_\_\_  
DATE OF 1ST READING: 2/17/2026

OFFICE REQUESTING: OFFICE OF CORPORATION COUNCIL

CONTACT PERSON: GREG MOREDOCK  
PHONE NUMBER: 217-789-2375

EMERGENCY PASSAGE: No  Yes  If yes, explain justification.

TYPE OF ORDINANCE: RESOLUTION FISCAL IMPACT: \$

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

SUGGESTED TITLE:

A RESOLUTION FOR DESIGNATION OF PORTIONS POPE AVENUE FROM BROWN/POPE AVENUE TO STUART/POPE AVENUE AS "WENDELL E. DAY SR. BLVD" FOR MIRACLE TEMPLE CHURCH OF GOD IN CHRIST (COGIC)

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR / VENDOR NAME: \_\_\_\_\_ VENDOR NO: \_\_\_\_\_

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

CONTRACT AMOUNT: 

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

Method of Purchase (check one)

- Low Bid  Other: \_\_\_\_\_  
 Low Bid Meeting Specs  Exception: \_\_\_\_\_  
 Low Evaluated Bid Code Provision: \_\_\_\_\_

Previous Ord #'s \_\_\_\_\_

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

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

REVENUE


Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

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

COMMENTS

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

2026-089

**A RESOLUTION AFFIRMING THE CITY COUNCIL'S COMMITMENT TO INCLUSIVE GOVERNANCE THROUGH THE FORMAL RECOGNITION OF THE SPRINGFIELD ALDERMANIC BLACK CAUCUS**

**WHEREAS**, the City Council of the City of Springfield recognizes that effective municipal governance is strengthened when diverse communities are meaningfully represented in policymaking processes; and

**WHEREAS**, the Springfield Aldermanic Black Caucus has long served as a collaborative forum for addressing issues impacting Black residents and minority communities; and

**WHEREAS**, formal recognition of aldermanic caucuses fosters transparency, accountability, and constructive engagement between elected officials, City departments, and the public; and

**WHEREAS**, providing a pathway for the recognition of additional aldermanic caucuses representing ethnic, minority, and women's groups promotes equity and inclusion while respecting the authority of the full City Council;

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

**Section 1:** The City Council hereby recognizes and affirms its support for the Springfield Aldermanic Black Caucus as a coalition of elected officials.

**Section 2:** That the Springfield Aldermanic Black Caucus shall operate as an independent coalition and shall not be deemed a subsidiary body of the Springfield City Council.

**Section 3:** Nothing in this resolution or the accompanying ordinance shall be interpreted to diminish the authority of the full City Council or any individual alderperson.

**Section 4:** The City Council encourages continued collaboration among alderpersons, City departments, and residents to advance equitable and inclusive governance.

**Section 5:** That this resolution shall become effective immediately upon passage and recording by the City Clerk.

**PASSED:** \_\_\_\_\_, 2026

**SIGNED:** \_\_\_\_\_, 2026

**RECORDED:** \_\_\_\_\_, 2026

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

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

Approved as to legal sufficiency:

**Requested by: Alderman Shawn Gregory**

  
\_\_\_\_\_  
**Office of Corporation Counsel**

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: \_\_\_\_\_

DATE OF 1ST READING: 2/17/2026

OFFICE REQUESTING: OFFICE OF COUNCIL COORDINATOR

CONTACT PERSON: ALDERMAN SHAWN GREGORY

PHONE NUMBER: 217-789-2000

EMERGENCY PASSAGE: No  Yes  If yes, explain justification.

\_\_\_\_\_

TYPE OF ORDINANCE: RESOLUTION

FISCAL IMPACT: \$

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

SUGGESTED TITLE:

A RESOLUTION AFFIRMING THE CITY COUNCIL'S COMMITMENT TO INCLUSIVE GOVERNANCE THROUGH THE FORMAL RECOGNITION OF THE SPRINGFIELD ALDERMANIC BLACK CAUCUS

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR / VENDOR NAME: \_\_\_\_\_

VENDOR NO: \_\_\_\_\_

CONTRACT TERM: \_\_\_\_\_

Change in Scope

Yes  No

CONTRACT AMOUNT: \_\_\_\_\_

(Original amount if change order)

Change Order # \_\_\_\_\_

Additional Amount \_\_\_\_\_

Method of Purchase (check one)

Low Bid

Other: \_\_\_\_\_

Low Bid Meeting Specs

Exception: \_\_\_\_\_

Low Evaluated Bid

Code Provision: \_\_\_\_\_

Previous Ord #'s \_\_\_\_\_

Is Purchasing Agent approval required? No  Yes

Is Purchasing Agent approval attached? No  Yes

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: \_\_\_\_\_

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

DIRECTOR / SUPERVISOR SIGNATURE \_\_\_\_\_

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

CITY PURCHASING AGENT: \_\_\_\_\_

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

COMMENTS

SIGN OFF: \_\_\_\_\_

(Mayor's Signature)

(Director of OBM)

2026-090

**AN ORDINANCE AUTHORIZING SUBRECIPIENT AGREEMENT NO. 102601-2 WITH WASHINGTON STREET MISSION AND PAYMENT IN THE AMOUNT OF \$300,000.00. FROM JULY 1, 2025, THROUGH JUNE 30, 2026, PURSUANT TO ICJIA GRANT NO. 102601 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**, pursuant to ordinance 497-12-25 the City of Springfield, Springfield Police Department, accepted and authorized a supplemental appropriation of Illinois Criminal Justice Information Authority (ICJIA) Grant No. 102601 in the amount of \$2,902,213.00 for the Co-Responder Program from July 1, 2025, through June 30, 2026; and

**WHEREAS**, it is necessary to authorize Subrecipient Agreement 102601-2 with Washington Street Mission for use of ICJIA Grant No. 102601-2 funds in the amount of \$300,000.00; and

**WHEREAS**, a copy of Subrecipient Agreement 102601-2 with Washington Street Mission 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 Subrecipient Agreement 102601-2 with Washington Street Mission and authorizes payment of \$300,000.00 pursuant to funds received from Illinois Criminal Justice Information Authority (ICJIA) Grant 102601 for Co-Responder Program from July 1, 2025, through June 30, 2026. The Mayor and City Clerk are authorized to execute the 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 Washington Street Mission from account number 001-112-POLC-CORE-2110 pursuant to the terms and conditions of Subrecipient Agreement 102301-2.

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

**PASSED:** \_\_\_\_\_, 2026

**SIGNED:** \_\_\_\_\_, 2026


**RECORDED:** \_\_\_\_\_, 2026

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

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

**Approved as to legal sufficiency:**

**Requested by: Mayor Misty Buscher**

 **2-9-26**  
**Office of Corporation Counsel/Date**



**GRANT AGREEMENT  
BETWEEN  
City of Springfield  
AND  
Washington Street Mission**

The parties to this Grant Agreement (Agreement) are City of Springfield acting through the undersigned agency (Grantor) and Washington Street Mission (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**

2026-091

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

City of Springfield

Washington Street Mission

By: \_\_\_\_\_  
Misty Buscher, Mayor, City of Springfield  
Date: \_\_\_\_\_

By: J. Brown  
Jarid Brown, Executive Director, Washington Street Mission  
Date: 01/27/26

By: \_\_\_\_\_  
Ramona Metzger, Director,  
Office of Budget and Management, City of Springfield  
Date: \_\_\_\_\_

By: David Ficke  
David Ficke, Treasurer, Washington Street Mission  
Date: 01/27/26

By: Joseph Behl  
Joseph Behl, Chief of Police, City of Springfield  
Date: 2/2/26

2026-091

**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 7/1/2025 and expires on 6/30/2026 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed \$300,000, of which \$ \_\_\_\_\_ are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

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

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. If applicable, the Federal Award Identification Number (FAIN) is \_\_\_\_\_, the federal awarding agency is \_\_\_\_\_, and the Federal Award date is \_\_\_\_\_. If applicable, the Assistance Listing Program Title is \_\_\_\_\_ and Assistance Listing Number is \_\_\_\_\_. The Catalog of State Financial Assistance (CSFA) Number is \_\_\_\_\_ and the CSFA Name is \_\_\_\_\_. If applicable, the State Award Identification Number (SAIN) is \_\_\_\_\_.

ARTICLE III  
GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and KLYCQGCDEKU9 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: 37-0682988 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person.

Grantee is doing business as a (check one):

- Individual
- Sole Proprietorship
- Partnership
- Corporation (includes Not For Profit)
- Medical Corporation
- Governmental Unit
- Estate or Trust
- Pharmacy-Non-Corporate
- Pharmacy/Funeral Home/Cemetery Corp.
- Tax Exempt
- Limited Liability Company (select applicable tax classification)
  - P = partnership
  - C = corporation

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

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

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

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

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

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

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

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

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or

otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

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

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

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

(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

I. Program Summary

The Washington Street Mission (The Mission) has been a Springfield landmark for over a century. The mission provides basic needs services to Springfield residents including day shelter, showers, laundry, meals, clothing and hygiene products. In addition, the Mission offers a wide-range of outcomes based transformational programming including access to housing, substance use disorder treatment and recovery services, resource navigation and case management, counseling and workforce training programs. The Mission services an average of 174 individuals daily and is the only location in Springfield offering comprehensive day services for our homeless population. The homeless population in Springfield includes many individuals suffering from mental illness, substance abuse, and often these individuals have been victimized due to their illness, addiction or need for shelter. This population also includes individuals who maybe justice involved, have veteran status, and/or be housed but at risk of homelessness.

Washington Street will utilize grant funding to provide a) office space for co-response partners to meet with individuals where they are, and with the privacy they deserve, b) comprehensive case management, including resource navigation to referrals, and c) Substance Use and Mental Health treatment and recovery support services.

Participants may be referred by Springfield Police Department personnel, co-responder partner agencies, WSM staff referral, or other law enforcement/justice related agencies. Grant funding will also be used to provide direct services beyond case management to Co-Responder participants in the form of housing, emergency food, emergency financial assistance, structured life skills classes, job skills classes, anger management, on-site counseling, and the Supportive Employment Program.

Washington Street Mission will also provide private and secure on-site office space in its Health and Wellness Center to Co-Responder partners by providing on-site mental health services, substance abuse treatment and recovery services, and counseling. This will include on-site office hours for community deflection specialists, social workers and Springfield Police Department personnel as needed.

By providing a safe space for individuals experiencing financial instability, homelessness, mental illness, or addiction, during daytime hours it will help ensure their safety and access to treatment or assistance in helping them become stable. Having direct services accessible and available on-site removes a primary barrier for referrals. Rather than relying upon the client to follow up with referrals, those services will now be accessible in real time, in a low-barrier setting offering comprehensive supports.

On site services will include scheduled office hours for Co-responder specialists, mental and behavioral health services, licensed substance abuse disorder treatment and recovery specialists, housing specialists, limited volunteer medical services, and employment and work skills training agencies. The availability of on-site referral, coupled with expanded Mission programming will allow for improved homeless and addiction response and intervention communitywide.

Case Management and project referrals are accepted on a continuous basis. Personnel expenses include 12 months of project staffing expenses for staff engaged in grant activity including a mid-fiscal year cost of living adjustment. Personnel expenses include direct grant related, committed time from non-case management positions. There are no new additional positions added by FY2026 grant funding. In addition, personnel expenses include the costs to support two Supportive Employment Program positions as outlined below.

The grant will fund a full time Case Management Worker to coordinate care and services for Co-Response and other justice-involved referrals. This includes coordinating schedules with grant partners and non-grant partners for use of the Health and Wellness Center facilities and scheduling of appointments with referrals under the grant. This includes assuring that adequate partner staff are available during normal operating hours, executing MOUs and linkage agreements to assure that appropriate mental health, substance abuse and housing service partners are available for referrals. The case management worker will be responsible for coordinating care among homeless services utilizing the local Homeless Management Information System (HMIS), and coordination of care with mental health, treatment, recovery, job training and related human services. This includes any scheduling needs of service providers for on-site services. Case management personnel will be responsible for recording and tracking grant performance measures and data collection needs under the grant and Co-Response and SEED Collaboration. The case management worker is employed on a 40-hour per week schedule with up to 100% of time dedicated to the grant-related activities. The position is necessary to coordinate long term services of referrals and to coordinate the multiple service providers who will be providing mental health, behavioral health, medical, addiction recovery, housing and other services necessary to meet the needs of referred clients.

The grant will fund a full-time Recovery Support Specialist position. The position is filled by an individual in the process of obtaining a Certified Recovery Support Specialist (CRSS) from the Illinois Certification Board or the international Certified Peer Recovery Specialist (CPRS) credential. A CRSS is a credential issued by the Illinois Certification Board, as part of Illinois' Model for Mental Health developed by IDHS, for individuals with lived experience, who provide professional peer support services for persons in recovery from mental illness or co-occurring mental illness and substance use disorders. The professional is trained to incorporate his/her unique personal recovery experiences in mental health and substance abuse services to support the recoveries of others. The CRSS position will support co-responder referrals with comprehensive case management and resource navigation. In addition, this position will assist with community engagement and outreach, in coordination with the Director, to strengthen the Co-Responder and SEED referral network, educate the public, and identify potential referrals.

The Mission serves 150-200 people each day and operates requiring most staff to carry a client caseload or assist in the case management. The Director (10%) and Director of Operations (25%) commit a minimum of percentage of their time to direct case consultation, resource navigation, partner relations, and program services associated with Co-Response and SEED activities and in-house wellness services. This includes direct case management of participants enrolled in the Supportive Employment Program.

The Life Skills and Anger Management Educator is responsible for coordinating and conducting the Mission's 12-week Life Skills program and Anger Management classes. The position also provides one-on-one counseling each afternoon and assists with case management. The position will commit a minimum of 40% of

its time to Co-Response and SEED referrals, and associated programs.

The Hospitality Associate provides client intake and assistance to Mission clients accessing basic needs services. The Hospitality Associate commits 25% of their time to intake activities associated with incoming Co-responder referrals and self-referrals. Intake procedures include initial client needs assessment and appropriate referral to case management and support.

The grant will fund a full-time Security and Outreach position. The Mission serves 150 - 200 individuals per day. Almost 70 percent of those served suffer from mental illness, substance abuse disorders, or a combination of both. Likewise, nearly all those served, if not all of those served, have suffered significant trauma living on the streets with many having been both a victim and perpetrator of crime. This combination of mental illness, addiction, and instability can create a volatile environment. The security position, with proper Critical Intervention and De-Escalation Training, is essential to maintain the safety of the operation, staff, community partners, and individuals receiving services. This position would be on-site, up to 30 hours per week, at times in which police department personnel are not present; and will commit up to 10 hours per week for street outreach activities.

Grant funds will also be used to fund two Supportive Employment Program Participant positions providing work skills and employment training for 8 individual participants. Under Illinois' Model for Mental Health, employment plays a crucial role in the overall mental health and well-being of individuals. Employment is considered a key component of recovery and community integration for people experiencing homelessness, people with mental health conditions, or individuals with a substance abuse disorder. Because many individuals experiencing homelessness have experienced past trauma and a loss of learned life skills, obtaining employment can serve as a major barrier to recovery. The Supportive Employment Program is designed to help individuals with mental health or related issues find and maintain employment. The program provides personalized support including job coaching, skills training and assistance with job searches. Program participants are referred to the program by their case manager and are required to maintain professional counseling and attend life skills and job skills training classes. Program participants are assigned a volunteer job coach who acts as a mentor and advocate for the participant. Participants entering the program are hired on a temporary, part time basis at Washington Street Mission. Each participant's job duties are tailored by their supervisor, case worker and job coach to their abilities. During this period program participants learn important soft and hard job skills in a supportive environment while moving towards gaining long term employment. Participant's job coaches also help participants find and obtain permanent employment so that there is no lapse in employment at the end of the 3-month period. Job coaches then continue to serve in a supportive capacity until such time that the participant has gained stability. Grant funds would support two additional employment positions for program participants. Additional employment positions would be specifically for SEED referrals including self-referrals. Grant funds for these positions would support the supportive employment of 8 individual participants over a 12-month period.

EXHIBIT B

DELIVERABLES OR MILESTONES

Task	Staff Position Responsible	Due Date
Office Space Availability to partners	Director	July 31, 2025
Connecting 20 Referrals to Comprehensive Case Management (New Clients)	Case Managers	December 31, 2025
Connecting 20 Referrals not requiring case management to outside referrals	Case Managers	December 31, 2025
Connecting 10 Referrals to SUD Treatment and Comprehensive Recovery Supports	Recovery Support Specialist	December 31, 2025
Connect 75 Referrals to Life Skills, Job Skills, and/or Anger Management Classes	Life Skills and Educator	March 31, 2026
Connecting 40 Total Referrals to Comprehensive Case Management (New Clients)	Case Managers	June 30, 2026
Connecting 40 Total Referrals not requiring case management to outside referrals	Case Managers	June 30, 2026
Connecting 10 Referrals to SUD Treatment and Comprehensive Recovery Supports	Recovery Support Specialist	June 30, 2026
Conduct 4 Community Trainings on Substance Use Disorder Treatment and Recovery Supports	Recovery Support Specialist	June 30, 2026
Complete four cycles of the 12-week Life Skills Program	Life Skills and Educator	June 30, 2026
Assist 8 individuals with long-term employment opportunity and support through the Supported Employment Program.	Case Managers, Director, Dir of Operations	June 30, 2026
Complete and send financial reports and receipts to Financial Manager	Director	Monthly
Complete and send performance reports to	Director	Quarterly

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Grant Manager		
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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: Andrew Dodd

Title: Deputy Chief of Police

Address: 300 S. 7<sup>th</sup> Street Springfield, IL 62701

**GRANTEE CONTACT**

Name: Jarid Brown

Title: Director

Address: 408 N 4<sup>th</sup> St, Springfield, IL 62702

**GRANTEE PAYMENT ADDRESS**

(If different than the address above)

Address: \_\_\_\_\_  
\_\_\_\_\_

**FOR GRANT ADMINISTRATION**

**GRANTOR CONTACT**

Name: Bianca Clark

Title: Grant Coordinator

Address: 300 S. 7<sup>th</sup> Street Springfield, IL 62701

Phone: 815-690-4885

**GRANTEE CONTACT**

Name: Jarid Brown

Title: Director

Address: 408 N 4<sup>th</sup> St, Springfield, IL 62702

Phone: 217-544-9011

2026-091

TTY#: \_\_\_\_\_

TTY #: \_\_\_\_\_

E-mail Address: Bianca.Clark@springfield.il.us

E-mail Address: jarid.brown@washingtonstreetmission.org

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

<b>WSM Overall Goal: Impact homeless individuals and those at-risk of homelessness by resources and services necessary to ensure the population receives adequate help needed.</b>	
<b>Performance Measures</b>	<b>Performance Standards/Frequency</b>
<ul style="list-style-type: none"> <li>• <b>City Measure:</b> Increase the number of participants involved in the Co-Responder Program <b>WSM Measure:</b> Increase the number of participants involved in the Co-Responder program</li> </ul>	80 new participants served from July 1, 2025-June 30, 2026
<ul style="list-style-type: none"> <li>• <b>City Measure:</b> Connecting the homeless community members with case management services <b>WSM Measure:</b> Connecting co-responder referrals with case management services</li> </ul>	40 successful linkages to services or resources
<ul style="list-style-type: none"> <li>• <b>City Measure:</b> Increase the number of participants who are successful in accessing safe and adequate housing <b>WSM Measure:</b> Increase the number of participants who are successful in accessing comprehensive mental health and SUD treatment and recovery supports</li> </ul>	40 clients that successful in accessing housing remain permanently housed
<ul style="list-style-type: none"> <li>• <b>City Measure:</b> Increase the number of participants who participate in life skills programs and services to prevent homelessness <b>WSM Measure:</b> Increase the number of participants who are participating in comprehensive employment programs.</li> </ul>	8 clients that successful participate in WSM's Supported Employment Program
<ul style="list-style-type: none"> <li>• <b>City Measure:</b> Increase the number of participants who participate in life skills programs and services to prevent homelessness</li> </ul>	75 clients linked to life skills programs and resources

<b>WSM Measure:</b> Increase the number of participants who participate in life skills programs and services to prevent homelessness	
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**EXHIBIT E**

**SPECIFIC CONDITIONS**

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

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**PART TWO –GRANTOR-SPECIFIC TERMS**

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

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.

0006-001

- 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:

City of Springfield  
300 S 7<sup>th</sup> Street  
Springfield, IL 62701  
Bianca.Clark@springfield.il.us

And ICJIA 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:

City of Springfield  
300 S 7<sup>th</sup> Street  
Springfield, IL 62701  
[Bianca.Clark@springfield.il.us](mailto:Bianca.Clark@springfield.il.us)

And ICJIA 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 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.

2026-001



**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.

**The remainder of this page is intentionally left blank.**

STATE OF ILLINOIS		UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)		AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: Washington Street Mission		UEI#: KLYCQGCDEKU9		NOFO ID: Grant #: 102601-2	
CFSA Number: 546-00-2981		CSFA Short Description: Co Responder		State Fiscal Year(s): 2026 Project Period: 07/01/2025 - 06/30/2026	
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.					
SECTION A -- FEDERAL/STATE OF ILLINOIS FUNDS					
Revenues		Year 1			
(a). State of Illinois Grant Amount Requested		\$	300,000		
BUDGET SUMMARY - FEDERAL/STATE OF ILLINOIS FUNDS					
Budget Expenditure Categories <i>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</i>		Year 1			
Personnel (Salaries & Wages) (200.430)		\$	184,824		
Fringe Benefits (200.431)		\$	76,427		
Travel (200.474)		\$	1,227		
Equipment (200.439)		\$	-		
Supplies (200.94)		\$	19,608		
Contractual Services (200.318) & Subawards (200.92)		\$	3,080		
Rent and Utilities (200.465) 200.459		\$	9,566		
Telecommunications		\$	1,888		
Training and Education (200.472) 200.465		\$	3,380		
		\$	-		
		\$	-		
		\$	-		
		\$	-		
		\$	-		
		\$	-		
		\$	-		
16. Total Direct Costs (lines 1-15) (200.413)		\$	300,000		
17 Indirect Costs* (see below) (200.414)					
Rate _____ % Base \$ _____		\$	-		
18. Total Costs State Grant Funds (lines 16 and 17)		\$	300,000		

Section A - ICJIA Funds

2006-001

**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 15% 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:
--

Section A - Indirect Cost Info

2026-087

STATE OF ILLINOIS		UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)		AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: Washington Street Mission		UEI#: KLYCQGCKDEKU9		NOFO ID:	Grant #: 102601-2
CFSA Number: 546-00-2981		CSFA Short Description: Co Responder		State Fiscal Year(s): 2026	Project Period: 07/01/2025 - 06/30/2026
<p><i>If you are required to provide or volunteer to provide cost-sharing, matching funds, other funding or contributions to the project, these should be shown for each applicable budget category. 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.</i></p>					
SECTION B -- MATCH FUNDS					
Program Revenues		Year 1			
Grantee Match Requirement: <u>    </u> % (ICJIA to populate only if match is required)					
(b). -Cash	\$	-			
(c). -Non-cash	\$	-			
(d). Other Funding & Contributions	\$	-			
<b>NON-STATE Funds Total</b>		\$	-		
BUDGET SUMMARY MATCH FUNDS					
Budget Expenditure Categories <i>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</i>		Year 1			
Personnel (Salaries & Wages) 200.430	\$	-			
Fringe Benefits 200.431	\$	-			
Travel 200.474	\$	-			
Equipment 200.439	\$	-			
Supplies 200.94	\$	-			
Contractual Services (200.318) & Subawards (200.92)	\$	-			
9. Occupancy (Rent & Utilities)	\$	-			
11. Telecommunications	\$	-			
12. Training & Education	\$	-			
16. Total Direct Costs (lines 1-15) 200.413	\$	-			
17. Indirect Costs* (see below) 200.414					
Rate <u>        </u> % Base <u>        </u>	\$	-			
18. Total Costs NON-ICJIA (Match) Funds (lines 16 and 17)	\$	-			

Section B - Match Funds

2026-091

STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: Washington Street Mission	CEID: KLYCQCDEKU9	NOFO ID:	Grant #: 102601-2
CFSA Number: 546-00-2981	CFSA Short Description: Co Responder	State Fiscal Year(s): 2026	Project Period: 07/01/2025 - 06/30/2026

Note: Please see ICJIA Specific Instructions tab for additional information about filling out this sheet.

12 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

Washington Street Mission

Name of Applicant Institution Organization

*David Ficke*  
Signature

David Ficke

Name of Official

Treasurer

Title

Chief Financial Officer (or equivalent)

*01/22/26*  
Date of Signature

Washington Street Mission

Name of Applicant Institution Organization

*Jared A Brown*  
Signature

Jared A Brown

Name of Official

Executive Director

Title

Executive Director (or equivalent)

*01/22/26*  
Date of Signature

City of Springfield

Institution Organization

*Misty Buscher*  
Signature

Misty Buscher

Name of Official

Mayor

Title

Executive Director (or equivalent)

*01/22/26*  
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.

Applicant Certification

2026-092

**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) UEI:</b>	KLYCQGCDEKU9				
<b>Grantee (or Subgrantee) Name:</b>	Washington Street Mission				
<b>Grantee (or Subgrantee) DBA:</b>					
<b>Grantee (or Subgrantee) Address:</b>	408 N 4th St				
<b>City:</b> Springfield	<b>State:</b> IL	<b>Zip+4:</b> 62702	<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> 62702	<b>Congressional District:</b> 13		
<b>Grant #:</b> 102601-2	<b>Award Amount:</b> \$	300,000	<b>Project Period:</b> 07/01/2025 - 06/30/2026		
<b>State of Illinois Awarding Agency:</b> Illinois Criminal Justice Information Authority					
<b>CSFA Short Description:</b> Co Responder					
<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:

FFATA Form

2026-091

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

*FFATA Form*

8086-091

Granting Agency Name: Washington Street Mission

Grant #: 102601-2

**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, the percentage of time to be devoted to the project, and the 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, about 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 the ICJIA Specific Instructions tab for additional information for completing this section.

Name	Position	Salary or Wage	Computation		Quantity (based on Yr/Mo/Hr)	Federal/State Amount	Match	Total Cost
			Basis (Yr./Mo./Hr.)	% of Time				
TBD	Case Management Worker	\$ 2,976	Monthly	100.00%	12.00	\$ 35,712	\$ -	\$ 35,712
Jarid Brown - FT	Executive Director	\$ 5,725	Monthly	10.00%	12.00	\$ 6,870	\$ -	\$ 6,870
Eldon Davis - FT	Director Of Operations	\$ 5,796	Monthly	25.00%	12.00	\$ 17,388	\$ -	\$ 17,388
Steven Ohl - FT	Life Skills and Anger Management Educator	\$ 3,005	Monthly	40.00%	12.00	\$ 14,424	\$ -	\$ 14,424
Ken Boggs - PT	Hospitality Associate (28hrs/wk)	\$ 2,047	Monthly	25.00%	12.00	\$ 6,141	\$ -	\$ 6,141
TBD	Certified Recovery Support Specialist (New Position)	\$ 3,433	Monthly	100.00%	12.00	\$ 41,196	\$ -	\$ 41,196
TBD	Security & Outreach Specialist	\$ 2,658	Monthly	100.00%	12.00	\$ 31,893	\$ -	\$ 31,893
TBD	Supportive Employment Program Participant (Paid Trainee 20 Hrs/Week)	\$ 1,300	Monthly	100.00%	12.00	\$ 15,600	\$ -	\$ 15,600
TBD	Supportive Employment Program Participant (Paid Trainee 20 Hrs/Week)	\$ 1,300	Monthly	100.00%	12.00	\$ 15,600	\$ -	\$ 15,600
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -

Personnel

2026-091

Granting Agency Name: Washington Street Mission

Grant #: 102601-2

						\$	-	\$	-	\$	-
						\$	-	\$	-	\$	-
						<b>Total</b>	<b>\$ 184,824.00</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>184,824.00</b>

Personnel

3023-001

Granting Agency Name: Washington Street Mission

Grant #: 102601-2

**Personnel Narrative:**

Grant funding will be utilized to provide comprehensive case management, resource navigation and program services to individuals in accordance with implementing agency outcomes. Grant activities, including services and resources provided to Co-Responder participants will be tracked separately for reporting and budget purposes.

Washington Street Mission (WSM) will utilize grant funding to provide comprehensive case management, including resource navigation to referrals. Participants may be referred by Springfield Police Department personnel, partner agencies, or WSM staff referral. Grant funding will also be used to provide direct services beyond case management to Co-Responder participants in the form of emergency financial assistance, structured life skills classes, job skills classes, and the Supportive Employment Program. Washington Street Mission will also provide private and secure on-site office space in its Health and Wellness Center to Law Enforcement and Co-Responder partner agencies providing on-site mental health services, substance abuse treatment and recovery services, and counseling. This will include on-site office hours for community deflection specialists, social workers and Springfield Police Department personnel as needed.

Personnel expenses include 12 months of project staffing expenses for staff engaged in grant activity including a mid-fiscal year cost of living adjustment. Personnel expenses include direct grant related, committed time from non-case management positions. There are no new positions funded by the grant. Personnel expenses include the costs to support two Supportive Employment Program positions as outlined below.

Grant expenses are calculated to include a 3% cost of living adjustment on January 1, 2025 for currently filled positions. All positions will be eligible for a salary adjustment.

The grant will fund a full time, 40-hour per week, Case Management Worker to coordinate care and services for Co-Response referrals. This includes coordinating schedules with grant partners and non-grant partners for use of the Health and Wellness Center facilities and scheduling of appointments with referrals under the grant. This includes assuring that adequate partner staff are available during normal operating hours, executing MOUs and linkage agreements to assure that appropriate mental health, substance abuse and housing service partners are available for referrals. The case management worker will be responsible for coordinating care among homeless services utilizing the local Homeless Management Information System (HMIS), and coordination of care with mental health, treatment, recovery, job training and related human services. This includes any scheduling needs of service providers for on-site services. Case management personnel will be responsible for recording and tracking grant performance measures and data collection needs under the grant and Co-Response Collaboration. The case management worker is employed on a 40-hour per week schedule with up to 100% of time dedicated to the grant-related activities. The position is necessary to coordinate long term services of referrals and to coordinate the multiple service providers who will be providing mental health, behavioral health, medical, addiction recovery, housing and other services necessary to meet the needs of referred clients.

The grant will fund a full-time, 40-hour per week, Recovery Support Specialist position. The Recovery Support Specialist must have or be in the process of obtaining a Certified Recovery Support Specialist (CRSS) from the Illinois Certification Board or the International Certified Peer Recovery Specialist (CPRS) credential. A CRSS is a credential issued by the Illinois Certification Board, as part of Illinois' Model for Mental Health developed by IDHS, for individuals with lived experience, who provide professional peer support services for persons in recovery from mental illness or co-occurring mental illness and substance use disorders. The professional is trained to incorporate his/her unique personal recovery experiences in mental health and substance abuse services to support the recoveries of others. The CRSS position will support Co-Responder referrals and self-referrals with comprehensive case management and resource navigation. In addition, this position will assist with community engagement and outreach, in coordination with the Executive Director and other outreach staff, to strengthen the Co-Responder referral network, educate the public, law enforcement and service providers, and identify potential referrals.

The Mission serves 150-200 people each day and operates requiring most staff to carry a client caseload or assist in the case management. The Executive Director (10%) and Director of Operations (25%) commit a minimum of percentage of their time to direct case consultation, resource navigation, partner relations, and program services associated with Co-Response activities and wellness services. This includes direct case management of Co-Response participants enrolled in the Supportive Employment Program.

*Personnel*

2023-002



**Implementing Agency Name: Washington Street Mission**

**Grant #: 102601-2**

Fringe benefits are calculated on the percentage of salary attributable to grant-related activities.

Grant funds would offset the employer share of FICA and Illinois Unemployment Insurance Costs.

Health Insurance Premiums are inclusive of major medical coverage provided through Blue Cross Blue Shield of Illinois. Grant Funds used to offset the cost of health insurance are based on the actual costs for current employees, prorated based upon the percentage of time attributable to grant activities. Washington Street Mission pays 100% of all premiums for all full-time employees. Premiums calculations include a confirmed 27% increase effective January 1, 2026. Part-time employees are ineligible for employer-paid health insurance benefits. Health insurance premiums under the group plan are calculated based upon each participant's age and for grant purposes are calculated as follows:

Case Management Worker - Total Cost: \$11,134 x % of Time: 100%	= \$7,080
Executive Director - Total Cost: \$11,480 x % of Time: 10%	= \$1,148
Director of Operations - Total Cost: \$16,476 x % of Time: 25%	= \$4,119
LS and AM Educator - Total Cost: \$17,985 x % of Time: 40%	= \$7,194
Recovery Support Spec. - Total Cost: \$7,872 x % of Time: 100%	= \$7,872
Security and Outreach Spec. - Total Cost: \$11,134 x % of Time: 100%	= \$11,134

Workers Compensation Insurance is provided by Midwest Insurance Associates. Workers compensation rates based upon total salary pool assessed at an effective rate of \$5.702 per \$100 of salary for July 1, 2025 - June 30, 2025

Other expenses include the Employer Sponsored SEP IRA Contribution calculated at 4% of the attributable salary. Under SEP IRA and plan guidelines all WSM employees, regardless of classification, are eligible for employer contributions from the start of employment. Supportive Employment Program participants are eligible for participation in the SEP IRA.

*Fringe Benefits*

2025-092



Implementing Agency Name: Washington Street Mission

Grant #: 102601-2

Mileage for the Recovery Support Specialist, Case Worker, Security & Outreach Specialist, Executive Director, Director of Operations, Life Skills and AM Educator, and Hospitality Associate will be reimbursed for grant-related travel which includes travel to trainings, conferences, community engagement activities, or other activities necessary to the delivery of services to a program participant. An example of other activities may be an off-site meeting with a participant, meetings with a participant's other service providers, or other activities necessary to the effective delivery of services.

Mental Health recovery requires a long term engagement plan with participants that will include travel to participant meetings in their home, workplace or other off-site location due to scheduling, lack of participant transportation, other barrier.

Grant-related activities will be tracked separately from non-grant related travel. Travel must be approved in advance, employees will be responsible for documenting travel including purpose of travel.

For budget calculation purposes, the covered positions are the equivalent of 3.9375 FTEs as below:

Case Management Worker - FTE: 1.00 Grant-Specific FTE: 1.00

Executive Director - FTE: 1.00 Grant-Specific FTE: 0.10

Director of Operations - FTE: 1.00 Grant-Specific FTE: 0.25

LS and AM Educator - FTE: 1.00 Grant-Specific FTE: 0.40

Hospitality Assoc. - FTE: 0.75 Grant-Specific FTE: 0.1875

Recovery Support Spec. - FTE: 1.00 Grant-Specific FTE: 1.00

Security & Outreach - FTE: 1.00 Grant-Specific FTE: 1.00

Grant-Specific FTE Total: 3.9375 FTE

For budget purposes, the 2025 IRS Mileage Reimbursement Rate is utilized. Mileage rates are likely to change January 1, 2026. WSM will use matching funds from unrestricted private donations to offset increased Mileage expenses due to a rate change.

Visits with other service providers are necessary to achieving grant objectives in order to coordinate services between agencies, participate in case management meetings and secure services for participants.

Travel to local trainings hosted at other community agencies/locations is necessary to the the professional development of Mission staff.

Travel to community engagements is necessary to raise awareness of available services, identification of potential participants and development of community partnerships.

Travel

2025-001





**Implementing Agency Name: Washington Street Mission**

**Grant #: 102601-2**

**Supplies Narrative:**

The grant will support the purchase of two computer monitors for two existing positions. The equipment will be assigned to the Case Management Worker and Recovery Support Specialist Positions. Both are 100% FTE positions.

Grant funds include the purchase of an extra toner cartridge set for WSM's printer. Toner funds may also be used to buy individual cartridges if costs savings can be realized. In-house printing includes items such as enrollment forms; applications for public benefits, housing, employment, or other services; evaluation forms; and other documents needed to properly manage each participants case. The extra cartridges purchased will support up to 6,000 copies over the grant period.

Grant funds will be utilized to purchase case management software which will allow comprehensive tracking of participant goals and progress. The additional software will also assure proper tracking of Co-Responder referrals and participants being served by WSM. Funds will specifically purchase software licenses for 4 WSM staff members (1 administrator, 2 case management positions, Supported Employment Lead Job Coach). Case management software is only accessible by authorized WSM employees directly engaged with participants and trained on both internal data collection and privacy guidelines and HIPPA privacy standards. Software is a one-time payment/annual renewal cost.

Grant funds will be utilized to purchase required staff uniform shirts for the positions engaged in grant-related activities. This includes uniform shirts for the Case Management Worker (1.0 FTE), Recovery Support Specialist (1.0FTE), Security position (1.0FTE), Life Skills Educator (.40FTE) and 8 participants (.50 FTE ea) covered by the two Supportive Employment Program positions. Costs are based on the average cost per individual of \$155 per uniform set.

Six additional vinyl waiting room chairs will be purchase to provide client seating in existing office space in which there are no current furniture available.

The grant will support the purchase of consumable office supplies necessary for both WSM staff and on-site partners delivering grant related services. The grant will not support consumable office supplies utilized by staff who are not involved or only partially involved in grant-related activities. Consumable Office supplies consist of paper, binders, file folders, calendars, envelopes, post-it notes and other consumable supplies necessary to the work of a professional staff. The budgeted amount is the rounded equivalent of the average cost of consumable supplies per employee from the previous year multiplied by 5 FTE Positions. No single item under this line item will cost more than \$100 without prior written approval from ICJA.

Funds will be utilized to purchase two whiteboards with markers and erasers for three workspaces for new positions that currently do not have a whiteboard. These are necessary to project planning and case consultation between WSM staff and other service providers.

Funds will be utilized to purchase 500 business cards each for 3 grant-funded FTE positions at an average cost of \$75 per employee. The cards provide direct contact information for and are distributed to program participants, potential participants, and other service providers whose services may be necessary to meet the needs of clients.

Grant funds will be utilized for printing expenses associated with grant-related activities. This includes the printing of customized materials needed for program participants that can be printed at a lower total cost by a local printer. This includes print batches in excess of 150 pages at a time. This includes the printing costs for participant materials including workbooks and worksheets for participant binders, and handouts, not available in a pre-printed format, associated with Anger Management, Life Skills Classes and Job Skills classes for grant-related referrals and participants. Because classes cyclical and evaluated quarterly, materials are printed on a rolling basis as participants enroll or join each periodic course, group or class. WSM's Life Skills Classes are a 12-week, 12 course program (4 quarters per year) providing essential life skills to participants. Many individuals who experience homelessness, mental health issues, or addiction have a lack of essential life skills. This may be due to a lack of education at younger ages or the loss of skills during the time in which they have been homeless. Providing life skills is essential to the recovery of Co-Responder participants. Anger Management Classes are an 8 week, 16-course program (4 quarters per year)

*Supplies*

2006-002



**Implementing Agency Name: Washington Street Mission**

**Grant #: 102601-2**

S	S	-
C	S	-

**Contractual Narrative:**

Insurance costs are attributed to the secure office space used exclusively for grant-related activities and protection of the business for potential liability claims which may arise through the course of business.

*Subcontracts and Subawards*

10-2021



**Implementing Agency Name: Washington Street Mission**

**Grant #: 102601-2**

**Rent and Utilities Narrative**

Springfield's homeless community is already on-site with an average of 170 individuals accessing basic needs services, life skills classes, job training and other services throughout the day. WSM's Health and Wellness Center allows for access to both basic needs services and a direct connection to mental health, behavioral health, addiction treatment and similar services for project Referrals, as well as a connection point to individuals entering the homeless community. As part of the Co-Responder initiative, the Health and Wellness Center is used to house outside partners providing on-site care and consultation to participants. The center will be the primary location for intake, delivery of services and case management. Because all space in the Health and Wellness Center is occupied by grant-related service providers, the Recovery Support Specialist will have a separate office in a different area of WSM.

*Rent and Utilities*





Implementing Agency Name: Washington Street Mission

Grant #: 102601-2

**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 the ICJIA Specific Instructions tab for additional information for completing this section.

Description	Computation		Federal/State Amount	Match	Total Cost
	Base	*Rate			
	\$ 300,000	0.00%	\$ -	\$ -	\$ -

\* Complete MTDC Base & 15% DM Calculator Sheet to calculate base


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.)

Washington Street Mission  
Institution/Organization

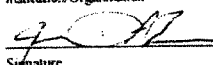
  
Signature

David Ficke  
Name of Official

Title  
Chief Financial Officer (or equivalent)

01/27/26  
Date of Signature

Washington Street Mission  
Institution/Organization

  
Signature

Jared Brown  
Name of Official

Title  
Executive Director (or equivalent)

01/27/26  
Date of Signature

1. Indirect Costs

8026-002

Implementing Agency Name: Washington Street Mission

Grant #: 102601-2

**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.

				<i>ICJIA use only</i>
<i>Budget Category</i>	<i>Federal/State Amount</i>	<i>Match Amount</i>	<i>Total Amount</i>	<i>Eligible ICR Expenses</i>
<i>Personnel</i>	\$ 184,824	\$ -	\$ 184,824	\$ 184,824
<i>Fringe Benefits</i>	\$ 76,427	\$ -	\$ 76,427	\$ 76,427
<i>Travel</i>	\$ 1,227	\$ -	\$ 1,227	\$ 1,227
<i>Equipment</i>	\$ -	\$ -	\$ -	\$ -
<i>Supplies</i>	\$ 19,608	\$ -	\$ 19,608	\$ 19,608
<i>Subcontracts and Subawards</i>	\$ 3,080	\$ -	\$ 3,080	\$ 17,914
<i>Occupancy (Rent &amp; Utilities)</i>	\$ 9,566	\$ -	\$ 9,566	\$ -
<i>Telecommunications</i>	\$ 1,888	\$ -	\$ 1,888	\$ -
<i>Training &amp; Education</i>	\$ 3,380	\$ -	\$ 3,380	\$ -
<i>Indirect Costs</i>	\$ -	\$ -	\$ -	\$ -
<b>TOTAL PROJECT COSTS</b>	\$ 300,000	\$ -	\$ 300,000	\$ 300,000

Section C - Budget Summary

2028-001

<b>ICJIA Agency Approval</b>		<b>STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)</b>		<b>AGENCY: Illinois Criminal Justice Information Authority</b>	
Implementing Agency Name: Washington Street Mission		UEW: KLYCQCDEKU9		NOFO ID:	
CFSA Number: 546-00-2981		CSFA Short Description: Co Responder		Grant #: 102601-2	
				State Fiscal Year(s): 2026	
				Project Period: 07/01/2025 - 06/30/2026	

**FOR ICJIA USE ONLY**

**Final Budget Amount Approval**

<u>Final Total Budget Amount</u>	<u>ICJIA Program Staff Name</u>	<u>ICJIA Program Staff Signature</u>	<u>Date</u>
<u>Final Total Award Amount (if different)</u>	<u>ICJIA Fiscal &amp; Administrative Staff Name</u>	<u>ICJIA Fiscal &amp; Administrative Signature</u>	<u>Date</u>

**Budget Revision Amount Approval**

<u>Final Revised Budget Amount</u>	<u>ICJIA Program Staff Name</u>	<u>ICJIA Program Staff Signature</u>	<u>Date</u>
<u>Final Total Award Amount (if different)</u>	<u>ICJIA Fiscal &amp; Administrative Staff Name</u>	<u>ICJIA Fiscal &amp; Administrative Signature</u>	<u>Date</u>

**Budget Revision Amount Approval**

<u>Final Revised Budget Amount</u>	<u>ICJIA Program Staff Name</u>	<u>ICJIA Program Staff Signature</u>	<u>Date</u>
<u>Final Total Award Amount (if different)</u>	<u>ICJIA Fiscal &amp; Administrative Staff Name</u>	<u>ICJIA Fiscal &amp; Administrative Signature</u>	<u>Date</u>

§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.

*Agency Approval*

2026-081

<b>Organization:</b>	Washington Street Mission
<b>Program Name:</b>	Co Responder

**1. Quality of management systems and ability to meet the management standards.**

1.1. Do you have written policies and procedures that guide program delivery on the topics of:	YES	NO	N/A
a. Program outcome tracking and reporting mechanisms	1		
b. Relevant documentation of services/goods delivered	1		
c. Staff management policies and procedures	1		
d. Standards of conduct re: selection, award, or administration of grants	1		
e. Real or perceived conflict of interest re: selection, award, or administration of grants	1		
f. Complaint/grievance resolution policies and procedures	1		
g. Safeguarding funds, property and other assets against loss from unauthorized use of disposition	1		
h. Management of grant terms	1		
i. Written approval from funding agency when key personnel	1		
j. Written approval from funding agency when program scope changes	1		
k. Participant eligibility, if applicable.	1		

1.2. Do you have internal controls that govern program delivery on the topics of :	YES	NO	N/A
a. Quality assurance reporting	1		
b. Unit costs analysis/management	1		
c. Accreditation/licensing compliance program	1		

1.3. How many years of experience does the project leader have managing the scope of services required under this program?	YES	
More than five years	1	Choose 1 Response
One to five years		
Less than one year		

1.4. Does the organization have a time and effort system to track program-specific work performed?	YES	NO	
Yes (see below) No (Go to Question 1.5) =====>	1		If No, Go to Question 1.5
a. Does the system record all time worked, including time not charged to awards?	1		
b. Does the system include sign-off by the employee and supervisor?	1		

1.5. Are program payments based on a rate or unit of service?	YES	NO	?

Yes (see below) No (Go to Question 1.6) =====>		1	If No, Go to Question 1.6
a. Does the organization have written procedures to ensure accurate invoicing?			
b. Does a second person sign-off on the invoice?			

1.6. Does the program have match or related requirements?	<b>YES</b>	<b>NO</b>	If No, Go to Question 1.7
Yes (see below) No (Go to Question 1.7) =====>		1	
a. Does the organization have written procedures for match			
b. Does a second person sign-off on match reporting?			

1.7. Is the organization prepared to utilize periodic performance reports to communicate program outcomes?	<b>Select One</b>
Performance reports are an established part of grant management procedures.	1
Performance data reporting is being developed as part of grant management procedures.	
We do not currently report performance data within our grant management.	

**2. History of performance**

2.1 How many years of experience does your organization have with grants of comparable scope and/or capacity?	<b>Select One</b>	Choose 1 Response
More than five years		
One to five years	1	
Less than one year		
No experience; go to question 3.3		

2.2 If your organization has received grants of comparable scope and/or capacity, provide a brief description of similar project goals and outcomes; specify the applicable year:
<b>Funds provided under the current grant are a renewal of Co-responder funding provided in previous year for the same Co-responder project.</b>

2.3. During your last two fiscal years, how frequently has the organization submitted project performance reports on time?	<b>Select One</b>	Choose 1 Response
Always	1	
Reported late up to three times		
Reported late four or more times		
Not applicable -- not a requirement of awards previously received		

	<b>YES</b>	<b>NO</b>
2.4. Does your organization have performance measurements that tie to financial data?	1	

00000-000

2.5. Have there been any significant changes in your organization in the last fiscal year related to program delivery:	<b>YES</b>	<b>NO</b>
Management / leadership personnel		1
Reorganization or parent / subsidiary relationships		1
Significant changes in programs / grants funded		1
Statutory or regulatory requirements imposed on your organization type		1

2.6. Provide a brief explanation for all "YES" responses to question 2.5.

	<b>YES</b>	<b>NO</b>
2.7. Will a sub-grantee/sub-recipient / sub-award be utilized to manage, administer or complete the project? If NO, go to question 3.1.		1

If NO, go to question 3.1.

2.8. What responsibilities will the sub-grantee/sub-recipient/sub-award perform under this program?	<b>YES</b>	<b>NO</b>
Participant eligibility determination		
Case management		
Performance reporting		
Financial reporting		
Invoicing		
Other, please list below		

2.9 What percentage of grant funds does the organization anticipate passing to sub-grantees/sub-recipients/sub-awards?	<b>Select One</b>	
Less than 10%		Choose 1 Response
10-20%		
More than 20%		

2.10. Does your organization have an implemented policy for sub-grantee/sub-recipient monitoring?	<b>YES</b>	<b>NO</b>
No (Go to section 3) If Yes, does it include:		
On-site review		Choose 1 Response
Review of prior monitoring and desk/quantitative review		
Review of prior monitoring only		
Desk/quantitative review only		

3. Reports and findings from audits performed under Subpart F—Audit Requirements of this part or the reports and findings of any other available audit.

3.1. During the last two fiscal years, has your organization been out of compliance with programmatic terms and conditions of awards?	<b>Select One</b>
Organization has not been audited. Go to question 3.6	
No occurrences of non-compliance. Go to question 3.6	1
One to three instances of non-compliance	
Four or more instances of non-compliance	

Go to question 3.6

3.2. If your organization had at least one occurrence of non-compliance with programmatic terms and conditions, summarize each occurrence.		
	<b>YES</b>	<b>NO</b>
3.3. Have corrective actions been implemented within the specified timeframe?		
3.4. Provide explanation for any corrective actions that were not implemented within the timeframe specified and for any corrective actions that remain open.		
	<b>YES</b>	<b>NO</b>
3.5. Have there been findings regarding conflict of interest within the last two fiscal years?		
If NO, go to question 3.6 If YES, specify the finding and your response to the finding. $\longrightarrow$		
Text response below		

3.6. Has your organization ever been subject to specific condition(s) due to program issues?	<b>YES</b>	<b>NO</b>
If YES, specify the specific condition(s) If NO, go to question 4.1.		1
Why it was imposed, and whether or not it is still applicable.		
Text response below		

**4. Applicant's ability to effectively implement statutory, regulatory, or other requirements imposed on awardees.**

4.1. To what extent does your organization have policies to ensure programmatic expenses are reasonable, necessary and prudent (sensible)?	<b>Select One</b>
Policies are implemented and followed	1
Policies are implemented, but are not consistently followed	
Policies are being implemented	

Choose 1 Response

2020-082

The organization does not currently have these types of policies.

4.2. To what extent does your organization have policies to ensure programmatic activities are allowable?	<b>Select One</b>
Policies are implemented and followed	1
Policies are not fully implemented	
Policies are being implemented	
The organization does not currently have these types of policies.	

Choose 1 Response

4.3. Has the organization been out of compliance with any statutory, regulatory or other requirements of grant funding within the last two fiscal years?	<b>YES</b>	<b>NO</b>
Yes / No (if yes, provide an explanation) =====>		1
Text response below		

4.4. To what extent is your organization able to comply with all statutory requirements of this program?	<b>Select One</b>
Fully able to comply with all statutory requirements	1
With the following exception(s), the organization is able to	
Text response below	

Choose 1 Response

**5. Agency-specific Questions (As applicable based on terms of the Notice of Funding Opportunity).**

5.1. Compliance with matching, level of effort, earmarking requirements related to program delivery	<b>YES</b>	<b>NO</b>

5.2. Compliance with program income requirements related to program delivery	<b>YES</b>	<b>NO</b>

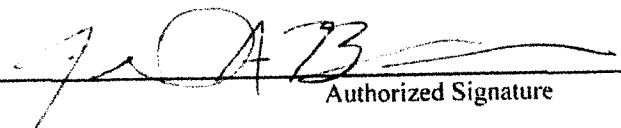
5.3. Compliance with Davis Bacon or McNamara-O'Hara Service Contract Act	<b>YES</b>	<b>NO</b>

5.4. Compliance with equipment and real property management requirements related to program delivery	YES	NO

5.5. Compliance with real property acquisition and relocation related to program delivery	YES	NO

**Certification Section:** *By signing this questionnaire, I certify to the best of my knowledge and belief that the responses are true, complete and accurate. 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. (2 CFR 200.415)*

Organization	Washington Street Mission		
Program Name	Co Responder		
Agreement Number	102601-2		
Period of Performance	7/1/2025 - 6/30/2026		
Individual Completing	Jarid Brown		
Contact Email	jarid.brown@washingtonstre	Contact Phone	217-544-9011

  
 \_\_\_\_\_  
 Authorized Signature

01/27/26  
 \_\_\_\_\_  
 Date

Jarid A Brown  
 \_\_\_\_\_  
 Signer's Name (Printed)

Director - Washington Street Mission  
 \_\_\_\_\_  
 Signer's Title

**ORDINANCE FACT SHEET**

DATE OF 1st READING: \_\_\_\_\_

OFFICE REQUESTING: Springfield Police Department

CONTACT PERSON: Kalvin Gaskill

PHONE NUMBER: 217-788-8345 x4314

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

FISCAL IMPACT: \$300,000.00

SUGGESTED TITLE: Ordinance Authorizing Subrecipient Agreement No.102601-2 with Washington Street Mission Pursuant to ICJIA Co-Responder Grant Agreement No.102601 in an amount Not to Exceed \$300,000.00 from July 1, 2025 through June 30,2026 for the Springfield Police Department

CONTRACTOR / VENDOR NAME: Washington Street Mission VENDOR NO: VC\*8183

CONTRACT TERM: 7/1/25-6/30/26 Change in Scope Yes  No

CONTRACT AMOUNT: \$300,000.00  
(Original amount if change order)                      Change Order #                      Additional Amount

**Method of Purchase (check one)**

- Low Bid
- Low Bid Meeting Specs
- Low Evaluated Bid
- Other: \_\_\_\_\_
- Exception: \_\_\_\_\_
- Code Provision: \_\_\_\_\_

Previous Ord #'s \_\_\_\_\_

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	001	112	POLC	CORE	2110	300,000.00
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)  
 Grant Agreement #102601-2, Uniform Grant Budget, Programmatic Risk Assessment

**STAFF ANALYSIS**

This ordinance provides the ability to fund reimbursements to Washington Street Mission for expenses accrued during 7/1/2025-6/30/2025 as an active service partner in the ICJIA Co-Responder Grant with the Springfield Police Department. Overall Grant Agreement #102601 was approved under Ordinance #497-12-25

Signatures Needed:  
 -Page 2 of Grant Agreement #102601-2  
 -Page 4 "Applicant Certification" of the Uniform Grant Budget Template

FUNDS CHECK BY: C. Heingel  
 DIRECTOR / SUPERVISOR: [Signature]  
 CITY PURCHASING AGENT: Quinones, Anthony R.  
 SIGN OFF: [Signature]  
(Mayor's Signature) **GEM**

Date: 02/02/2026  
 Date: [Signature]  
 Date: \_\_\_\_\_  
[Signature]  
(Director of OBM)

The information supplied on this form is not confidential information.

2026-091

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SPRINGFIELD AND THE CITY OF BEARDSTOWN FOR TRAINING FOR THE SPRINGFIELD FIRE 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**, Section 10 of Article VII of the Illinois Constitution and Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/3) provide that public agencies may exercise their powers jointly to provide and obtain services; and

**WHEREAS**, Section 5 of the Intergovernmental Cooperation Act (5 ILCS 220/5) allows public agencies to enter into intergovernmental contracts to perform any governmental services which any of the public agencies entering into the contract is authorized by law to perform, provided such contract is approved by the governing body if each party to the contract; and

**WHEREAS**, this Agreement is in the best interests of the City and the City of Beardstown to help provide basic fire training for probationary firefighters within their respective jurisdictions; and

**WHEREAS**, a copy of this Agreement shall be on file in the Office of the City Clerk.

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

**Section 1:** That the City Council of the City of Springfield, Illinois, hereby approves and authorizes execution of an Intergovernmental Agreement between the City of Springfield and the City of Beardstown to help provide basic fire training for probationary firefighters within their respective jurisdiction. The Mayor and City Clerk are authorized to execute this agreement on behalf of the City of Springfield.

**Section 2:** That this ordinance shall become effective immediately upon its passage.

**PASSED:** \_\_\_\_\_, 2026

**SIGNED:** \_\_\_\_\_, 2026

**RECORDED:** \_\_\_\_\_, 2026

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

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF BEARDSTOWN AND  
THE CITY OF SPRINGFIELD REGARDING BASIC FIRE TRAINING**

**THIS** Agreement is entered into by the City of Beardstown, a municipal corporation, by and through the Beardstown Fire Department (hereinafter the "Beardstown FD") and the City of Springfield, a municipal corporation, by and through the Springfield Fire Department (hereinafter the "Springfield FD") for basic fire training for probationary firefighters.

**WHEREAS**, Section 10 of Article VII of the Illinois Constitution and Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/3) provide that public agencies may exercise their powers jointly to provide and obtain services; and

**WHEREAS**, Section 5 of the Intergovernmental Cooperation Act (5 ILCS 220/5) allows public agencies to enter into intergovernmental contracts to perform any governmental services which any of the public agencies entering into the contract is authorized by law to perform, provided such contract is approved by the governing body of each party to the contract; and

**WHEREAS**, the City of Beardstown and the City of Springfield are each a "public agency" as that term is defined in the Intergovernmental Cooperation Act (5 ILCS 220/2); and

**WHEREAS**, both the Beardstown FD and the Springfield FD are authorized to provide their probationary firefighters with a basic training course within their respective jurisdictions; and

**WHEREAS**, Beardstown FD and Springfield FD from time to time do not have enough recruits to fill an entire basic training course within their respective jurisdictions; and

**WHEREAS**, it is in the best interest of Beardstown FD and the Springfield FD that Springfield FD help provide basic fire training for probationary firefighters to Beardstown FD

from time to time as outlined herein.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the parties agree as follows:

1. **Term**

This Agreement shall be in effect for a term of one (1) year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Agreement.

2. **Training**

To the extent Springfield FD has open space(s) in any of its basic fire training course for probationary firefighters, Springfield FD shall contact and offer to provide basic fire training to Beardstown FD for their probationary firefighters in compliance with the Illinois Department of Public Health and Office of the Illinois State Fire Marshal's standards. Springfield FD shall contact and offer to provide basic fire training to Beardstown FD for their probationary firefighters at least 6 months before the first day training is scheduled to begin, and Beardstown FD shall then have 60 days to either accept or decline the open training space(s).

After satisfactorily completing the basic firefighter program, all probationary fire fighters may achieve the following certifications or their equivalent:

- a) Basic Operations Firefighter - Office of the State Fire Marshal ("OSFM")
- b) Common Passenger Vehicle Rescue - OSFM
- c) Haz-Mat Operations - OSFM
- d) Fire Service Vehicle Operator – OSFM
- e) Advanced Technician Firefighter – OSFM
- f) Fire Apparatus Engineer – OSFM
- g) EMT Basic - NREMT

Springfield FD shall have priority for its probationary firefighters to attend any and all basic

training courses offered by Springfield FD. This Agreement does not guarantee that Springfield FD will have open spaces available in any of its basic training courses for Beardstown FD probationary firefighters, nor reserve any number of spaces in any of its basic training courses for Beardstown FD.

All probationary firefighters of Beardstown FD shall be subject to the same training, handbooks, rules, and code of conduct for basic training as Springfield FD probationary fire fighters. Nothing in this Agreement shall subject any probationary firefighter for either Agency to the provisions of any collective bargaining agreement for the other Agency.

3. **Payment**

In exchange for the provision of basic fire training and related materials, Beardstown FD shall pay Springfield FD \$7,500.00 per probationary fire fighter. Payment shall be made prior to the first scheduled day of training.

4. **Equipment**

Beardstown FD shall provide each of its probationary fire fighters the following minimum personal protective equipment ("PPE") for its in order to attend training:

- Helmet
- Hood
- Firefighting gloves and work/extraction gloves
- Coat
- Bunker pants
- Boots
- SCBA harness
- Two SCBA bottles

Springfield FD shall provide all other tools and equipment necessary for training purposes, including but not limited to, training props, educational materials, computers, tools and other

related training tools and equipment.

5. **Personnel Compensation**

Each Agency shall be responsible for the payment of any and all compensation owed to its personnel arising out of their participation in the activities provided under this Agreement including, but not limited to, wages, salary, health insurance and fringe benefits, as applicable.

Each Agency shall be responsible for the payment of workers' compensation and occupational disease benefits, if any are owed, to its personnel, in the event of compensable injuries or illnesses arising out of the activities provided for under this Agreement. Irrespective of any assertion that any party is a "borrowing employer" or a "loaning employer," within the meaning of the Illinois Workers' Compensation Act (820 ILCS 305) and the Workers' Occupational Diseases Acts (820 ILCS 310), the party which directly employs personnel shall be responsible for payment of any workers' compensation or occupational disease benefits, if any are owed, as a result of illness or injury arising out of and in the course of the activities provided for under this Agreement.

6. **Insurance**

Each Agency shall be responsible for maintaining its own insurance or self-insurance program with respect to liabilities to its employees or to third parties that may reasonably result from the performance of its lawful functions, including those functions which are contemplated by this Agreement. Each Agency shall bear the cost of its own defense. This Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one Agency with respect to third parties or to increase the liability of any party beyond that which is imposed by law.

7. **Waiver of Claims**

Each Agency agrees to hold harmless, release, and waive all claims against the other Agency participating in this Agreement with respect to any loss, damage, personal injury, or death sustained by that Agency, its employees, or third parties as a result of its participation in the activities covered by this Agreement, except to the extent that such claim alleges gross negligence or willful and wanton misconduct by the other Agency participating in this Agreement.

8. **Termination**

Each Agency participating herein may terminate its participation in this Agreement, at any time, provided that the Agency wishing to terminate its participation shall give written notice to the other Agency specifying the date of termination, such notice to be given at least sixty (60) calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given in the manner provided in **SECTION ELEVEN** hereunder.

9. **Effectiveness**

This Agreement shall be in full force and effective to each Agency upon execution on behalf of such Agency in the manner provided by law.

10. **Binding Effect**

This Agreement is not assignable or transferable.

11. **Validity**

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and the remaining provisions of this Agreement shall survive and shall remain in force and effect.

2028-092

**12. Notices**

Any notice, request, demand, consent, approval or other communication required or permitted under this Agreement must be in writing and will be deemed to have been given when personally delivered or deposited in any depository regularly maintained by the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to the party for whom it is intended at the following address:

If to City of Springfield to: Springfield Fire Department  
Fire Station 1  
825 East Capitol Ave.  
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 City of Beardstown to: Beardstown Fire Department  
1119 Edwards St.  
Beardstown, IL 62618

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any party may add additional addresses or changes its address for purposes of receipt of any such communication by giving five (5) days written notice of such change to the other parties in the manner prescribed in this Section.

**13. Governing Law**

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

**14. Execution in Counterparts**

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

**15. Amendments**

This Agreement may only be amended by written consent of all the parties hereto.

**16. Non-Exclusive**

This Agreement is a non-exclusive agreement, and Springfield FD may contract with other agencies to provide basic fire training.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be made effective and executed by their respective duly authorized officials.

**CITY OF SPRINGFIELD**

**CITY OF BEARDSTOWN**

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

*Tim Harris*  
\_\_\_\_\_  
Tim Harris, Mayor

Attest: \_\_\_\_\_  
Charles L. Redpath Sr., City Clerk

*Katie Vitale*  
\_\_\_\_\_  
Katie Vitale, City Clerk

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

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

2020-082

ORDINANCE FACT SHEET

DATE OF 1st READING: \_\_\_\_\_

OFFICE REQUESTING: Springfield Fire Department

CONTACT PERSON: Alivia Carrigan

PHONE NUMBER: 217-788-8473 X4509

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

FISCAL IMPACT: N/A

SUGGESTED TITLE: AN ORDINANCE ACCEPTING AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SPRINGFIELD AND THE CITY OF BEARDSTOWN FOR TRAINING

CONTRACTOR / VENDOR NAME: City of Breadstown VENDOR NO: \_\_\_\_\_

CONTRACT TERM: 1 Year Change In Scope Yes  No

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

Method of Purchase (check one)

- Low Bid  
 Low Bid Meeting Specs  
 Low Evaluated Bid  
 Other: \_\_\_\_\_  
 Exception: \_\_\_\_\_  
 Code Provision: \_\_\_\_\_

Previous Ord #'s \_\_\_\_\_

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1	001	108	FIRE	FOPR	
2					
3					
4					

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

STAFF ANALYSIS

This agreement will consist of providing Probationary Firefighter training to Beardstown Fire Department probationary firefighters when open spaces are available in Springfield Fire Departments basic fire training courses. This agreement term of one (1) year will automatically renew for a additional year unless terminated by either party within the agreement terms. Beardstown Fire Department will pay \$7,500.00 per probationary firefighter before the beginning of training and will provide each probationary firefighter with minimum personal protective equipment prior to start of basic fire fighter training.

FUNDS CHECK BY:

DIRECTOR / SUPERVISOR: \_\_\_\_\_

CITY PURCHASING AGENT: \_\_\_\_\_

SIGN OFF: \_\_\_\_\_

(Mayor's Signature)

Date: 1-29-25

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

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

(Director of OBM)

**AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT AND SUPPLEMENTAL APPROPRIATION FOR GRANT NO. 26-332002, UNDER THE INTERNATIONAL TOURISM AND CONVENTION BUREAU GRANT PROGRAM BEGINNING JULY 1, 2025, THROUGH JUNE 30, 2026, IN THE AMOUNT NOT TO EXCEED \$150,000.00 FOR THE SPRINGFIELD CONVENTION AND VISITORS' BUREAU, FOR EMERGENCY PASSAGE**

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

**WHEREAS**, the Illinois Department of Commerce and Economic Opportunity has awarded Grant No. 26-332002, under the International Tourism and Convention Bureau Grant Program, to the City of Springfield, Springfield Convention and Visitors Bureau for uniform budgets; and

**WHEREAS**, it is in the best interest of the City to accept this grant from the Illinois Department of Commerce and Economic Opportunity in the amount of \$150,000.00, beginning July 1, 2025, through June 30, 2026; and

**WHEREAS**, Springfield Convention and Visitors Bureau City is requesting a supplemental appropriation in the amount of \$150,000.00; and

**WHEREAS**, the grant must be signed by February 20, 2026; and

**WHEREAS**, the agreement shall be located in the Office of the City Clerk and identified as Grant No. 26-332002.

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

**Section 1:** That the City Council hereby accepts Grant No. 26-332002, under the International Tourism and Convention Bureau Grant Program, from the Illinois Department of Commerce and Economic Opportunity in the amount of \$150,000.00 for the City of Springfield, Springfield Convention and Visitors Bureau beginning July 1, 2025, through June 30, 2026. The Mayor and City Clerk are hereby authorized to execute said grant agreement and any other documents necessary regarding said grant on behalf of the City of Springfield.

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

<b>FROM REVENUE ACCOUNT</b>	<b>AMOUNT</b>
021-114-VIST-IG26-1845	\$150,000.00
 <b>INTO EXPENDITURE ACCOUNTS</b>	 <b>AMOUNT</b>
021-114-VIST-IG26-1229	\$38,000.00
021-114-VIST-IG26-1290	\$98,500.00
021-114-VIST-IG26-1228	\$6,500.00
021-114-VIST-IG26-1232	\$7,000.00
 <b>TOTAL</b>	 <b>\$150,000.00</b>

**Section 3:** That this ordinance shall become effective immediately after its passage and publication in pamphlet form.

**PASSED:** \_\_\_\_\_, 2026

**SIGNED:** \_\_\_\_\_, 2026

**RECORDED:** \_\_\_\_\_, 2026

\_\_\_\_\_

**Mayor Misty Buscher**

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

**Approved as to legal sufficiency:**

**Requested by: Mayor Misty Buscher**

 2-10-20

**Office of Corporation Counsel/Date**

STATE OF ILLINOIS		UNIFORM GRANT BUDGET TEMPLATE			Commerce & Economic Opportunity	
Organization Name:	City of Springfield - Springfield Convention & Visitors Bureau	UEI#	VBD7LLHA3MJ3	NOFO #	1607-1355	
CSFA Number:	420-25-1607	CSFA Description:	International Tourism Grant Program	Fiscal Year:	2026	
<b>SECTION A -- STATE OF ILLINOIS FUNDS</b>						
<b>Revenues</b>						
(a). State of Illinois Grant Amount Requested				TOTAL REVENUE		150,000.00
<b>BUDGET SUMMARY STATE OF ILLINOIS FUNDS</b>						
Budget Expenditure Categories		OMB Uniform Guidance Federal Awards Reference 2 CFR 200			TOTAL EXPENDITURES	
1. Personnel (Salaries & Wages)		200.430			\$	-
3. Travel		200.474			\$	-
6. Contractual Services & Subawards		200.318 & 200.92			\$	-
7. Consultant (Professional Services)		200.459			\$	-
14. Miscellaneous Costs					\$	105,000.00
15A. Advertising					\$	-
15B. Familiarization Tours					\$	7,000.00
15C. Trade Opportunities					\$	38,000.00
16. Total Direct Costs (lines 1-15)		200.413			\$	150,000.00
<b>18. Total Costs State Grant Funds (16 &amp; 17)</b>					\$	150,000.00

ORDINANCE FACT SHEET

DATE OF 1st READING: February 17, 2026

OFFICE REQUESTING: Convention and Visitors Bureau

CONTACT PERSON: Scott Dahl

PHONE NUMBER: 789-2360 ext.5531

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

DCEO is requiring the grant agreement is signed and returned by February 20, 2026

FISCAL IMPACT: 150,000

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT AND SUPPLEMENTAL APPROPRIATION FOR DCEO INTERNATIONAL GRANT #26-332002 JULY 1, 2025, TO JUNE 30,2026 IN THE AMOUNT NOT TO EXCEED \$150,000 FOR THE SCVB

CONTRACTOR / VENDOR NAME: \_\_\_\_\_ VENDOR NO: \_\_\_\_\_

CONTRACT TERM: 7.1.25-6.30.26 Change in Scope Yes  No

CONTRACT AMOUNT: \$150,000 (Original amount if change order) Change Order # \_\_\_\_\_ Additional Amount \_\_\_\_\_

Method of Purchase (check one)

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

Previous Ord #'s

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

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

Table with 6 columns: Fund, Agency, Org, Activity, Object, Amount. Row 1: 021, 114, VIST, IG26, 1845, 150,000

Table with 6 columns: Fund, Agency, Org, Activity, Object, Amount. Row 1: 021, 114, VIST, IG26, 1229, 38,000

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

Uniform Grant Budget attached

STAFF ANALYSIS

The grant match expenses are FY26 and FY27 budgeted items (city fiscal year overlaps state fiscal year).

FUNDS CHECK BY: Courtney Heinzl Date: \_\_\_\_\_

DIRECTOR / SUPERVISOR: Dahl, Scott Date: \_\_\_\_\_

CITY PURCHASING AGENT: \_\_\_\_\_ Date: \_\_\_\_\_

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

The information supplied on this form is not confidential information.

2026-093

**AN ORDINANCE AUTHORIZING THE EXECUTION OF CONTRACT NO. RFP PD26-18 WITH ABATECO INC. TO EXCAVATE, PROCESS, AND RECONSTRUCT BERMS TO REMOVE LEAD CONTAMINATION AT THE SPRINGFIELD POLICE ACADEMY IN AN AMOUNT NOT TO EXCEED \$209,000.00 FOR THE SPRINGFIELD POLICE DEPARTMENT, FOR EMERGENCY PASSAGE**

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

**WHEREAS**, the Office of Public Works desires to enter into contract no. RFP PD26-18 with Abateco Inc. to excavate, process, and reconstruct the berms to remove lead contamination for an amount not to exceed \$209,000.00 during FY2027; and

**WHEREAS**, ensuring compliance with the Illinois Environmental Protection Agency (IEPA) regulations and Illinois Law Enforcement Training & Standards Board (ILETSB) range inspection requirements at the Springfield Police Academy.

**WHEREAS**, the City Purchasing Agent has made a determination in writing, that this vendor possesses a high degree of professional skill and expertise and 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**, it is in the best interest of the City to authorize contract no. RFP PD26-18 with Abateco Inc. to remove lead contamination.

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

**Section 1:** That the City Council hereby authorizes execution of contract no. RFP PD26-18 with Abateco Inc. to excavate, process, and reconstruct the berms to remove lead contamination at the Springfield Police Academy for the Springfield Police Department. The Mayor and City Clerk are authorized to execute contract no. RFP PD26-18 on behalf of the City of Springfield

**Section 2:** That the Office of Budget and Management is hereby directed to pay Abateco Inc. (VC\*3611) an amount not to exceed \$209,000.00 from account number 001-112-POLC-POPR-2305 upon satisfactory performance of contract no. RFP PD26-18.

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

**PASSED:** \_\_\_\_\_, 2026

**SIGNED:** \_\_\_\_\_, 2026

**RECORDED:** \_\_\_\_\_, 2026

\_\_\_\_\_  
**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** 2-11-26

Agenda No. 2026-094

Ordinance No. \_\_\_\_\_

CITY OF  
**S**pringfield ILLINOIS



**CONTRACT BOOK**

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

**MISTY BUSCHER, MAYOR**

CONTRACT INDEX NO: RFP PD26-18

CONTRACT NAME: BERM REMEDIATION  
(FIRING RANGE LEAD  
MAINTENANCE)

NAME OF BIDDER: Abateco Inc.

ADDRESS OF BIDDER: 2710 S 13th Street Springfield, IL 62703

2026-094



**CITY OF SPRINGFIELD, ILLINOIS**  
300 S. SEVENTH STREET,  
ROOM #200  
SPRINGFIELD, ILLINOIS 62701

**SECTION I**

**1. INTRODUCTION**

**1.1 Summary**

The City of Springfield, Illinois ("City") is accepting sealed bids for the **BERM REMEDIATION (FIRING RANGE LEAD MAINTENANCE)**. Bids must be submitted via the City's Bid Portal by **Thursday, August 28, 2025**, at 2:00 p.m. local time.

Department: **Springfield Police Department**

Bid Security: **N/A**

**1.2 Background**

Springfield, the capital city of Illinois and seat of Sangamon County, has a population of 114,394 as of the 2020 census. The city's economy is driven by government agencies, healthcare, and medicine, with historical significance as the home of Abraham Lincoln from 1837 to 1861. Key attractions include the Abraham Lincoln Presidential Library and Museum, Lincoln Home, Old State Capitol, Lincoln-Herndon Law Offices, Lincoln Tomb, and historic Route 66.

**1.3 Contact Information**

Purchasing Agent  
300 S. Seventh Street  
Springfield, IL 62701

Email: **Purchasing@springfield.il.us**  
Phone: (217) 789-2191

**1.4 Timeline**

The following timeline is a guide for planning purposes. The City reserves the right to adjust as needed:

Bid Released: **July 28, 2025**

Pre-Bid Meeting: **N/A**

Pre-Bid Meeting/Site Visit: **N/A.**

Pre-Bid Location: **N/A**

Questions Due to City: **August 11, 2025, 12:00 p.m.**

Response from City: **August 18, 2025, 4:30 p.m.**

Bids Due/Opening: **August 28, 2025, 2:00 p.m.**

Anticipated Award Date: **October 1, 2025**

2026-094

## SECTION II

### **2. INSTRUCTIONS TO BIDDERS**

#### **2.1 Vendor Registration**

Prospective bidders must register as vendors on the City of Springfield website at: <https://www.springfield.il.us/Registration/Options.aspx>.  
Registration enables receipt of bid opportunities and electronic submission of responses.

#### **2.2 Retrieval of Bid/Proposal Documents**

Bidders are responsible for accessing bid documents and addenda on the City's website: <https://www.springfield.il.us/departments/OBM/OBMHome.aspx?Purchasing>.

#### **2.3 Submission of Bids/Proposals**

Unless otherwise specified, bids must be submitted electronically via the City's website in PDF format. All required documents (addenda, certifications, insurances, guarantees, bonds, etc.) must be included and complete.

#### **2.4 Pre-Bid Meeting Attendance**

Some bids may require a pre-bid meeting, which could be mandatory or non-mandatory. For mandatory meetings, only attendees may submit bids. Meeting details will be posted on the City's website.

#### **2.5 Questions**

Submit questions in writing via the Question/Answer Tab on the City's website by the specified deadline. Include the relevant section title for clarity. Responses will be posted on the website with sufficient time for bid preparation.

#### **2.6 Addenda**

Addenda will be posted on the City's website. Bidders are responsible for incorporating all addenda into their submissions. Failure to acknowledge addenda does not relieve bidders of their obligations under the contract.

#### **2.7 Withdrawal of Bid**

Bids may be withdrawn via the City's website prior to opening. After opening, bids cannot be withdrawn for 90 days without the City's consent, except as permitted by regulation. Post-opening corrections or withdrawals require a written determination by the Purchasing Agent.

#### **2.8 Rejection of Bids**

The City reserves the right to reject any or all bids, waive technicalities, and accept the bid deemed in its best interest. Such decisions are final.

#### **2.9 Bid Opening**

Telephone, fax, email, or verbal offers will not be accepted. Bids will be publicly opened and read at the specified time. Late submissions will not be accepted.

**SECTION III**

**3. SCOPE OF WORK/PURCHASE**

**CITY OF SPRINGFIELD**  
**SPRINGFIELD POLICE ACADEMY**  
**BERM REMEDIATION (FIRING RANGE LEAD MAINTENANCE)**

**INTRODUCTION**

The Springfield Police Academy, located in Springfield, Sangamon County, Illinois, is soliciting proposals from qualified contractors to perform lead berm remediation services at its outdoor firing range facility, consisting of an East Range and a West Range.

The purpose of this project is to excavate, process, and reconstruct the berms to remove lead contamination, ensuring compliance with Illinois Environmental Protection Agency (IEPA) regulations and Illinois Law Enforcement Training & Standards Board (ILETSB) range inspection requirements.

The project is classified as a public works project under the Illinois Prevailing Wage Act (820 ILCS 130/), and all contractors and subcontractors must comply with prevailing wage requirements.

This RFP seeks proposals to perform lead remediation, including excavation, lead removal and recycling, soil processing, and berm reconstruction, following federal, state, and local guidelines.

**BACKGROUND**

The Springfield Police Academy operates a firing range for law enforcement training, located at 3501 Color Plant Road, Springfield, IL 62702. The range includes two berms: an East Range and a West Range, each approximately 120 feet wide and 20 feet high, which serve as bullet backstops.

Over time, lead from ammunition has accumulated in the berms, necessitating remediation to maintain compliance with IEPA environmental standards and ILETSB range safety requirements. The Academy aims to remove lead, recycle it where possible, and reconstruct the berms to ensure continued safe operation while minimizing environmental and health risks.

The project requires an estimated excavation depth of 2 feet across both berms. Contractors must adhere to U.S. Environmental Protection Agency (EPA) Best Management Practices (BMPs) for lead at outdoor shooting ranges, IEPA regulations, and Occupational Safety and Health Administration (OSHA) standards for lead handling.

## **SCOPE OF WORK**

The selected contractor shall provide all labor, materials, equipment, and services necessary to complete lead berm remediation for the East and West Ranges, including but not limited to the following tasks:

### **Site Assessment and Planning:**

Conduct pre-remediation soil sampling and analysis to determine lead concentration, type, and extent of contamination across both berms (East and West, each 120' wide x 20' high, with an estimated 2' excavation depth).

Develop a site-specific remediation plan, including a health and safety plan, dust control measures, and compliance with OSHA, EPA, IEPA, and ILETSB standards. Obtain all necessary permits from IEPA, Sangamon County, and other relevant authorities.

Coordinate with the Illinois Department of Labor (IDOL) to ensure compliance with prevailing wage requirements.

### **Lead Excavation and Removal:**

Excavate approximately 2 feet of soil from the East and West Range berms (120' width x 20' height each).

Process excavated soil using specialized equipment (e.g., ballistic separation systems) to separate lead particles for recycling.

Collect and transport lead to an EPA-approved recycling or disposal facility, providing documentation of proper handling and chain of custody.

Minimize soil disturbance to prevent lead dust generation and off-site migration.

### **Soil Treatment and Stabilization:**

Treat residual lead in excavated soil, if necessary, using chemical stabilization (e.g., ECOBOND® or equivalent) to render it non-hazardous per IEPA standards.

Ensure treated soil meets IEPA requirements for lead levels and leachability (e.g., Toxicity Characteristic Leaching Procedure, TCLP).

### **Berm Reconstruction:**

Reconstruct both berms to their original dimensions (120' width x 20' height) using remediated or replacement soil, ensuring structural integrity for bullet containment.

Implement erosion control measures (e.g., geotextiles, reseeding) to stabilize berm surfaces.

Verify reconstructed berms meet ILETSB safety and operational standards for firing ranges.

### **Regulatory Compliance:**

Adhere to the Illinois Prevailing Wage Act (820 ILCS 130/), paying all laborers, workers, and mechanics the prevailing wage rates for Sangamon County, as set by the IDOL (available at <https://www2.illinois.gov/idol/laws-rules/conmed/pages/rates.aspx>).

Submit certified payroll records to the Springfield Police Academy and IDOL via the Certified Transcript of Payroll Portal before invoice payment.

Comply with EPA's Resource Conservation and Recovery Act (RCRA), IEPA regulations, and OSHA standards for lead handling and worker safety.

Post prevailing wage rates at the project site in a visible, accessible location.  
Ensure all work teams are OSHA-certified for hazardous waste operations (e.g., HAZWOPER training).

**Project Management and Reporting:**

Provide a detailed project schedule, minimizing range downtime (target completion within [insert timeframe, e.g., 60 days]).

Submit weekly progress reports and a final report documenting lead removal quantities, recycling/disposal receipts, soil treatment results, and compliance records.

Coordinate with Springfield Police Academy staff to ensure minimal disruption to training activities.

**Safety and Environmental Controls:**

Implement dust suppression techniques (e.g., wet cleaning, misting) to prevent airborne lead exposure.

Provide personal protective equipment (PPE) for all workers, including respirators and coveralls, per OSHA standards.

Ensure proper containment, transport, and disposal of any hazardous materials in compliance with RCRA and IEPA regulations.

**CONTRACTOR QUALIFICATIONS**

Bidders must demonstrate the following qualifications:

**Experience:** Minimum of 5 years of experience in lead remediation at shooting ranges or similar environmental cleanup projects, with at least three completed projects of comparable scope (e.g., berm mining and reconstruction).

**Licensing and Certifications:** Valid Illinois contractor license, OSHA Hazardous Waste Operations and Emergency Response (HAZWOPER) certification for all on-site personnel, and any required IEPA or local permits for lead handling.

**Prevailing Wage Compliance:** Documented history of compliance with the Illinois Prevailing Wage Act on prior public works projects, including submission of certified payroll records.

**Insurance:** General liability insurance of at least \$1,000,000 per occurrence, workers' compensation insurance, and environmental pollution liability insurance.

**References:** Provide at least two references from similar projects completed within the last five years, including contact information and project descriptions.

**Equipment and Personnel:** Access to specialized equipment (e.g., lead separation systems, heavy machinery) and OSHA-trained personnel for lead handling and berm reconstruction.

**EVALUATION CRITERIA**

Proposals will be evaluated based on the following criteria (total 100 points):

**Experience and Qualifications (25 points):** Proven expertise in lead remediation at shooting ranges and compliance with public works projects.

Technical Approach (25 points): Quality, feasibility, and adherence to EPA, IEPA, and ILETSB standards, including safety and environmental controls.

Cost (30 points): Reasonableness and completeness of the cost proposal, including adherence to Sangamon County prevailing wage rates.

Schedule (10 points): Ability to complete the project efficiently with minimal disruption to academy operations.

Compliance and References (10 points): Evidence of regulatory compliance and positive feedback from prior clients.

## **CONTACT**

A prospective bidder, who is in doubt as the meaning of any part of the Contract Documents, or of any addenda, may submit to the Purchasing Agent a written request for interpretation.

Such requests shall be addressed to:                   Office of the Purchasing Agent  
Email: [Purchasing@Springfield.il.us](mailto:Purchasing@Springfield.il.us)  
Phone: (217) 789-2191

Any necessary clarifications will be made in the form of a written addendum which will be issued to all potential bidders. Any questions or clarification requests must be received by the Office of the Purchasing Agent at least 10 days prior to the bid opening date.

The City of Springfield reserves the right to reject any or all proposals, waive minor irregularities, or negotiate with bidders for clarification.

## SECTION IV

### **4. TERMS AND CONDITIONS**

#### **4.1. Ex Parte Communication**

Please note that to insure the proper and fair evaluation of a proposal or bid, the City of Springfield prohibits ex parte communication (i.e., unsolicited) initiated by the Bidder to a City Official (i.e. City Aldermen, Mayor, etc.) or Employee evaluating or considering the proposal/bid prior to the time a selection has been made. Communication includes but is not limited to fax, phone calls, email and personal visit. Communication between Bidder and the City shall be directed in writing to the Purchasing Agent or designated contact person only. The Purchasing Agent will obtain the information or clarification needed. Ex parte communication may be grounds for disqualifying the offending Bidder from consideration or award of the proposal/bid and repeat offenders may be disqualified from future projects.

#### **4.2 Bid Security**

The City will not consider bids covering only a portion of the Specifications except as specifically required or permitted therein. In case of any conflict between the bidder's proposal and the Specifications contained in Section III, the Specifications contained therein shall be controlling.

- (a) Bids will not be considered unless they are accompanied by bid security in the form of a Certified Check, Cashier's Check, Bank Draft, Bank Money Order or a Satisfactory Bid Bond payable to the City of Springfield, Illinois, in the amount or percentage stated in Section I – Introduction as a guarantee that the bidder will enter into a contract with the City if the bid is accepted.
- (b) Bids and bid security shall be delivered in a **separate sealed envelope** marked and addressed as provided in article 2 above. All bid security must be identified with the Contract Index Number.
- (c) A permanent bid bond, or annual bid bond, may be placed on file with the Office of Budget and Management, in lieu of delivering said bond with the proposal.
- (d) Bid security will be returned to all bidders upon award of contract, or rejection of bids.
- (e) The City reserves the right to retain the lowest responsible bidders bid security for failure to enter into a contract.

#### **4.3. Withdrawal of Bid**

No bidder may withdraw its bid for a period of ninety (90) days from the date of opening bids.

#### **4.4. Delivery & Payment Terms**

All materials shall be delivered DDP, Incoterms® 2020 Springfield, IL FREIGHT PREPAID. Delivery will be considered in making the award and the Bidders/Consultants shall state, in the

spaces provided, expected delivery after receipt of Purchase Order. Failure to meet said delivery promises without prior consent of the City Purchasing Agent may be considered a breach of faith.

If payment terms are not indicated, terms of NET 45 days shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. Payment terms offering less than 20 days for payment will not be considered.

#### **4.5. Full Pricing and Contingencies**

Please quote your best net price including delivery and discounts to meet the approval of the City. Prices shall be stated in units of quantity specified. No additional charges shall be passed to the City, including any applicable taxes, delivery or surcharges. Prices quoted shall be the final cost to the City. The City shall hold the successful Bidder/Consultant to the bid pricing. Additional charges for contingencies discovered by the Bidder/Consultant at any time after the date of the opening of this bid may not be considered for payment by the City.

#### **4.6. Substitutions**

The Specification may, in some areas, be unique to a particular brand of product or type of service. If this situation exists, equal consideration will be given to all Bidders/Consultants whose items, in the opinion of the City, meets or exceeds performance in these areas.

#### **4.7. Bid Evaluation**

Bids will be evaluated and awarded to the lowest responsible, responsive Bidder. The quality of the services, conformity with the specifications, suitability to the requirements, delivery terms including length of time for delivery, qualifications and references will be taken into consideration in making an award. The City will be the sole judge of acceptability of any products offered.

#### **4.8. Quality**

The scope of work or specification is intended to procure a quality product or service. Quality must be proven to the satisfaction of the City to meet or exceed requirements as set forth in the scope of work. Items shall be manufactured according to the highest traditions of the industry and shall meet all commercial standards of quality. The City will be the sole judge of acceptable products/services. Unacceptable products/services will be rejected and suitable price adjustments be made.

It is the bidder's task to be familiar with the referenced items and to offer only products/services of equal or greater quality. Samples, when requested, must be furnished free of expense, and upon request, if not destroyed, may be returned at the Bidder's risk and expense.

#### **4.9. Recourse for Unsatisfactory Materials**

Payment shall be contingent upon the City's inspection of and satisfaction with completed work. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to the City's satisfaction by the successful bidder/consultant at no additional charge.

#### **4.10. Investigation**

Consultants must acquaint themselves with the policies of the City and may do so by contacting the Purchasing Agent. All questions as to the meaning of the scope of work must be resolved prior to the

bid submission deadline. It is the Consultant's responsibility to check with Central Purchasing Department prior to submitting their bid to ensure that they have received all Addenda issued.

#### **4.11. Proof of License, Permit, Etc.**

Consultants must provide proof of conformance with any applicable Federal/State/Local permits, licenses, certifications, etc., as stated in the scope of work/specifications section. It is the Consultant's responsibility to inquire about requirements of performing the job with the requesting department contact person.

#### **4.12. Waiver**

(a) In awarding a contract pursuant to sealed competitive bidding, the City Council may waive any variation from the bid requirements or defect in a bid which does not materially affect the competitive nature of the bid, is not in violation of any ordinance, statute or law and does not prejudice the rights of the public.

(b) The City Purchasing Agent may request clarification of a bid or any part thereof. Clarification shall mean the communication between the City and the bidder regarding the bid. Such communication shall not change the bid, the competitive nature of all bids or violate any ordinance, statute or law.

#### **4.13. Specifications**

The Specification may in some areas, be unique to a particular brand of product or type of service. If this situation exists, equal consideration will be given to all Bidders/Consultants whose items, in the opinion of the City, meets or exceeds performance in these areas.

#### **4.14. Default By Bidders/Consultants/Contractor**

In the event of default by Bidder/Consultants/Contractor, the City reserves the right to procure the services from other sources, and hold the Bidders/Consultants/Contractors liable for any excess costs occasioned thereby. Additionally, a contract shall not be assignable by the Bidders/Consultants/Contractors in whole or in part without the written consent of the City of Springfield.

#### **4.15. Performance and Payment Bond**

(a) The City may require Contractors to furnish a satisfactory performance bond and a bond for the payment of all materials used and for all labor performed in such work with good and sufficient sureties in amounts up to one hundred percent of the contract sum. In such case the Contractor shall also include in the bond a provision guaranteeing the faithful performance of any prevailing wage requirement.

(b) If, in the opinion of the City Purchasing Agent, such bonding is in the public interest the requirement shall be set forth in the Specifications contained in Section II of this booklet.

(c) When required by the Specifications, the Contractor shall furnish said bond within fourteen (14) calendar days after notification of the bid award. Failure to furnish a performance bond and a payment bond within the period specified shall be cause for rejection of the bid and any bid security may be retained by the City as payment for damages

#### **4.16. Termination**

Failure to comply with the terms and conditions as herein stated shall be cause for termination of the contract. The City will provide a written notice of unsatisfactory performance and the Bidder/Consultant or Bidders/Consultants will be allowed adequate time, typically thirty (30) days, to take corrective action and accomplish satisfactory performance. If at the end of the stated time to correct, the City may deem that the Bidder/Consultant or Bidders'/Consultants' performance is still unsatisfactory, the contract may be terminated. The exercise of its right of termination shall not limit the City's right to seek any other remedies allowed by law. The City's may also terminate the contract immediately if the applicable federal, state or City funding sources terminate or suspend funds, fail to appropriate funds, or otherwise make funds available for the contract.

#### **4.17. Rejection of Bids, Waivers or Irregularity**

The City reserves the right to reject any or all bids, to waive irregularities, and to accept that bid which is considered to be in the best interest of the City. Any such decision shall be final. Any and all bids received in response to an advertisement may be rejected by the Mayor.

#### **4.18. Prevailing Wage**

See Addendum 7.1. (If Addendum 7.1 is not attached, this Section does not apply)

#### **4.19. Responsible Bidder**

To be considered a responsible bidder on a construction contract, a bidder must comply with all of the following requirements and present satisfactory evidence of that compliance to the appropriate construction agency:

- (1) The bidder must comply with all applicable laws concerning the bidder's entitlement to conduct business in Illinois.
- (2) The bidder must comply with all applicable provisions of the Prevailing Wage Act.
- (3) The bidder must comply with Subchapter VI ("Equal Employment Opportunities") of Chapter 21 of Title 42 of the United States Code (42 USC 2000e and following) and with Federal Executive Order No. 11246 as amended by Executive Order No. 11375.
- (4) The bidder must have a valid Federal Employer Identification Number or, if an individual, a valid Social Security Number.
- (5) The bidder must have a valid certificate of insurance showing the following coverages: general liability, professional liability, product liability, workers' compensation, completed operations, hazardous occupation, and automobile.
- (6) The bidder and all bidder's subcontractors must participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.
- (7) For contracts with the City of Springfield, the City may establish additional requirements for responsible bidders. These additional requirements, if established, shall be set forth together with the other criteria contained in the invitation for bids, and shall appear in the appropriate volume of the Illinois Procurement Bulletin.

(8) The bidder must submit a signed affidavit stating that the bidder will maintain an Illinois office as the primary place of employment for persons employed in the construction authorized by the contract.

(9) The bidder must not have any judgment or convictions of any federal, state or local law or regulation. The bidder must also disclose any pending case pertaining to a violation of any federal, state or local law or regulation.

#### **4.20. Local Preference Policy**

In accordance with the requirements of Section 38.45 of the City Purchasing Code, it is the policy of the City of Springfield to afford local vendors preference in the selection of the successful bidder if (1) the lowest bidding vendor is a responsible bidder and (2) the lower responsible bidders are not local vendors and (3) the lowest bidding local vendors bid is higher than the nonlocal vendor by no more than five (5) percent in the case of a city local vendor or by no more than three (3) percent in the case of a county local vendor.

Definitions - As used in this section the following definition shall apply unless the context otherwise requires: A local vendor means a bidder has established and maintained a physical presence in the city, in the case of a city local vendor, or in Sangamon County, Illinois, outside the city, in the case of a county local vendor, by virtue of the ownership or lease of all or a portion of a commercial building for a period of not less than twelve consecutive months prior to the submission of a bid; and the local vendor employs a minimum of two full-time employees at the location in the city, in the case of a city local vendor, or in Sangamon County, Illinois, outside the city, in the case of a county local vendor, and those employees spend the majority of their work time at the location in the city, in the case of a city local vendor, or in Sangamon County, Illinois, in the case of a county local vendor; and the local vendor is legally authorized to conduct business within the State of Illinois and the city, in the case of a city local vendor, or in Sangamon County, Illinois, outside the city, in the case of a county local vendor.

This provision shall not be applied to a contract if the funding source prohibits it through law, rule or regulation.

#### **4.21. Local Labor Policy**

See Addendum 7.3. (If Addendum 7.3 is not attached, this Section does not apply).

#### **4.22. Security**

The Bidder/Consultant represents and warrants to the City that neither it nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or an entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated or Blocked Person. The Bidder/Consultant further represents and warrants to the City that the Bidder/Consultant and its principals, shareholders, members, partners, or affiliates as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as Specially Designated National and Blocked Person. The Bidder/Consultant hereby agrees to defend, indemnify and hold harmless the City of Springfield, and all City elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and

expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

#### **4.23. Indemnification**

Bidder/Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Bidder's/Consultant's legal counsel unacceptable, then Bidder/Consultant shall reimburse the City its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. The Bidder/Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of Illinois and will survive termination of this Agreement.

#### **4.24. Multi-year Contracts**

The City's fiscal year ends on the last day of February. The City's obligations on multi-year contracts and contracts extending from one fiscal year to another shall terminate immediately and without further payment being required if the City Council or applicable federal/state funding sources fail to appropriate, or otherwise make available, funds for the contract.

#### **4.25. Severability**

If any provision of this contract or any applications thereof is held invalid, such invalidity shall not affect other provisions or applications which can be given effect without such invalid provision or application.

#### **4.26. Choice of Law and Forum**

This contract is to be construed in accordance with the laws of the State of Illinois and any legal proceeding of any kind shall be filed in the Circuit Court of Sangamon County, Springfield, Illinois.

#### **4.27. Execution of Contract**

(a) The successful bidder will be required to execute the Contract Execution Page on the form provided in Section 8 of this booklet with signature acknowledged and signed in the manner set forth here.

- 1) In case of a corporation, the full legal name of the corporation and title of the officer signing must be stated, and any officer signing must be thereunto duly authorized to bind the corporation (the City reserves the right to require a certified copy of that section of Corporate Bylaws or other authorization by the Corporation which permits the person to execute the offer for the Corporation).
- 2) In the case of a partnership, the signature of at least one of the general partners must follow the firm name, using the term "member of the firm" or similar designation.

- 3) In case of a sole proprietorship, the signature of the owner must follow the firm name using the term "doing business as," "sole owner," or similar designation.
- 4) In all cases the name of the individual signing shall be typed or printed below the signature.

(b) The City reserves the right to require of any bidder, such information necessary to satisfy the City of the bidder's qualifications and to withhold formal signing of the contract until such information is received.

#### **4.28. Freedom of Information Act**

Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "ACT") places an obligation on the City to produce certain records that may be in possession of the Contractor and the Contractor's bid documents after a final award has been made. Contractor shall comply with the retention and documentation requirements of the Local Records Retention Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act (complying in all respects as if the Contractor was, in fact, the City). Upon notice from the City, Contractor shall review its records promptly and produce to the City within two business days of said notice from the City the required documents which are responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time to do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions. In the event Contractor fails to produce the requested records or fails to produce the requested records within the time period required above and the City is assessed a fine, fee or penalty for failure to timely comply with Act do to Contractor's actions, Contractor shall reimburse City for all fines, fee or penalties, including reasonable attorney's fees, paid by the City.

#### **4.29. Preference to Veterans**

In accordance with the provisions of 330 ILCS 55/1 *et seq.*, in all employment to fill positions in the construction, addition to, or alteration of all public works contracted for by the City of Springfield, preference shall be given to persons who were engaged in the military or naval service of the United States in times of war and who were honorably discharged therefrom, and all persons who were engaged in such military or naval service during any of said times of war, who are now or may hereafter be on inactive or reserve duty in such military or naval service, who were honorably discharged therefrom, not including, however, persons who were convicted by court martial of disobedience of orders, where such disobedience consisted in the refusal to perform military service on the ground of alleged religious or conscientious objections against war. But such preference shall be given only to those persons who are found to possess the business capacity necessary for the proper discharge of the duties of such employment. No person contracting for such public works is required to give preference to veterans, not residents of the City, over residents thereof, who are not veterans.

#### **4.30. Employment of Illinois Workers on Public Works Projects**

(a) In accordance with the provisions of 30 ILCS 570/1 *et seq.*, whenever there is a period of excessive unemployment in Illinois, every Contractor on a public works project or improvement shall employ only Illinois laborers on such project or improvement provided that other laborers may be used when Illinois laborers as defined in this Act are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the City Purchasing Agent.

(b) A "period of excessive unemployment" as defined by this Act means any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures.

(c) Commitment for Equal Employment Opportunity – Contractor shall adhere to the provisions of Chapter 93 of the 1988 City of Springfield Code of Ordinances, as amended, and particularly Section 93.09 regarding prohibition of unfair employment practices, and Section 93.13 regarding affirmative action programs.

Pursuant to Article VII, Chapter 38, Sections 38.62 and 38.63, of the Code of Ordinances of the City of Springfield, the City has a policy to promote and encourage: (1) the continuing economic development of minority and female owned and operated businesses; and (2) that minority and female owned and operated businesses participate in the City's procurement process as both prime and subcontractors. The Contractor shall adhere to all such provisions of Chapter 38 as relates to Equal Employment Opportunity and Affirmative Action.

(d) Preference for Domestic Products - In accordance with the requirement of Section 38.35 of the City Purchasing Code authorizing the Purchasing Agent to "take into account other pertinent considerations" in the award of contracts, it is the policy of the City of Springfield that when all other financial considerations of bids are substantially equal, preference shall be afforded in the selection of the successful bidder to companies that offer domestic products. Pursuant to the Steel Products Procurement Act, 30 ILCS 565/1 *et seq.*, all steel products used or supplied in the performance of public works contracts or subcontracts thereto involving an expenditure of \$500.00 or more shall be manufactured in the United States.

(1) Definitions - As used in this section the following definitions shall apply unless the context otherwise "Product" means any article, material or supply, whether manufactured or non-manufactured, that is to be acquired by the City.

"Domestic Product" means a non-manufactured product that has been mined or produced in the United States, or a manufactured product determined to be domestic in accordance with the rules for determination of origin prescribed below "United States" means the several States, the Commonwealth of Puerto Rico, the District of Columbia, Guam, American Samoa, the Virgin Islands, and the Commonwealth of Northern Mariana Islands.

"Substantially Equal" means that the successful bid is within two percent (2%) of the next lowest responsible bid. However, the bids shall not be substantially equal where the two percent difference is equal to or greater than Ten Thousand Dollars (\$10,000.00).

(2) Determination of Origin - In order for a manufactured product to be considered a domestic product the cost of the domestic components must exceed fifty percent (50%) of the cost of all its components, and the final assembly of the components to form the end product must take place in the United States.

In determining the origin of components, each component must be treated as either entirely domestic or entirely foreign, based on the place where the component is mined, produced, or manufactured. Components of unknown origin must be treated as foreign. The origin of subcomponents of components is immaterial.

Transportation costs to the place of incorporation into the end product and, in the case of foreign components, applicable duties, must be included in determining component costs. The cost of a component is the price that a manufacturer must pay to a Subcontractor or supplier for components. If the component is manufactured by the bidder or offeror, the cost of the component is the cost of labor and materials incorporated into the component and an allowance for profit and administrative and overhead costs attributable to that component under normal accounting principles.

"Component" means any article, material, or supply, whether manufactured or unmanufactured, directly incorporated into a product at the point of final assembly. In construction projects, materials delivered to the job site and incorporated directly into the improvement are components.

- (3) Waiver by the City - The requirements of this Section may be waived where the Purchasing Agent and the Director of the Office of Budget and Management or their designees, jointly certify in writing to the Mayor that:

The City is in need of products, including spare parts, in order to either economically operate equipment or systems procured by the City prior to the effective date of this ordinance, or to meet public health, safety, or welfare concerns; or

The specified products are not manufactured or produced in the United States in sufficient commercial quantities or of a satisfactory quality to meet the City's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements; or

Federal or State funding could be jeopardized or the application of this requirement would otherwise be inconsistent with the best interest of the City.

#### **4.31. Change Orders and Modifications**

Any and all change to the contract, including change orders, shall be requested in writing to the Purchasing Agent or designated contact person, including the reason(s) and supportive documentation for the requested change. Any and all change orders shall also comply with and be subject to Section 33E-9 of the Illinois Criminal Code.

#### **4.32. Specifications Shall Control**

In case of any conflict between these Instructions and the Specifications contained in Section 4 "Scope of Work" and Section 5 "Proposal Pricing", the Specifications contained therein shall control.

#### **4.33. Asbestos**

Unless otherwise provided in the Specifications, Contractors are forbidden to disturb any material suspected of containing asbestos. Asbestos has traditionally been used in insulating materials, fireproofing, acoustical products and roofing materials. The Contractor shall pay particular attention to

these areas. If the Contractor has any questions about any material, he should contact the Department of Building and Zoning at (217)789-2171.

#### **4.34. Sales Tax Exemption**

(a) Pursuant to State law, the City of Springfield is exempt from the payment of sales tax on any item it buys directly from a supplier. If the Contractor purchases items for the use of the City, the Contractor is also exempt from sales tax on items which at the end of the project become the property of the City of Springfield.

(b) Items which do not become the property of the City and items which are used up in construction (an example would be fuel oil for machinery) are taxable. Any questions about the taxability of specific items can be resolved by the Illinois Department of Revenue.

#### **4.35. Entire Contract Clause**

"Contract Documents" or "Documents" as used herein, shall refer to the Notice, Instructions to Bidders and General Conditions, Specifications and Drawings (if applicable), Proposal Form and Bid Sheet, the Contract Execution Page and any applicable addenda and any modifications thereof incorporated in the Documents. The Contract Documents form the entire contract and represent the final agreement between the parties' subject only to modifications hereinafter agreed upon in writing and signed by the parties in accordance with these instructions.

#### **4.36. Applicable Laws and Acts**

The bidder's attention is directed to the fact that all applicable federal, state and municipal laws, ordinances, rules and regulations, and codes of all authorities having jurisdiction shall apply to the Contract Document throughout and they are deemed to be included herein the same as though herein written out in full; including but not limited to the Occupational Health and Safety Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the National Labor Relations Act, the Federal Civil Rights Act, the Illinois Human Rights Act, the Illinois Wage and Hour Law, and the Prevailing Wage Act, and Percentages of city resident work hours on construction projects with an estimated contract value of \$100,000 or more. Failure to comply with Federal, State, and Local Laws on prior bids and prior contract work may result in disqualification of a bidder on a subsequent bid. Contracts subject to bidding requirements shall be awarded to the lowest responsible bidder which includes consideration of a bidder's compliance with Federal, State, and Local Laws. (See Section 38.35 of the City Code)

# **REQUIRED FORMS**

**UNLESS OTHERWISE  
STATED IN SECTION 3,  
ONLY SECTIONS 5 & 6  
OF THIS BOOKLET NEED  
TO BE SUBMITTED FOR  
BIDDING.**

**SECTION V**

**5. PROPOSAL PRICING**

**CITY OF SPRINGFIELD**  
**SPRINGFIELD POLICE ACADEMY**  
**BERM REMEDIATION (FIRING RANGE LEAD MAINTENANCE)**  
**PROPOSAL PAGE**

Vendor Submission should include the following information in their proposal:

1. Experience and Qualifications (25 points): Proven expertise in lead remediation at shooting ranges and compliance with public works projects.
2. Technical Approach (25 points): Quality, feasibility, and adherence to EPA, IEPA, and ILETSB standards, including safety and environmental controls.
3. Cost (30 points): Reasonableness and completeness of the cost proposal, including adherence to Sangamon County prevailing wage rates.
4. Schedule (10 points): Ability to complete the project efficiently with minimal disruption to academy operations.
5. Compliance and References (10 points): Evidence of regulatory compliance and positive feedback from prior clients.



Phone: (217) 498-6760

Fax: (217) 498-6768

## Lead Remediation Proposal – Shooting Range Berm

### Prepared for:

City of Springfield, Illinois  
300 S. Seventh Street, Room #200  
Springfield, Illinois 62701

### Prepared by:

Abateco Inc.  
2710 S. 13th Street, Springfield, IL 62703

## Summary

The purpose of this project is to excavate, process, and reconstruct the berms to remove lead contamination, ensuring compliance with Illinois Environmental Protection Agency (IEPA) regulations and Illinois Law Enforcement Training & Standards Board (ILETSB) range inspection requirements.

## Background and Site Description

**Site Location:** 3501 Color Plant Road, Springfield, IL 62702

**Berm Details:** Two berms: East Range and West Range, each approximately 120 feet wide and 20 feet high, serving as bullet backstops.

## Objectives

- Excavate approximately 2 feet of soil from the East and West Range berms.
- Process excavated soil using specialized equipment to separate lead particles for recycling.
- Collect and transport lead to an EPA-approved recycling facility.
- Treat residual lead in excavated soil using chemical stabilization to render it non-hazardous per IEPA standards.
- Ensure treated soil meets IEPA requirements for lead levels and leachability (TCLP).
- Reconstruct berms to original dimensions using remediated or replacement soil, with erosion control measures.
- Verify reconstructed berms meet ILETSB safety and operational standards.

## Regulatory Framework

- U.S. EPA Best Management Practices for Lead at Outdoor Shooting Ranges (RCRA)
- All State/Local environmental regulations
- OSHA standards for worker safety and lead exposure
- Illinois Prevailing Wage Act compliance (820 ILCS 130/)
- Project Labor Agreement adherence with local labor unions

## Scope of Work

2026-094

**Site Preparation:**

- Mobilization of equipment
- Erosion and sediment controls
- Establishment of exclusion zones

**Soil and Lead Recovery:**

- Excavation and mechanical sifting of berm soil
- Segregation of lead shot and bullets for recycling
- Stockpiling and covering of processed soil
- Proper transportation of recovered lead materials
- Treatment of remaining soil for lead residue

**Verification Sampling:**

- Collection of soil samples post-remediation
- Laboratory analysis for lead concentrations
- Comparison with cleanup criteria
- Verification of lead stabilization via TCLP analysis

**Site Restoration:**

- Backfilling and grading of berms with stabilized soil
- Re-vegetation or seeding
- Removal of temporary controls

## Health and Safety Plan

- Worker training and PPE compliance as per OSHA standards (Action Level: 30 µg/m³, PEL: 50 µg/m³, 8-hour TWA)
- HAZWOPER-level training for all employees
- Dust suppression using misting systems
- Air monitoring and blood lead testing
- Adherence to emergency response procedures

## Schedule and Milestones

Task	Duration
Mobilization	2 shifts per berm
Excavation & Screening	12 shifts per berm
Verification Sampling	1 shift per berm
Final Restoration	5 shifts per berm
<b>Total duration: 40 shifts</b>	

## Contractor Qualifications

Abateco Inc. (Springfield, IL), with partners Midwest Service Group (St. Peters, MO), Reliable Environmental (Springfield, IL), and Midwest Crush and Screen (Crestwood, IL), has extensive experience in comparable lead remediation projects.

### **Selected Project Experience:**

- Ultimate Defense Shooting Range, St. Peters, MO. Bi- Annual Lead Remediation (2025)
- Site Firearms Training Facility, Mount Carroll, IL. Lead Remediation of Berm (2024)
- Missouri State Patrol Shooting Range, O'Fallon, MO. Annual Lead Remediation (2023)
- GSA Goodfellow Federal Center, St. Louis, MO. Lead Remediation of Berm (2022)
- August A. Busch Shooting Range, St. Charles, MO Lead Remediation of Berm (2022)
- Mc Henry Sportsman Club McHenry, IL. Lead Remediation of Berm (2022)
- Spring Green Rod and Gun Club , Springgreen, WI. (2020)
- Illinois State Armory Springfield, IL. - Lead Analysis
- Pontiac Readiness Center Pontiac, IL. - Lead Analysis
- Illinois State Police Pawnee, IL. - Lead Analysis
- EIU Lantz Gym Charleston, IL. - Lead Analysis
- DACC Hegeler Hall Danville, IL. Lead Analysis

### **Proposal Summary**

Abateco Inc. proposes to furnish all labor, supervision, equipment, and materials for excavation, processing, and reconstruction of the berms to remove lead contamination in compliance with IEPA and ILETSB standards.

**Project Classification:** Public works project under Illinois Prevailing Wage Act. Compliance required for all contractors and subcontractors.

#### **Scope of Services:**

- Site Assessment and Planning
- Soil Excavation, Lead removal & Recycling
- Soil Treatment & Stabilization (using Blastox)
- Berm Reconstruction

#### **Total Project Cost:**

**\$ 209,00.00**

\*The value of all recycled lead will be provided to the Range as an off-set to project costs.

For questions or comments, contact: Robert Talavera  
Abateco Inc.  
(618) 406-1288  
3309 Robbins Rd., Springfield, IL 62704

# Agreement for Lead Remediation

Outdoor Shooting Range Berms (East and West Ranges)  
City of Springfield, Illinois

<b>Effective Date</b>	February 5, 2026
<b>Owner</b>	City of Springfield, Illinois 300 S. Seventh Street, Room #200, Springfield, Illinois 62701
<b>Contractor</b>	Abateco Inc. 2710 S. 13th Street, Springfield, IL 62703 Attn: Robert Talavera, President   (618) 406-1288
<b>Project</b>	Lead Remediation - Shooting Range Berms (East Range and West Range) <b>Project Location:</b> 3501 Color Plant Road, Springfield, IL 62702
<b>Contract Sum (Stipulated)</b>	<b>\$209,000.00</b>

This Agreement sets forth the terms under which the Contractor will furnish all labor, supervision, equipment, and materials necessary to perform lead remediation work at the City's outdoor shooting range berms. The Work is further described in Exhibit A (Lead Remediation Proposal - Shooting Range Berms) and the Contract Documents listed in Section 6.

**Signature Page** (executed pages follow)

2026-004

## 1. The Work of this Contract

1.1 The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

1.2 The Work includes, without limitation: mobilization; erosion and sediment controls; establishment of exclusion zones; excavation and mechanical screening/sifting of berm soil; segregation and transport of recovered lead to an EPA-approved recycling facility; chemical stabilization of remaining soil (Blastox or approved equal); verification sampling and laboratory analysis (including TCLP as required); and reconstruction of berms comparable to original dimensions.

## 2. Date of Commencement and Substantial Completion

2.1 Commencement. The date of commencement of the Work shall be established by the Owner's written Notice to Proceed (NTP). Anticipated NTP: March 2, 2026 (TBD).

2.2 Contract Time. The Contractor shall achieve Substantial Completion of the entire Work within forty (40) work shifts after the date of commencement, subject to adjustments for approved delays, weather conditions, and Change Orders.

2.2.1 Definition of Work Shift. A "work shift" means one (1) scheduled workday on site, up to eight (8) hours unless otherwise approved in writing by the Owner.

2.3 Substantial Completion. Substantial Completion will be deemed achieved when: (a) both berms have been reconstructed and stabilized, and (b) verification sampling results and required documentation have been submitted to the Owner confirming treated soil meets applicable IEPA requirements for lead levels and leachability (TCLP).

## 3. Contract Sum

3.1 Stipulated Sum. The Owner shall pay the Contractor the Contract Sum of \$209,000.00, subject to additions and deductions as provided in the Contract Documents.

3.2 Recovered Lead Recycling Credit. All recovered lead shot and projectile fragments are the property of the Owner. The Contractor shall segregate and transport recovered lead to an EPA-approved recycling facility and provide weigh tickets and settlement statements. The net proceeds from recycling shall be credited to the Owner as an offset to project costs and will be shown as a credit on the next Application for Payment after settlement, or on the Final Application for Payment if later. Recycling fees are not including in the stipulated sum and may be deducted from the ticketed proceeds. Documentation of these fees shall be provided to the owner, as they are accumulated, for clarification.

## 4. Payment

4.1 Progress Payments. The Contractor shall submit Applications for Payment at completion of each phase of work identified in Exhibit B, with supporting documentation (including certified payrolls when required). Subject to Owner approval, the Owner shall make progress payments in accordance with the Contract Documents and applicable law.

2035-054

4.2 Interest. Payments due and unpaid under the Contract shall bear interest as follows: **No interest.**

4.3 Final Payment. Final payment, constituting the entire unpaid balance of the Contract Sum (less any credits, including lead recycling proceeds), shall be made no later than thirty (30) days after issuance of the final certificate of payment or as otherwise required by law.

## 5. Dispute Resolution

5.1 Claims not resolved by mediation shall be resolved by litigation in a court of competent jurisdiction, unless the parties agree otherwise in writing.

## 6. Enumeration of Contract Documents

- 1 This Agreement for Lead Remediation - Shooting Range Berms (dated as executed).
- 2 Exhibit A: Scope of Work (incorporates Springfield Berm Proposal, approved 2026).
- 3 Exhibit B: Schedule and Milestones (based on the proposal's 40-shift plan).
- 4 Exhibit C: Insurance Requirements.
- 5 Exhibit D: Prevailing Wage, Certified Payroll, and Labor Compliance.
- 6 Change Orders and written modifications executed after the Effective Date.

**6.1 Order of Precedence.** If there is a conflict among the Contract Documents, the following order of precedence shall apply: (1) this Agreement and executed Change Orders; (2) Exhibits B, C, and D; (3) Exhibit A summary; and (4) the incorporated Springfield Berm Proposal.

**6.2 Reference Attachments.** Any documents attached for convenience but not listed above are not Contract Documents and do not modify the Agreement.

## 7. General Provisions

7.1 Standards and Compliance. The Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations, including OSHA requirements for worker safety and lead exposure controls, and the Illinois Prevailing Wage Act (820 ILCS 130/), as applicable.

7.2 Safety and Health. The Contractor shall implement a site-specific Health and Safety Plan, including appropriate PPE, dust suppression, training requirements, air monitoring as necessary.

7.3 Environmental Controls and Documentation. The Contractor shall establish exclusion zones, control dust using misting systems or equivalent (subject to freezing conditions) and maintain records of waste handling, recycling, and laboratory results. Verification sampling results and closeout documentation shall be submitted to the Owner prior to final payment.

7.4 Subcontractors. The Contractor may utilize qualified subcontractors and specialty partners, including (as proposed) Midwest Service Group, Reliable Environmental, and Midwest Crush and Screen, provided the Contractor remains fully responsible for the Work and compliance of all subcontractors.

7.5 Changes in the Work. Changes shall be authorized only by written Change Order executed by the Owner and Contractor. Contract Time and Contract Sum shall be adjusted as stated in the Change Order.

7.6 Termination. The Owner may terminate for cause upon written notice if the Contractor fails to perform the Work in accordance with the Contract Documents and does not cure within a reasonable time. The Contractor may terminate for nonpayment as permitted by law after providing written notice and an opportunity to cure.

7.7 Notices. Notices required under this Agreement shall be in writing and delivered to the addresses listed on the cover page (or to updated addresses provided by written notice).

## **Exhibit C - Insurance and Bonds Requirements**

C.1 Contractor's Insurance. The Contractor shall purchase and maintain insurance until twelve (12) months after final payment, including at minimum:

- Workers' Compensation: statutory; Employer's Liability: \$1,000,000.
- Commercial General Liability: \$1,000,000 combined single limit (or \$1,000,000/\$1,000,000 each occurrence) with products/completed operations and broad form.
- Automobile Liability: \$1,000,000 combined single limit (or \$1,000,000/\$1,000,000 each occurrence).
- Pollution Liability: \$1,000,000 per occurrence (or as required by the Contract Documents).
- Umbrella Liability extending the above: \$2,000,000.

C.2 Certificates and Additional Insureds. The Contractor shall provide certificates of insurance acceptable to the Owner prior to commencement, upon renewal, and upon request. The Owner (and its representatives as designated) shall be named as additional insured on the Contractor's CGL and umbrella policies for ongoing and completed operations, primary and non-contributory.

C.3 Bonds. No bonds are required unless specifically required in writing by the Owner and stated in the Contract Documents.

## **Exhibit D - Prevailing Wage, Certified Payroll, and Labor Compliance**

D.1 Prevailing Wage. The Work is a public works project. The Contractor and all subcontractors shall pay no less than the prevailing wage rates as determined by the Illinois Department of Labor for the county where the Work is performed and shall post current prevailing wage rates at the site.

D.2 Project Labor Agreement. The Contractor shall comply with any Project Labor Agreement requirements applicable to this Project and coordinate with local labor unions as required.

## **Exhibit A - Scope of Work (Incorporates Lead Remediation Proposal)**

The Springfield Berm Proposal (approved 2026) is incorporated into this Agreement by reference. The following summary is provided for convenience; in the event of conflict, the incorporated proposal and this Agreement control per the order of precedence in Section 6.1.

- Excavate approximately 2 feet of soil from both the East Range and West Range berms (each approx. 120 feet wide and 20 feet high).
- Process excavated soil using mechanical screening to separate lead particles for recycling.
- Transport recovered lead to an approved recycling facility; provide documentation and apply recycling value as a project credit.
- Chemically stabilize remaining soil (Blastox or approved equal) to render it non-hazardous per IEPA standards and confirm via TCLP as required.
- Collect post-remediation verification samples; perform laboratory analysis and compare results to cleanup criteria.
- Reconstruct berms comparable to original dimensions.
- Demobilize and remove temporary controls; provide closeout documentation.

Health and Safety Plan elements include worker training and PPE, dust suppression (misting systems), air monitoring, and emergency response procedures if applicable.

## Exhibit B - Schedule and Milestones

The baseline schedule is derived from the proposal's task durations and is measured in work shifts (as defined in Section 2.2.1).

<b>Task</b>	<b>Duration (per berm)</b>	<b>Notes</b>
Mobilization / Setup	2 shifts	Equipment mobilization, erosion controls, exclusion zones
Excavation & Screening	12 shifts	Excavate and mechanically sift soil; segregate lead; stockpile processed soil
Verification Sampling	1 shift	Collect samples; coordinate lab analyses (lead and TCLP as required)
Final Restoration	5 shifts	Backfill, grade, berm reconstruction, demobilization
Total (both berms)	40 shifts	Baseline total duration for both berms

Weather delays, laboratory turnaround times, Owner access constraints, and unforeseen site conditions may require schedule adjustments via written Change Order or Owner-approved schedule update.

## Execution

This Agreement is entered into as of the Effective Date stated above. By signing below, the parties certify that they are authorized to execute this Agreement and agree to be bound by its terms.

**OWNER (City of Springfield, Illinois)**

**CONTRACTOR (Abateco Inc.)**

By: \_\_\_\_\_  
GEM

By:  \_\_\_\_\_

Name/Title: \_\_\_\_\_

Name/Title: Robert Talavera, President

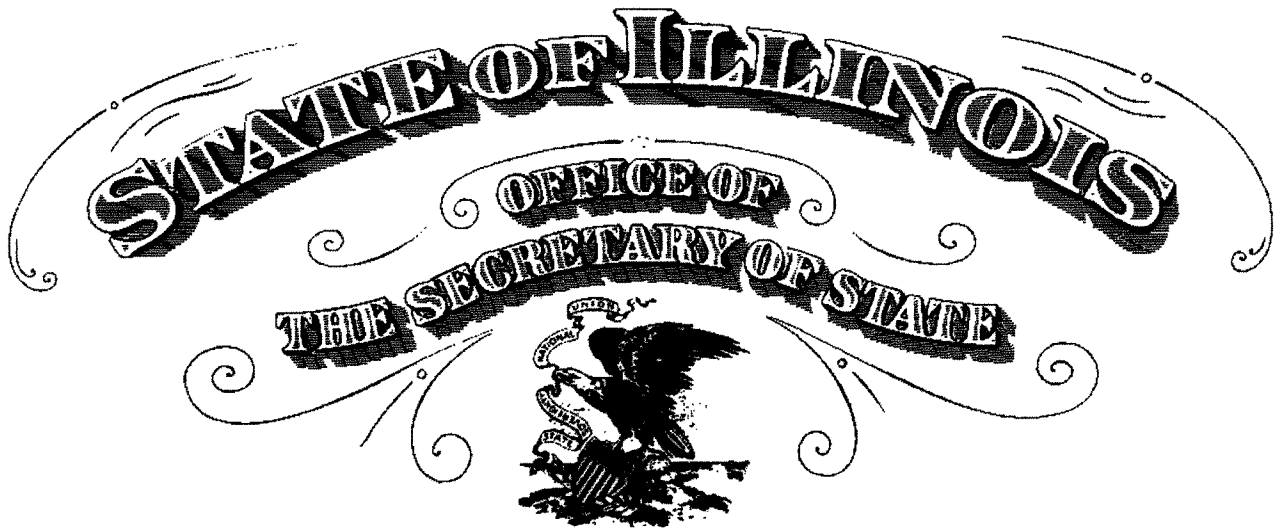
Date: \_\_\_\_\_

Date: 02/05/2026

**Attachments for reference:** Springfield Berm Proposal (approved 2026). The AIA template contract is attached for convenience only and is not a Contract Document unless expressly listed in Section 6.

File Number

6055-816-7



**To all to whom these Presents Shall Come, Greeting:**

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

ABATECO, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JUNE 29, 1999, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



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

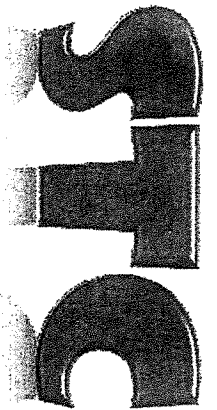
Authentication #: 2525402668 verifiable until 09/11/2026  
Authenticate at: <https://www.ilsos.gov>

A handwritten signature in cursive script, reading "Alexi Giannoulas".

SECRETARY OF STATE

2026-004





# SAFETY TRAINING CENTER

6520 Manchester Avenue, St. Louis, MO 63139 \* Phone: 314-652-4STC

Environmental and Occupational Safety & Health Training

*Does hereby certify*

**Robert Talavera**

505 E. Wineman, Auburn, IL 62615

*Has successfully completed Educational Curriculum, the required demonstrated proficiency, and the examination on the subject of Sampling and Evaluating Airborne Asbestos Dust*

**NIOSH 582 Equivalent**

**Method 7400**

**Class Date:**

**April 23-27, 2012**

**Examination Date:**

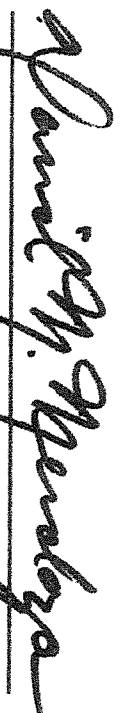
**04/27/2012**

**STC Certificate Number:**

**STC-042272012-0004NIOSH582E**

**Certification Expiration:**

**N/A**

  
David M. Mendoza – President/Training Director  
Certified Environmental Specialist  
OSHA Authorized Instructor

20120902

**SECTION VI**

**6. CERTIFICATIONS**

1. The undersigned bidder submits with this proposal and bid sheet, all information as called for, together with complete manufacturer's specifications covering any equipment bid upon.
  
2. The following proposal or bid sheet may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof. If written notice of the acceptance of this proposal or bid sheet is mailed, telegraphed or otherwise delivered to the undersigned within ninety (90) calendar days after the date of opening of the bids, or any time thereafter before this bid is withdrawn, the undersigned will, within ten (10) calendar days after the date of such mailing, telegraphing or delivery of such notice, execute and deliver the Contract Execution Page provided in Section 8 of this booklet.

The undersigned bidder hereby designates as his office to which such notice of acceptance may be mailed, telegraphed or delivered as follows:

**Name of Vendor:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Vendor Address:** \_\_\_\_\_

**Vendor E-Mail:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

3. The undersigned bidder states that he has been regularly engaged in work of the type required by the specifications herein for \_\_\_\_\_ years and respectfully invites your attention to the following products and/or services:

---

---

---

4. 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.

Please confirm

\*Response required

5. 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.

Please confirm

\*Response required

6. 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.

Please confirm

\*Response required

7. The undersigned bidder agrees to make and comply with the commitments to provide equal employment opportunity in accordance with the requirements of Title 9, Chapter 93, and Section 93.13 of the Code of the City of Springfield as described in paragraph 4.30(c) of the Terms and Conditions.

Please confirm

\*Response required

8. In order to receive the Preference for Domestic Products, the bidder must certify the products being offered conform to the definition of "Domestic Product" described in paragraph 4.30(d) of the Terms and Conditions.

Please confirm

\*Response required

9. All contractors bidding on Annual Goal Contracts with the City shall, in accordance with the requirements contained in this booklet pertaining to minority and female owned businesses, certify to the availability or non-availability of Subcontracting Opportunities by selecting the statement below that applies to this bid. If the contractor certifies to (b) the contractor is required to attach proof of publication and complete the MBE/FBE Utilization Form attached hereto as Attachment A or M/FBE Participation Waiver Request found in Attachment B.

(a) The undersigned bidder will not award subcontracts in the performance of this contract.

(b) The undersigned bidder will award subcontracts in the performance of this contract and all proposals received from the interested MBE/FBE businesses are listed on Attachment A (with Attachment B Waiver if applicable).

Please select one

\*Response required

10. In order to receive the preference for local bidders described in paragraph 4.20 of the Terms and Conditions, the bidder must certify by placing his/her signature in the space provided below, that the bidder has established and maintained a physical presence with the City in accordance with City of Springfield Code of Ordinances, Section 38.45.

Local Vendor – City of Springfield, Illinois

Local Vendor – Sangamon County, Illinois

Non-Local Vendor

Please select one

\*Response required

11. The undersigned bidder hereby certifies that it and any subcontractors who will be performing work under this public works project are participants in an applicable apprenticeship and training program or programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.

Please confirm

\*Response required

12. Pursuant to the City of Springfield Code of Ordinances, Section 38.23 (a) (1), each bidder must supply with its proposal, a complete, accurate and truthful listing and description of all citations, complaints, summons, decisions, determinations, judgments, or other allegations or findings relating to any violation of State or Federal laws. Any bidder who willfully fails or refuses to include the information required, or whose report of such information is substantially incomplete, inaccurate, or untruthful shall be disqualified and its bid shall be rejected.

None

List Attached

\*Response required

13. The undersigned bidder hereby certifies that the following is a complete, accurate and truthful listing and description of all information required pursuant to the City of Springfield Code of Ordinances, Section 38.23 (a) (1).

Please confirm

\*Response required

We certify:

13 (a) If your organization is a corporation, limited liability company, limited liability partnership, or limited partnership, etc., you must provide a copy of your current certification of good standing from your State of incorporation with your bid. Failure to do so may result in the rejection of your bid.

13 (b) Pursuant to Illinois law as it pertains to foreign corporations, foreign limited liability companies, foreign limited liability partnerships, or foreign limited partnerships; you may be required to register with the Illinois Secretary of State. A foreign entity is an entity organized or incorporated in a state other than Illinois. The undersigned bidder hereby certifies that it has examined the relevant statutes and determined that either: (1) It is not required to register as a foreign entity with the Illinois Secretary of State; or (2) It is required to register as a foreign entity with the Illinois Secretary of State, that is has so registered, and that proof of registration is attached hereto

Please select (a) or (b)

\*Response required

14. Pursuant to Section 38.47 of the City of Springfield Code of Ordinances, 1988, as amended, the undersigned bidder hereby certifies that it and any subcontractors (if any) it employs to perform work under a contract for the City of Springfield does not employ unauthorized aliens as defined in the Federal Immigration and Nationality Act (8 U.S.C. 1101, *et seq.*, Section 274A).

Please confirm

\*Response required

I hereby certify that, to the best of my knowledge, the provided information is true and accurate.

---

*Signature of Bidder*

---

*Print Name & Title*

2025-03-4

**ATTACHMENT A**  
**SUBCONTRACTOR UTILIZATION STATEMENT**

**Section I** (select all that apply)

- Minority Business Enterprise /Female Business Enterprise Subcontractor(s) will be utilized on this project
- Non Minority Business Enterprise /Female Business Enterprise Subcontractor(s) will be utilized on this project
- No subcontractors will be utilized on this project (if selected, Attachment B is not required.)

**Section II**

Prime Contractor \_\_\_\_\_  
 Project \_\_\_\_\_  
 Total Contract Value: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Ownership Status: MBE  FBE  Non-MBE/FBE

**Section III**

*Selected Subcontractors*

Subcontractor Name	MBE,FBE or Non M/FBE	Amount	% of Total Contract	Scope of Work
<b>TOTALS</b>				

*\* If more than seven firms are utilized, please copy the form and attach the additional information*

**Section IV**

*Subcontractors that submitted bids but were not selected (M/FBE Only)*

Subcontractor Name	Scope of Work Bid	Denial Reason


*\*If more than seven firms submitted quotes, please copy the form and attach the additional information.*

**Section V**

**Subcontractors Contacted (M/FBE Only)**

Subcontractor Name	Method of Contact	Contact Outcome

*\*If more than seven firms submitted quotes, please copy the form and attach the additional information.*

**Section VI**

Prime Contractors have an obligation to make a good faith effort to advance the City's commitment to increase diversity among the firms working on City Annual Goal Contracts.

**This form must be completed and submitted with bid.** *ALL subcontractors intended for use on this project shall be listed in Section III above; along with the total amount to be paid to the subcontractors; percentage of total contract; and scope of work. If for whatever reason the prime contractor has to utilize a subcontractor not listed above, they must submit a Notification of Change in Participate.*

*The undersigned certifies that the information included herein is true and correct; the subcontractors listed above have agreed to perform the scope of work described. The undersigned further certifies that it has no controlling, dominating or conflict of interest in any of the listed subcontractors.*

**Section VII**

**BIDDER CERTIFICATION REGARDING THE USE OF MINORITY AND FEMALE OWNED BUSINESSES**

I \_\_\_\_\_ do hereby certify that:  
(Name)

1. I am \_\_\_\_\_ of the \_\_\_\_\_  
(Position) (Name of Company)

and have authority to execute this certification on behalf of the firm.

2. This firm, its partners or directors and officers do not possess a controlling interest in

ownership or conflict of interest or any other authority to control the minority and/or female owned business to be used during the performance of the above referenced contract.

Name of Company \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Corporate Seal (where appropriate)

**Section VIII**

- Minority-Owned Business
- Female-Owned Business
- Not Applicable

**CERTIFICATION FOR MINORITY OR FEMALE OWNED BUSINESSES**

I \_\_\_\_\_ do hereby certify that:  
(Name)

1. I am \_\_\_\_\_ of the \_\_\_\_\_  
(Position) (Name of Company)

and have authority to execute this certification on behalf of the firm.

2. This firm is a: (check one only)

Minority Owned Business (MBE) including ownership and control, as defined by Article VII, Chapter 38 of the 1988 Springfield Code of Ordinances, as amended.

Female Owned Business (FBE) including ownership and control, as defined by Article VII, Chapter 38 of the 1988 Springfield Code of Ordinances, as amended.

3. List major trades or type of business your firm is engaged in \_\_\_\_\_

Number of years in trade of business \_\_\_\_\_

4. I will provide, upon written request, through the general contractor or, if no general contractor, directly to the Springfield Office of Community Relations (SOCR), current, complete, and accurate information regarding:

A. This firm's eligibility to be certified as a MBE/FBE.

- B. Actual work performed on any project and the payment thereof and,
  - C. Any proposed changes, in the status of the firm which would render this certificate inaccurate.
5. If this firm is currently certified by any Federal, State or local agency please identify the agency below and attach letter of certification or other proof of certification.

\_\_\_\_\_  
(Name of Certifying Agency)

6. This firm will permit SOCR to audit and examine its books, records and files for the purpose of verifying the above information.

Name \_\_\_\_\_ of \_\_\_\_\_ Firm:

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Phone:

\_\_\_\_\_  
Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Corporate Seal (where appropriate)

Signature of Prime Contractor: \_\_\_\_\_

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

**ATTACHMENT B**

**M/FBE PARTICIPATION WAIVER REQUEST**

(Submit if Sub-Contractors are to be utilized and % outlined in Addendum 7.4 not met)

**Prime Contractor:** \_\_\_\_\_

**Project:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

We hereby request to waive all of the MBE and FBE participation goals on the above named project and subcontract with Non-M/FBEs for the following reason(s). We further affirm that the stated reasons and documents provided are true and correct and not misleading:

**(CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED WHERE INDICATED.)**

- 1. No qualified M/FBEs responded to our invitation to bid.
- 2. Describe good faith efforts (attach explanation)
- 3. Describe why waiver is necessary even though   
received qualified M/FBE proposals (attach explanation)

**SIGNED:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Company Official

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_

(seal) \_\_\_\_\_  
Notary Public

**FOR OFFICE USE ONLY**

Approved

Disapproved

**Reviewed by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

2025-02-14

**SECTION VII**

**7. ADDENDA**

7.1 Prevailing Wage

7.2 Project Labor Agreement

7.3 Local Labor

7.4 MBE/FBE Policy

7.5 Insurance

## ADDENDA 7.1 - PREVAILING WAGE

### PREVAILING WAGE REQUIREMENTS FOR THIS PROJECT:

This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* (“the 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” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at:

<http://www.state.il.us/agency/idol/rates/rates.HTM>.

All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage, notice and record keeping duties.

1. This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* (“the 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” (hourly cash wages plus fringe benefits) in the county where the work is performed. For more information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. The prevailing rates of wages are revised by the Illinois Department of Labor and are available on the Department’s official website.

The wages of employees paid by Contractors or Subcontractors on contracts involving “public works” as defined in the Prevailing Wage Act (820 ILCS 130/1 *et seq.*, as amended), must be not less than the general prevailing hourly rates paid for work of a similar character in Sangamon County, Illinois. Public works projects include, but are not limited to, any maintenance, repair, assembly, or disassembly work performed on equipment whether that equipment is owned, leased, or rented. Public works projects also include all fixed works that are paid for in whole or in part with public funds. Contractors are instructed to read the Prevailing Wage Act in its entirety for complete information.

2. For a copy of the prevailing wages for construction trades in Sangamon County, Illinois, as determined and published by the Illinois Department of Labor please refer to the IDOL’s website at <http://www.state.il.us/agency/idol/rates/rates.HTM>.

All requests for interpretations of or determinations concerning the applicability of the Prevailing Wage Act must be directed to the Illinois Department of Labor.

3. Any contractor and each subcontractor who participates in public works shall:
  - (1) make and keep, for a period of not less than 3 years from the date of the last payment on a contract or subcontract for public works, records of all laborers, mechanics, and other workers employed by them on the project ; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day; and
  - (2) no later than the tenth day of each calendar month file a certified payroll for the immediately preceding month with the City in accordance with the procedures to be provided for the electronic submission of certified payroll. A certified payroll must be filed for only those calendar months during which construction on a public works project has occurred. The certified payroll shall consist of a complete copy of the records identified in paragraph (1) of this subsection (a), but may exclude the starting and ending times of work each day. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor or an officer, employee, or agent of the contractor which avers that; (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor. A general contractor is not prohibited from relying on the certification of a lower tier subcontractor, provided the general contractor does not knowingly rely upon a subcontractor's false certification. Any contractor or subcontractor subject to this Act and any officer, employee, or agent of such contractor or subcontractor whose duty as such officer, employee, or agent it is to file such certified payroll who willfully fails to file such a certified payroll on or before the date such certified payroll is required by this paragraph to be filed and any person who willfully files a false certified payroll that is false as to any material fact is in violation of the Act and guilty of a Class A misdemeanor. The public body in charge of the project shall keep the records submitted in accordance with this paragraph (2) of subsection (a) for a period of not less than 3 years from the date of the last payment for work on a contract or subcontract for public works. The records submitted in accordance with this paragraph (2) of subsection (a) shall be considered public records, except an employee's address,

telephone number, and social security number, and make available in accordance with the Freedom of Information Act. The public body shall accept any reasonable submissions by the contractor that meet the requirements of this Section. (b) Upon 7 business days notice, the contractor shall make available for inspection and copying at a location within this State during reasonable hours, the records identified in paragraph (1) of subsection (a) of this Section to the public body in charge of the project, its officers and agents, the Director of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors. (820 ILCS 130/5)

If the information provided by the Contractor and Subcontractor reasonably shows a violation of the Prevailing Wage Act, then the Purchasing Agent shall notify the Contractor and Subcontractor of the possible violation by certified mail. If the Contractor and Subcontractor does not cure the violation, or provide the Purchasing Agent with sufficient information demonstrating compliance with the Prevailing Wage Act within five business days of the Contractor's and Subcontractor's receipt of the Purchasing Agent's written notice of possible violation, then the Purchasing Agent, after consulting with the Office of Corporation Counsel, shall refer this matter to the Illinois Department of Labor for the purpose of conducting an investigation and hearing to determine whether a violation has occurred.

It is a Mandatory requirement upon the Contractor or their Construction Manager to post the applicable Prevailing Wage Rates for each craft or type of work or mechanic needed to execute the contract, project, or work to be performed, (820 ILCS 130/4 *et.seq.*).

Any officer, agent or representative of any public body who willfully violates, or willfully fails to comply with, any of the provisions of this Act, and any contractor or subcontractor and any officer, employee, or agent thereof, who as such officer, employee, or agent, has a duty to create, keep, maintain, or produce any record or document required by this Act to be created, kept, maintained, or produced who willfully fails to create, keep, maintain or produce such record or document as or when required by this Act, is guilty of a Class A misdemeanor.

The Department of Labor shall inquire diligently as to any violation of this Act, shall institute actions for penalties herein prescribed, and shall enforce generally the provisions of this Act. The Attorney General shall prosecute such cases upon complaint by the Department or any interested person. (820 ILCS 130/6).

The Director of the Department of Labor shall publish in the Illinois Register no less often than once each calendar quarter a list of contractors or subcontractors found to have disregarded their obligations to employees under this Act. The Department of Labor shall determine the contractors or subcontractors who, on 2 separate occasions within 5 years, have been determined to have violated the provisions of this Act. Upon such determination the Department shall notify the violating contractor or subcontractor. Such contractor or subcontractor shall then have 10 working days to request a hearing by the Department on the alleged violations. Failure to respond within the 10 working day period shall result in automatic and immediate placement and publication on the list. If the contractor or subcontractor requests a hearing within the 10 working day period, the Director shall set a hearing on the alleged violations. Such hearing shall take place no later than 45 calendar days after the receipt by the Department of Labor of the request for a hearing. The Department of Labor is empowered to promulgate, adopt, amend and rescind rules and regulations to govern the hearing procedure. No contract shall be awarded to a contractor or subcontractor appearing on the list, or to any firm, corporation, partnership or association in which such contractor or subcontractor has an interest until 4 years have elapsed from the date of publication of the list containing the name of such contractor or subcontractor.

A contractor or subcontractor convicted or found guilty under Section 5 or 6 of this Act shall be subject to an automatic and immediate debarment, thereafter prohibited from participating in any public works project for 4 years, with no right to a hearing. (820 ILCS 130/11a)

### **Reporting**

All labor shall be reported through ePrism software. The Contractor must register and report the prevailing wage through this system in order to be compliant with the terms and conditions of the contract, and receive payment.

## ADDENDA

### 7.2 - PROJECT LABOR AGREEMENT

*In accordance with City Code Ordinance 348-08-23  
Chapter 38.15. Public works contracts and project labor agreements:*

For all public works projects estimated in excess of \$50,000 where public funds will be expended, the City of Springfield shall require a project labor agreement unless it has been determined that a project labor agreement would not advance the City's interests of cost, efficiency, quality, safety, timeliness, skilled labor force, and labor stability and the City's policy to advance minority-owned or female-owned business, or businesses utilizing minority and female workers. The terms of any project labor agreement shall not exceed the economic standards established by the Illinois Prevailing Wage Act, as from time to time amended, nor contain any requirement of union membership of any contractor's employees or fair share payments by contractor's employees.

Further information and a sample PLA can be found at:

[www.springfield.il.us/Departments/OBM/PurchasingHome.aspx](http://www.springfield.il.us/Departments/OBM/PurchasingHome.aspx)

## ADDENDA

### #7.3 LOCAL LABOR

Percentages of city resident work hours on construction projects with an estimated contract value of \$100,000 or more -- In accordance with the requirements of Section 38.16 of the City Purchasing Code, for any construction project advertised, or if not advertised, awarded by the city that has an estimated contract value of \$100,000 or more, and where not otherwise prohibited by federal, state or local law, the total hours worked by persons on the site of the construction project by employees of the contractor and subcontractors shall be performed at least 50 percent by city residents.

These minimum percentages of work hours for eligible residents shall not be understood as limiting or deterring the fuller utilization of eligible residents beyond these levels, but are intended instead as minimum requirements. Contractors shall make good faith efforts to utilize qualified eligible residents in unskilled and skilled labor positions. The purchasing agent or his designee shall separately monitor the utilization of eligible residents in skilled and unskilled positions, and shall report his findings to the director of the office of budget and management when substantially all of the construction contracts for each construction season have been closed. The purchasing agent or his designee shall also report whether he has determined that separate minimum percentages of eligible residents are warranted for skilled and unskilled labor positions.

The purchasing agent or his designee have developed standards and procedures for reducing or waiving these minimum percentages of work hours for eligible residents when a bidder or contractor can demonstrate the impracticality or excessive cost of complying with the percentage levels for particular contracts or classes of employees. Except as otherwise provided in the purchasing agents or his designee's standards and procedures, a waiver or reduction shall be deemed appropriate if a contractor or subcontractor has unsuccessfully solicited a sufficient number of eligible residents to perform the work identified in the bid solicitation and has documented such effort to the satisfaction of the purchasing agent. If the purchasing agent or his designee determines that lesser percentage standards are appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, such bid solicitations shall include a statement of such revised standards.

- (a) Resident work hours implementation -- Implementation of the requirements established in subsection (f) of this section will be achieved by including in contracts and subcontracts described therein the following language:

The contractor and all subcontractors that perform work on the site on the construction project undertaken pursuant to this contract shall comply with the minimum percentage of total work hours performed by eligible residents as specified in Section 38.16 of the Code of Ordinances of the City of Springfield, IL.

The contractor shall provide for the maintenance of adequate employee residency records to ensure that eligible residents are employed on the project. The contractor and subcontractors shall maintain copies of personal documents supportive of every eligible resident employee's actual record of residence.

Weekly certified payroll reports submitted to the purchasing agent or his designee shall identify clearly the actual residence of every employee on each submitted certified payroll.

Full access to the contractor's and subcontractors' employment record shall be granted to the purchasing agent or his designee, the Chief of the Springfield Police Department, the inspector general, or any duly authorized representative thereof. The contractor and subcontractors shall maintain all relevant personnel data in records for a period of at least three years after final acceptance of the work.

At the direction of the purchasing agent or his designee, affidavits and other supporting documentation will be required of the contractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the contractor to provide utilization of eligible residents shall not suffice to replace the actual, verified achievement of the requirements of this section concerning the work hours performed by eligible residents. Nothing provided in this paragraph shall be construed to prevent the purchasing agent or his designee from considering such good faith efforts as appropriate for reducing or waiving the minimum percentages of work hours for eligible residents requirement, pursuant to Section 38.16 of the Code of Ordinances of the City of Springfield, IL.

When work is completed, in the event that the city has determined that the contractor failed to ensure the fulfillment of the requirements of this section concerning the work hours performed by eligible residents or has failed to report in the manner as indicated above, the city will thereby be damaged in the failure to provide the benefit of demonstrable employment to eligible residents to the degree stipulated in this section. Therefore, in such a case of non-compliance it is agreed that 1/20 of 1 percent (.05%), 0.0005, of the approved contract value for this contract shall be surrendered by the contractor to the city in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damaged as if no eligible residents were employed in either of the categories. The willful falsification of statements and the certification of payroll date may subject the contractor or subcontractors or employee to prosecution. Any retainage to cover contract performance that may become due to the contractor pursuant to Section 38.16 of the Code of Ordinances of the City of Springfield, IL may be withheld by the

city pending the purchasing agent or his designee's determination whether the contractor must surrender damages as provided in this paragraph.

Nothing herein provide shall be construed to be a limitation upon the affirmative action, minority owned business, and female owned business requirements set forth in sections 38.62, 38.63, and 38.64 of the Code of Ordinances of the City of Springfield, IL, or other affirmative action required for equal opportunity under the provisions of this contract.

## **ADDENDA**

### **7.4 MBE/FBE POLICY**

#### **Minority and Female-Owned Business Enterprise Policy City of Springfield**

##### **Policy Statement**

The City of Springfield is committed to encouraging and promoting the participation of minority-owned business enterprises (MBEs) and female-owned business enterprises (FBEs) in the award of contracts and subcontracts. This policy is established under Sections 38.62 and 38.63 of the Springfield City Code, which are incorporated by reference into this contract as if fully restated herein. Bidders may access these sections at [www.municode.com](http://www.municode.com) or through the Springfield City Clerk.

##### **Applicability and Annual Goals**

This policy applies to Annual Goal Contracts, defined as contracts procuring labor or services for the construction of public works per Section 38.03 of the Springfield City Code. The Springfield Community Relations Commission sets annual participation goals for MBEs and FBEs in these contracts. These goals do not apply to non-public works contracts where state or federal rules preempt or prohibit such requirements.

##### **Definitions**

1. **Minority-Owned Business Enterprise (MBE)**: A business at least 51% owned by one or more minority persons (e.g., Black, Hispanic, Asian, American Indian, or disabled individuals), or, for corporations, where at least 51% of stock is minority-owned, and management and daily operations are controlled by those minority owners.
2. **Female-Owned Business Enterprise (FBE)**: A business at least 51% owned by one or more females, or, for corporations, where at least 51% of stock is female-owned, and management and daily operations are controlled by those female owners.
3. **Control**: Exclusive, substantial, and ongoing authority over the business, including financial decisions, property, contracts, hiring, operations, and management policies, demonstrated by expertise and active direction—not mere majority or absentee ownership.

##### **Bidder Responsibilities**

###### **General Requirements**

- All bidders on Annual Goal Contracts must submit a completed MBE/FBE Utilization Form (Attachment A: Subcontractor Utilization Statement) with their bid, detailing their commitment to utilize MBEs and FBEs.
- Bidders bear the burden of providing sufficient documentation to the Springfield Office of Community Relations (SOCR) to demonstrate compliance with this policy and the City's Affirmative Action requirements.

- Failure to submit a signed MBE/FBE Utilization Form may result in the bid being deemed nonresponsive.
- SOCR accepts MBE/FBE certifications from other local, regional, or national agencies if their standards are as rigorous as the City's.

#### Affirmative Efforts

Bidders must take proactive steps to ensure MBE/FBE participation, including:

- Attending City-scheduled pre-bid meetings to inform MBEs/FBEs of opportunities.
- Advertising subcontracting opportunities in general circulation, trade association, and minority-oriented media (email [Purchasing@springfield.il.us](mailto:Purchasing@springfield.il.us) to request sample language), with proof submitted to SOCR.
- Soliciting bids from specific MBEs/FBEs with adequate time for review and response, using SOCR-provided lists if available.
- Following up with MBEs/FBEs to confirm bid submissions.
- Structuring work packages to encourage MBE/FBE participation.
- Providing MBEs/FBEs with plans, specifications, and bidding requirements.
- Negotiating in good faith with MBEs/FBEs, rejecting them only for sound, investigated reasons.
- Assisting MBEs/FBEs with bonding, credit, or insurance if required.
- Utilizing minority and female business assistance offices for recruitment.
- Documenting all good faith efforts and submitting documentation to SOCR. Failure to demonstrate these efforts may render a bid nonresponsive.

#### Pre-Bid Submission Requirements

With each bid, bidders must submit:

1. **Option A:** An approved M/FBE Participation Waiver Request (Attachment B), OR
2. **Option B:**
  - A completed and signed Subcontractor Utilization Statement (Attachment A), AND
  - A Certificate of Publication or proof of advertisement (e.g., newspaper copy) from a general circulation newspaper in the county of work, run for two consecutive days at least 10 days prior to bid opening.

Failure to comply may result in bid rejection as nonresponsive.

#### Post-Award Obligations

Within 10 calendar days of contract award and before work begins, the awarded bidder must submit to SOCR:

1. Copies of all MBE/FBE subcontracts, detailing work and dollar amounts.
2. A signed certification from the bidder confirming no controlling interest or conflict with the MBEs/FBEs utilized (Attachment A, Section VII).
3. A signed, notarized certification from each MBE/FBE confirming their status per City Code definitions (Attachment A, Section VIII).

Noncompliance may lead to bid rejection. Any changes to MBE/FBE utilization must be reported to SOCR in writing with justification. If utilization decreases without cause, SOCR may require corrective action, and the City may withhold payments or impose sanctions.

### **Sanctions for Noncompliance**

1. Bids may be rejected if compliance with MBE/FBE requirements is not objectively demonstrated (e.g., failure to advertise 10 days prior to bid opening).
2. For violations of Chapters 38 (Article VII) or 93 of the City Code, the City may:
  - o Cancel, terminate, or suspend the contract;
  - o Declare the vendor ineligible for Annual Goal Contracts for one year;
  - o Prosecute under Chapter 93;
  - o Withhold fines or penalties per Chapter 93, offsetting against contract payments;
  - o Impose other lawful sanctions.

### **Payment Verification**

Final payment to the contractor requires SOCR verification of payments to MBEs/FBEs, supported by evidence submitted by the contractor upon payment.

### **Subcontractor Changes**

Requests to change an MBE/FBE subcontractor must be submitted in writing on contractor letterhead with documented cause to SOCR, which may approve at its discretion:

- o Pre-Award: To substitute a different MBE/FBE from the bid.
- o Post-Award: If an approved MBE/FBE fails to meet commitments.

### **Affirmative Action Requirements**

#### **Contract Eligibility**

The City will not contract with vendors violating Chapters 38 (Article VII) or 93, except for sole-source or emergency contracts (Section 38.41).

Vendors must submit a written equal employment opportunity commitment and a \$50 administrative fee, agreeing to:

1. Maintain nondiscriminatory employment practices;
2. Make good faith efforts to meet MBE/FBE subcontracting and trade participation goals;

3. Provide compliance evidence and workforce data upon request;
4. Distribute commitment copies to recruitment personnel;
5. Require subcontractors to submit similar commitments.

### **Contract Provisions**

All Annual Goal Contracts and subcontracts must include:

1. Nondiscrimination in employment based on race, color, religion, sex, sexual orientation, ancestry, national origin, age, or disability.
2. Compliance with Chapters 38 and 93, with subcontractor commitments.
3. Distribution of commitments to recruitment staff.
4. Submission of compliance reports and access to records for City investigation.
5. Equal opportunity statements in employee solicitations.
6. Written sexual harassment policies meeting state standards, provided to the Illinois Department of Human Rights and City upon request.
7. Prohibition of segregated facilities.
8. Sanctions for noncompliance (mirroring those above).

### **Subcontracting Waivers**

Subcontracting is optional. If a vendor opts not to use MBEs/FBEs, they must request a waiver with:

- A narrative of good faith efforts, OR
- A notarized affidavit of no qualified MBE/FBE responses, OR
- A written explanation justifying the waiver despite qualified proposals.
- Subcontractor changes require prior City approval.

### **MBE/FBE Participation Goals**

Current Goals (Set Annually by Springfield Community Relations Commission)

1. MBEs: 11% of total contract dollar amount.
2. FBEs: 7% of total contract dollar amount.
3. Minority workers: 18% of total hours worked per trade.

4. Female workers: 3% of total hours worked per trade.

**Subcontracting Credit Criteria**

- Count only work performed by MBEs/FBEs.
- For joint ventures, count the distinct portion performed by MBE/FBE forces.
- Count expenditures only if the MBE/FBE performs a commercially useful function as that term is defined under 49 CFR 26.55(c).

**Materials and Supplies Credit Criteria**

- 100% if the MBE/FBE is the manufacturer.
- 60% if the MBE/FBE is a regular dealer.
- 5% if neither a manufacturer nor dealer.

## ADDENDA

### 7.5 INSURANCE (not required if Supplemental General Conditions are included.)

#### 1.01 INSURANCE REQUIREMENTS:

##### A. GENERAL

1. Contractor shall purchase and maintain at his expense insurance of such types and in such amounts as are specified herein to protect Contractor, and Owner from claims which may arise out of or result from Contractor's operations under the Contract Documents, whether such operations be by Contractor or by any subcontractor or anyone directly or indirectly employed by Contractor or any subcontractor or for whose acts Contractor or any subcontractor may be legally liable.
2. Such insurance shall cover claims for damage because of bodily injury or death to Contractor's employees including claims brought under:
  - 2.1 Workmen's Compensation laws.
  - 2.2 Disability Benefit laws.
  - 2.3 Occupational Sickness or Disease laws.
  - 2.4 Other similar employee benefit laws.
3. Such insurance shall also cover claims for damages because of personal injury, bodily injury, sickness, disease, or death of any person or persons other than Contractor's employees, and claims arising out of destruction of property including loss of use thereof.
4. Contractor shall also purchase and maintain at his expense all property insurance of such types and in such amounts as are specified herein to protect Contractor and Owner for loss arising from damage to the Work and Equipment and Materials to be incorporated in the Work.
5. If Contractor requests in writing that any insurance not specified to be furnished by Owner be included in any property insurance specified to be furnished by Owner, Owner shall if possible, provide such insurance and the cost thereof shall be charged to Contractor by appropriate Change Order.
6. Failure of Contractor to maintain proper insurance coverage will not relieve him of any contractual responsibility or obligation.
7. If part of the Work is to be subcontracted, Contractor shall either cover any and all subcontractors in his insurance policies or require each subcontractor not so covered to obtain insurance of the same type and with the same limits as the Contractor is required to carry hereunder which will protect the subcontractor, Contractor, and Owner against all applicable hazards or risks of loss designated herein.
8. Any payment of an insured loss under policies of property insurance including but not limited to the insurance required by Paragraphs B 6, 7, and 8 of this section shall be made payable to Owner as Trustee for the insured as their interest may appear. Owner, as Trustee, shall have the

power to adjust, settle, and make payments or other restrictions thereon, unless one of the parties interest objects in writing to the Owner within five (5) days after the occurrence of such loss to the Owner's exercise of this power. In the event of such objection, arbitrators shall be chosen in accordance with the Supplemental General Conditions of this Contract, and Owner, as Trustee, shall make such payment only in accordance with such arbitrators' decision unless all parties in interest reach an agreement in writing as to how such payment should be made.

9. Owner and Contractor hereby waive all rights against each other for damages arising out of an insured loss under policies of property insurance, including but not limited to the insurance required items by Paragraphs B 6, 7, and 8 of this section. Contractor shall require all subcontractors to provide a similar waiver in favor of Contractor and Owner.
10. The party responsible hereunder to procure insurance shall provide the other party hereunder a copy of the policy or a certificate of insurance in a form satisfactory to Owner. Such policy or certificate shall provide that thirty (30) Days Written Notice be given to the other party prior to any Material change or cancellation of the insurance. No work shall be commenced under this Contract until all such policies and certificates have been so provided.

## B. FORMS AND LIMITS OF COVERAGE REQUIRED

### 1. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

1.1 Contractor, at his sole expense, shall comply with all requirements of the Worker's Compensation laws of the States in which work is performed hereunder and shall furnish evidence of such compliance to Owner. Contractor, at his sole expense, agrees to carry Employer's Liability Insurance covering all operations and work hereunder. All insurance purchases pursuant to this paragraph shall include an "All States" endorsement.

1.1.1 The limits of all insurance purchased pursuant to this paragraph shall be not less than:

1.1.1.1 Workmen's Compensation – Statutory

1.1.1.2 Employer's Liability - \$1,000,000 each person.

### 2. Comprehensive Automobile Insurance

2.1 Contractor, at his sole expense, agrees to carry Comprehensive Automobile Insurance covering all vehicles owned, hired, or non-owned, licensed or not licensed, used in the operations and work hereunder.

2.2 The limits of this insurance shall be not less than:

2.2.1 Bodily Injury -- \$1,000,000 each person,

\$1,000,000 each occurrence

2.2.2 Property Damage -- \$1,000,000 each occurrence

2.2.3 Indemnified Parties shall be Named Additionally Insured on this insurance with respect to all claims arising out of the operations or work hereunder.

3. Comprehensive General Liability Insurance

3.1 Contractor, at his sole expense, agrees to carry Comprehensive General Liability Insurance covering all operations and work hereunder whether performed by Contractor, subcontractor, or any agent, servant, worker, or employee of Contractor or subcontractor or any other person, firm, or corporation for whose acts Contractor or subcontractor may be liable.

3.2 This insurance shall include Contractual Liability coverage and shall specifically refer to this Contract and shall specifically cover the liability assumed hereunder by Contractor.

3.3 The Property Damage Liability coverage under this policy shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property. This policy shall provide Broad Form Property Damage coverage.

3.4 This insurance shall include Independent Contractors Protective Liability coverage.

3.5 This insurance shall include Products and Completed Operations coverage. Contractor shall continue this coverage in full force and effect for a period of at least one (1) year after the date of the final acceptance of the work hereunder by the Owner.

3.6 This policy shall include Personal Injury Liability insurance.

3.7 The limits of this insurance shall be not less than the following:

3.7.1 Bodily Injury -- \$1,000,000 each occurrence,

3.7.2 Property Damage -- \$1,000,000 each occurrence,

\$1,000,000 each aggregate

3.8 Indemnified Parties shall be Named Additionally Insured on this insurance with respect to all claims arising out of the operations or work hereunder.

4. At the option of Contractor, the coverage's and minimum limits as required in Paragraph 4.02 B.1, 2, and 3 above may be furnished by use of an "Umbrella Liability Insurance Policy".

5. Owner's Protective Liability Insurance

5.1 Contractor, at his sole expense, shall purchase Owner's Protective Liability Insurance. This insurance shall be maintained in full force and effect for the duration of the Contract, by Contractor and shall name Owner as the Named Insured.

- 5.2 This insurance shall have the same limits of liability as the Comprehensive General Liability Insurance and shall protect Owner against any and all claims and liabilities for injury to or death of persons, or damage to property caused in whole or in part by, or alleged to have been caused in whole or in part by, the negligent acts or omission of Contractor or subcontractors or any agent, arising from the operations or work hereunder.
- 5.3 This insurance may be provided by endorsement to Contractor's Comprehensive General Liability Insurance policy.
6. Property Insurance(Builder's Risk)
  - 6.1 Unless otherwise provided, Contractor shall assume all risk of loss or damage to the Equipment and Materials prior to acceptance of delivery by Owner at the Point of Delivery; and shall purchase and maintain insurance on the Equipment and Materials during the process of fabrication and while in transit to insure against the perils of fire and extended coverage including "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse, water damage, and such other perils as Contractor deems appropriate.
  - 6.2 The amount of such insurance shall be not less than 100% of the insurable value of the work at completion less the value of equipment and materials insured under Installation Floater Insurance.
  - 6.3 If the work does not include the construction of structures, this Builder's Risk Insurance may be omitted providing the Installation Floater Insurance, as specified herein, fully covers all work.
  - 6.4 Contractor shall list Owner as additional insured by endorsement on the above policies. There shall be a thirty (30) day notification of cancellation or modification of said policies to Owner.
7. Installation Floater Insurance (if applicable)
  - 7.1 Installation Floater Insurance shall be furnished by Contractor to insure and protect Contractor and Indemnified Parties from all insurable risks of physical loss or damage to Equipment and Materials not otherwise covered under Builder's Risk Insurance, in warehouse or storage areas, during installation, during testing, and after the Work is completed until final acceptance of the entire Work by Owner regardless of any acceptance or use of portions of the Work prior to completion of the Contract. Such insurance shall be written on an All Risk basis including flood and surface water damage and collapse.
  - 7.2 Coverage shall be for an amount not less than 100% of the value of the Work at completion, less the value of Equipment and Materials insured under Builder's Risk Insurance. Such value shall include the aggregate value of the Equipment and Materials furnished by

Contractor plus items that are to be erected or installed by Contractor, and not otherwise insured under Builder's Risk Insurance.

- 7.3 The coverage shall include the aggregate value of the Equipment and Materials furnished by Contract.
  - 7.4 Installation Floater Insurance shall also provide for losses, if any, to be adjusted with and made payable to Owner for distribution to Owner and others as their interest may appear.
  - 7.5 Equipment and Materials furnished by Owner or others under separate Contract for installation by Contractor, and Equipment and Materials furnished by Contractor shall be insured under Installation Floater Insurance when the aggregate value of such Equipment and Materials exceeds \$10,000.
  - 7.6 Certificates of this insurance shall be provided. Owner reserves the right to request a copy of the insurance policy.
8. Operating Hazards Insurance
- 8.1 Owner shall provide insurance to cover operating hazards on facilities not insured under Installation Floater policies, and it shall be placed in force prior to preliminary tests of Equipment, wiring, piping which are involved with such risks.
9. Transit Insurance
- 9.1 Transit Insurance shall be furnished by Contractor to insure and protect Contractor and Indemnified Parties from all risks and physical loss or damage to equipment and material, not otherwise covered under other policies, during transit from point of origin to the site of installation or erection.
  - 9.2 This insurance shall be written on an All Risk basis with additional coverage's applicable to the circumstances that may occur in the particular work included in this Contract.
  - 9.3 This insurance shall be in an amount not less than 100% of the manufactured or fabricated value of items exposed to risk in transit at any one time.
10. Waiver of Rights
- 10.1 Owner and Contractor waive all rights against each other for all losses and damages caused by any of the perils covered by the policies of insurance provided in response to Paragraph 4.02 and any other property insurance applicable to the Work, and also waive all such rights against the Subcontractors, Owner's consultants and all other parties named as insurers in such policies for losses and damages so caused, As required by paragraph ARTICLE-6, 5.6 each subcontract between Contractor and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of Owner, Contractor, Owner's consultants and all other parties named as insureds. None of

the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

- 10.2 Owner and Contractor intend that any policies provided in response to Paragraph 4.02 shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage, the insurer will have no rights of recovery against any of the parties named as insureds or additional insureds, and if such waiver forms are required of any Subcontractor, Contractor will obtain the same.

**SECTION VIII**  
**CONTRACT EXECUTION PAGES**

**AGREEMENT** made this \_\_\_\_\_ by and between the City of Springfield, Sangamon County, Illinois, a municipal corporation, hereinafter called the "Purchaser" or "City" and **Abateco Inc.**, hereinafter called the "Contractor."

The City and Contractor agree as set forth below:

1. The Contractor for the consideration hereinafter set forth, hereby agrees to and with the City that it will furnish, provide, and deliver in good order, quality and condition, the following: **PD26-18 BERM REMEDIATION (FIRING RANGE LEAD MAINTENANCE)** in accordance with the proposal of the contractor and the provisions set forth in the Contract Documents.
2. The City shall pay the Contractor in accordance with the Contractor's proposal on the "Section 5: Proposal Pricing" signed by the Contractor and dated **September 11, 2025** subject to any further additions and deductions as may be agreed upon in accordance with the terms of the Contract Documents. Payment shall be in the manner and at the time stipulated in the Contract Documents.
3. This agreement shall include all of the Contract Documents which are as follows:
  1. Introduction
  2. Instructions to Bidders
  3. Scope of Work/Purchase
  4. Terms and Conditions
  5. Proposal Pricing
  6. Certifications
  7. Addenda
  8. Contract for Execution

All of the above Contract Documents are a part of this agreement as if attached hereto or repeated herein.

4. This contract does not authorize an expenditure of City funds in excess of the amount authorized by the Director of the Office of Budget and Management unless the Director of the Office of Budget and Management specifically approves an additional expenditure. The Contractor agrees and acknowledges that, absent such prior approval, it proceeds at its own risk with no guarantee of payment if the amount billed to the City exceeds the amount authorized by the Director of Budget and Management.
5. In the event of the Contractor's noncompliance with any provisions of this Contract, the Contractor may be declared nonresponsive and therefore ineligible for future contracts or subcontracts with the City and the Contract may be canceled or avoided in whole or in part and such other sanctions or penalties may be imposed or remedies invoked as provided by law or regulation.



**(Acknowledgment by Individual Contractor or Partnership)**

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_ a Notary Public in and for said County in the State aforesaid, do here certify that (name and title) and \_\_\_\_\_, Secretary of personally known to me to be the same persons and such officers, respectively, of said company, whose names are subscribed to the foregoing contract and subjoined bond, appeared before me this day in person and severally acknowledged that they signed, sealed, and delivered the said instrument as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

\*\*\*\*\*

**STATE OF ILLINOIS**

**COUNTY OF SANGAMON**

I, \_\_\_\_\_, a Notary Public in and for Sangamon County in the State of Illinois, do hereby certify that **MISTY BUSCHER, MAYOR, and CHARLES L. REDPATH SR, CITY CLERK**, of the City of Springfield, Illinois, personally known to me to be the same persons and such officers, respectively, whose names are subscribed to the foregoing contract appeared before me this day in person and severally acknowledged that they signed, sealed, and delivered the said instrument as the free and voluntary act of said City for the uses and purposes therein set forth, pursuant to due authority conferred by the Council of said City.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

2013-024

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

Expediting Ordinance Passage allows for Contract to be signed in order to begin work on 3/2/2026.

FISCAL IMPACT: 209,000.00

SUGGESTED TITLE: Ordinance Accepting & Authorizing Execution of Contract # RFP PD26-18. Contract with Abateco Inc.in an amount Not to Exceed \$209,000.00 to excavate, process, and reconstruct the berms to remove lead contamination at the Springfield Police Academy for the Springfield Police Department.

CONTRACTOR / VENDOR NAME: Abateco Inc VENDOR NO: VC\*3611

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

CONTRACT AMOUNT: \$209,000.00  
(Original amount if change order) Change Order # \_\_\_\_\_ Additional Amount \_\_\_\_\_

Method of Purchase (check one)

- Low Bid
- Low Bid Meeting Specs
- Low Evaluated Bid
- Other: \_\_\_\_\_
- Exception: \_\_\_\_\_
- Code Provision: \_\_\_\_\_

Previous Ord #'s \_\_\_\_\_

Is Purchasing Agent approval required? No  Yes

Is Purchasing Agent approval attached? No  Yes

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	001	112	POLC	POPR	2305	209,000.00
2						
3						
4						

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

Bid Book, Proposal, Contract

STAFF ANALYSIS

The purpose of this project is to excavate, process, and reconstruct the berms to remove lead contamination, ensuring compliance with Illinois Environmental Protection Agency (IEPA) regulations and Illinois Law Enforcement Training & Standards Board (ILETSB) range inspection requirements.

This Expenditure is intended to be rendered during FY2027.

FUNDS CHECK BY:

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

DIRECTOR / SUPERVISOR: [Signature]

Date: 2/9/26

CITY PURCHASING AGENT: \_\_\_\_\_

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

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

\_\_\_\_\_ [Signature]  
(Director of OBM)

2026-094