AN ORDINACE AUTHORIZING PAYMENT OF THE NORTH AMERICAN ELECTRIC RELIABILITY CORPORATION ("NERC") FEES FOR FISCAL YEAR 2027 IN AN AMOUNT NOT TO EXCEED $79,394.01, FOR THE OFFICE OF PUBLIC UTILITIES

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

WHEREAS, this Ordinance approves the payment of North American Electric Reliability Corporation ("NERC") fees for Fiscal Year 2027 in an amount not to exceed $79,394.01, and

WHEREAS, NERC is a not-for-profit international regulatory authority whose mission is to assure reliability and security of the bulk power system in North America, and

WHEREAS, the Office of Public Utilities is subject to NERC's jurisdiction and is required to pay its pro rata share of fees based on net energy for load, and

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

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

Section 1: The Council of the City of Springfield, Illinois, hereby approves payment to NERC for FY2027 fees in an amount not to exceed Seventy-Nine Thousand Three Hundred Ninety-Four Dollars and Four Cents ($79,394.01).

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

Section 3. The payment to NERC for a total maximum amount Seventy-Nine Thousand Three Hundred Ninety-Four Dollars and Four Cents ($79,394.01) from Account No. 102-100-CBF-7760-1215 is hereby authorized, approved, and directed.

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

PASSED:_____, 2026 SIGNED:_____

RECORDED:_____, 2026 _____

MAYOR

ATTEST:_____ Approved as to legal sufficiency:



Office of Corporation Counsel/ Date

Requested by the Office of Public Utilities/ Mayor Buscher

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

MEMORANDUM

TO: Emily Rosenberger

FROM: Anthony Quinones – Assistant Purchasing Agent

DATE: March 16, 2026

SUBJECT: Request for Exemption from Competitive Bidding

I have reviewed the Ordinance Fact Sheet concerning North American Electric Reliability Corporation for purchase of FY2027 NERC Fees in an amount not to exceed $79,394.01 for CWLP – Office of Public Utilities.

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

300 SOUTH SEVENTH • ROOM 200 • SPRINGFIELD, ILLINOIS 62701-1681 • (217) 789-2205 • FAX (217) 789-2207

GCRU 402-C

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FY27	2026	Q2	$ 19,603.46	
FY27	2026	Q3	$ 19,603.46	
FY27	2026	Q4	$ 19,603.46	
FY27	2027	Q1	$ 20,583.63	5% Increase
		Total	$ 79,394.01	

Office of Public Utilities
ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

CONTRACTOR NAME: North American Electric Reliability Corporation (NERC)

CONTRACT AMOUNT: $79,394.01

TYPE OF AWARD: Sole Source

RELATED ORDINANCE INFORMATION:

429-11-25- An Ordinance Authorizing Payment of the North American Electric Reliability Corporation ("NERC") Fees for Fiscal Year 2026 in an Amount not to Exceed $75,654.27, for the Office of Public Utilities.

INFORMATION:

This Ordinance approves payment to the North American Electric Reliability Corporation ("NERC") in an amount not to exceed $79,394.01, for FY2027 Fees. NERC is a not-for-profit international regulatory authority whose mission is to assure the reliability and security of the bulk power system in North America. CWLP is subject to NERC's jurisdiction and is required to pay its pro rata share of fees based on net energy for the load.

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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: $79,394.01

SUGGESTED TITLE: Authorize Payment/ North American Electric Reliability Corporation/ $79,394.01 / for the Office of Public Utilities

CONTRACTOR / VENDOR NAME: North American Electric Reliability Corporation (NERC) VENDOR NO: NO002950

CONTRACT TERM: _____ Change in Scope Yes ☐ No ☑

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

Method of Purchase (check one)

☐ Low Bid
☐ Low Bid Meeting Specs
☐ Low Evaluated Bid
☐ Other: _____
☑ Exception:
Code Provision: 38:38(a)

Previous Ord #'s 429-11-25

Is Purchasing Agent approval required? No ☐ Yes ☑

Is Purchasing Agent approval attached? No ☑ Yes ☐

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	102	100	CBF	7760	1215	$79,394.01
2						
3						
4						

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

Previous Ordinance

STAFF ANALYSIS

This Ordinance approves payment to the North American Electric Reliability Corporation ("NERC") in an amount not to exceed $79,394.01, for FY27 fees. NERC is a not-for-profit international regulatory authority whose mission is to assure the reliability and security of the bulk power system in North America. CWLP is subject to NERC's jurisdiction and is required to pay it pro rata share of fees based on net energy for the load.

FUNDS CHECK BY: Dakota Capranica Digitally signed by Dakota Capranica Date: 2026.03.16 10:47:43 -05'00' Date: _____

DIRECTOR / SUPERVISOR: Brown, Doug Digitally signed by Brown, Doug Date: 2026.03.16 09:23:27 -05'00' Date: Scott Rogers

CITY PURCHASING AGENT: Date: 3/16/26

SIGN OFF: _____ (Mayor's Signature) GEM

Ramona Hathaway (Director of OBM)

The information supplied on this form is not confidential information.

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AN ORDINANCE AUTHORIZING SUPPLEMENTAL APPROPRIATION OF THE MISO J1610 DEPOSITS NOT TO EXCEED $292,569.54, FOR THE OFFICE OF PUBLIC UTILITIES

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

WHEREAS, this Ordinance is requesting Supplemental Appropriation in the amount of $292,569.54 from the City of Springfield's MISO J1610 deposits into Account Nos. 102-100-CBEA-3532-2306 and 102-100-CBAB-3552-2306.

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

Section 1: The Council of the City of Springfield, Illinois, hereby approves and authorizes the Supplemental Appropriation in the amount not to exceed Two Hundred Ninety-Two Thousand Five Hundred Sixty-Nine Dollars and Fifty-Four Cents $292,569.54.

Section 2: That the Office of Budget and Management is hereby directed to effectuate a supplemental appropriation from the MISO J1610 Deposits into expenditure:

EXPENDITURE ACCOUNT	AMOUNT
102-100-CBEA-3532-2306	$239,616.37
102-100-CBAB-3552-2306	$52,980.17

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

PASSED:_____**, 2026** **SIGNED:**_____

RECORDED:_____**, 2026** _____

Mayor Misty Buscher

ATTEST:_____

Approved as to legal sufficiency:

3-31-26

Office of Corporation Counsel/ Dated

Requested by the Office of Public Utilities/ Mayor Buscher

Office of Public Utilities
ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

CONTRACTOR NAME: Supplemental Appropriation

CONTRACT AMOUNT: $292,596.54

TYPE OF AWARD: Professional Service

RELATED ORDINANCE INFORMATION:

398-10-25- An Ordinance Approving a Professional Services Agreement with BHMG Engineers, Inc. in an Amount not to exceed $455,500.00 for engineering services in relation to the Sangamon Solar Farm (MISO Project J1610) and authorizing a supplemental appropriation of the MISO J1610 Deposits, for the Office of Public Utilities.

INFORMATION:

Ordinance 398-10-25 appropriated $455,500.00 from the MISO J1610 Project fund for engineering services. $162,903.46 of this appropriation was expended in FY2026 toward this effort, with the balance being returned to the MISO J1610 Deposits fund. This Ordinance authorizes the appropriation of $292,596.54 from the MISO J1610 Deposits for completion of the engineering work authorized under Ordinance 398-10-25 in FY27.

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J1610/Alpha Project BHMG Egnineering Invoices for FY26				
Invoice	Date	Total Amount	Station Portion	TL Portion
E03721-1001	11/30/2025	$ 29,675.01	$ 27,837.73	$ 1,837.28
INV10877	12/31/2025	$ 46,872.63	$ 28,849.41	$ 18,023.22
INV11312	1/31/2026	$ 52,014.00	$ 39,118.74	$ 12,895.26
INV11695	2/28/2026	$ 34,341.82	$ 30,227.30	$ 4,114.52
TOTALS		$ 162,903.46	$ 126,033.18	$ 36,870.28

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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: $292,596.54

SUGGESTED TITLE: Supplemental Appropriation/ MISO Project J1610/ $292,596.54/ for the Office of Public Utilities

CONTRACTOR / VENDOR NAME: _____ **VENDOR NO:** _____

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

CONTRACT AMOUNT: _____ _____ _____

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

Method of Purchase (check one)

☐ **Low Bid**
☐ **Low Bid Meeting Specs**
☐ **Low Evaluated Bid**
☐ **Other:** _____
☑ **Exception:** Professional Servi
Code Provision: _____

Previous Ord #'s 398-10-25

Is Purchasing Agent approval required? No ☐ Yes ☐

Is Purchasing Agent approval attached? No ☐ Yes ☐

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	102	100	CBEA	3352	2306	$239,616.37
2	102	100	CBAB	3552	2306	$52,980.17
3						
4						

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

Previous Contract 398-10-25

STAFF ANALYSIS

Ordinance 398-10-25 appropriated $455,500.00 from the MISO J1610 Project fund for engineering services. $162,903.46 of this appropriation was expended in FY2026 toward this effort, with the balance being returned to the MISO J1610 Deposits fund. This Ordinance authorizes the appropriation of $292,596.54 from the MISO J1610 Deposits for completion of the engineering work authorized under Ordinance 398-10-25 in FY27.

FUNDS CHECK BY: Dakota Capranica Digitally signed by Dakota Capranica Date: 2026.03.23 14:41:40 -05'00' **Date:** _____

DIRECTOR / SUPERVISOR: Scott Rogers Digitally signed by Scott Rogers Date: 2026.03.23 09:40:21 -05'00' **Date:** _____

CITY PURCHASING AGENT: **Date:** 3-23-26

SIGN OFF: _____ _____

(Mayor's Signature) (Director of OBM)

The information supplied on this form is not confidential information.

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AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION AND THE ACCEPTANCE AND EXECUTION OF GRANT NO. OS-26-2688 FROM THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES (IDNR) FOR IMPROVEMENTS TO CENTER PARK AND BEACH HOUSE, FOR THE OFFICE OF PUBLIC UTILITIES

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

WHEREAS, the Illinois Department of Natural Resources ("IDNR") through the Open Space Land Acquisition and Development ("OSLAD") program is willing to grant the Office of Public Utilities Grant No. OS-26-2688 to be used for improvements to Center Park and the Beach House in the amount of $600,000.00, and

WHEREAS, it is in the best interest of the City of Springfield, Illinois, to accept the grant from the INDR in the amount of $600,000.00, and

WHEREAS, a copy of the grant shall be located in the Office of the City Clerk and identified as Grant No. OS-26-2688.

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

Section 1: The City Council of the City of Springfield, Illinois hereby accepts Grant No. OS-26-2688 from the IDNR to be used for funding improvements to Center Park and the Beach House in the amount of Six Hundred-Thousand Dollars and No Cents ($600,000.00).

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

Section 3: That the City Counsel hereby authorizes a supplemental appropriation in the amount of Six Hundred-Thousand Dollars and No Cents ($600,000.00) for the Office of Public Utilities.

Section 4: The City of Springfield Office of Budget and Management is hereby to effectuate the supplemental appropriation for the Office of Public Utilities from Revenue Account 101-200-JA-6014-LW77 into Expenditure Accounts 101-200-JA-4752-2306 and 101-200-JA-4752-2307 in the amount of Six Hundred-Thousand Dollars and No Cents ($600,000.00).

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Section 5: This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

PASSED:_____**, 2026** **SIGNED:**_____

RECORDED:_____**, 2026** _____

MAYOR

ATTEST:_____

Approved as to legal sufficiency

3-31-26

Office of Corporation Counsel

Requested by the Office of Public Utilities/ Mayor Buscher

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Office of Public Utilities
ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

CONTRACTOR NAME: Illinois Department of Natural Resources

CONTRACT AMOUNT: $600,000.00

TYPE OF AWARD: Grant

PRIOR ORDINANCE INFORMATION:

INFORMATION:

This Ordinance provides authority to approve a reimbursable grant agreement to make improvements to Center Park and the Beach House area. CWLP applied for and was awarded reimbursable grant funding in the amount of $600,000.00 from Illinois Department of Natural Resources, Open Space Land Acquisition and Development grant, to make improvements at Lake Springfield's Center Park, including a new playground and pickle ball courts.

This Ordinance request also includes a budget supplemental appropriation to accept the reimbursable grant into revenue accounting string 101/200/JA/6014/LW77 and to expense the funds from 101/200/JA/4752/2306 & 2307.

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GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES
AND
CITY OF SPRINGFIELD

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

PART ONE – The Uniform Terms

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

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

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

DEPARTMENT OF NATURAL RESOURCES

By: _____
Signature of Natalie Finnie, Director

By: _____
Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____

Designee

CITY OF SPRINGFIELD

By: _____
Signature of Authorized Representative GEA

Date: _____

Printed Name: _____

Printed Title: _____

E-mail: _____

By: _____
Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Second Grantor Approver

By: _____
Signature of Second Grantee Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Second Grantee Approver
(optional at Grantee's discretion)

By: _____
Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Third Grantor Approver

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PART ONE – THE UNIFORM TERMS

ARTICLE I
DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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"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.

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ARTICLE II
AWARD INFORMATION

2.1. Term. This Agreement is effective **upon execution** and expires on **03/31/2028** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds $600,000.00, of which **$0.00** are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (*see* additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **N/A**. The federal awarding agency is **N/A**, and the Federal Award date is **N/A.** If applicable, the Assistance Listing Program Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is **422-11-0970** and the CSFA Name is **OSLAD - Open Space Land Acquisition and Development (FY26).** If applicable, the State Award Identification Number (SAIN) is **OS-26-2688.**

ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS

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

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

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

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

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 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

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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

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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

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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.

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(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

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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

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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 make 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

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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,

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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 submit timely 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**.

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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

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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.

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(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

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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.

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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

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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

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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 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

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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

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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).

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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 proceedings 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

Project Site Address:
255 Long Bay Dr, Springfield, IL, 62712

This project would take place at Center Park on the shoreline and marginal lands of Lake Springfield. The proposed project includes the following: New pickleball courts, a new playground with high quality surfacing, parking lot improvements, a new fence to seal the park in from the parallel arterial road, and a new walking path to tie all the new features together that will provide a path from the parking lot to the pickleball courts, playground, shoreline, and dock.

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EXHIBIT B

DELIVERABLES OR MILESTONES

This grant is funded through the Open Space Land Acquisition and Development Grant Program (OSLAD). It is funded up to 50% (100% for Disadvantaged Communities) through OSLAD.

The Implementation and Billing Requirement Packet is incorporated into this Agreement by reference. Project reimbursement requests shall be submitted at project completion unless otherwise approved by IDNR. Deliverables/Milestones will be the completed project components as presented in the original application or an approved project scope change. They will be reported as directed in the Implementation and Billing Packet.

If the approved OSLAD project includes the use of Force Account labor, the Grantee shall ensure that any audits required will include an internal control evaluation and opinion on the grantee's time and attendance allocation system. In addition, if the grantee uses materials purchased by means of a Central Procurement System and allocates a portion of those materials to the project (Force Account material claim), the audit must include testing and reporting on the allocation system used for tracking material use.

The Grantee is required to file quarterly status reports on the grant project describing the progress of the program, project, or use and expenditure of the grant funds related thereto, if the grant amount is over $25,000.00 (30 ILCS 705/4(b)(2)). The grantee must submit status reports on the first day of the next existing quarterly schedule (Jan, April, July and Oct) beginning with the quarter immediately following the project effective date.

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EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

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

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT	**GRANTEE CONTACT**
Name: Drew Jenkins	Name: Dan Brill
Title: Conservation Grant Administrator	Title: Superintendent of Land, Water, and Real Estate Resources
Address: 1 Natural Resources Way Springfield, IL 62702	Address: 300 S. Seventh St. Room 210 Springfield, IL 62701

GRANTEE PAYMENT ADDRESS
(If different than the address above)

Address:

FOR GRANT ADMINISTRATION

GRANTOR CONTACT	**GRANTEE CONTACT**
Name: Jill Nation	Name: Dan Brill
Title: Conservation Grant Administrator	Title: Superintendent of Land, Water, and Real Estate Resources
Address: 1 Natural Resources Way Springfield, IL 62702	Address: 200 E Lake Shore Dr. Springfield, Illinois 62712
Phone: 217-785-4153	Phone: (217) 789-2377
TTY#:	TTY#:
E-mail Address: Jill.R.Nation@illinois.gov	E-mail Address: DAN.BRILL@CWLP.COM

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EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

Following all methods and standards as required by state and federal laws and regulations, this project will make outdoor recreation available to members of the public by accomplishing the following items:

Providing community members with outdoor recreational opportunities that can be utilized by members of the public.

Periodic Performance Report (PPR) that describes the progress of the project, and the Periodic Financial Report (PFR) that documents expenditure of funds in accordance with the budget line items as detailed in the approved Uniform Budget. Below is the required periodic reporting schedule for this Award.

Reporting Period	PPR and PFR Due Date
January 1 – March 31	April 15
April 1 – June 30	July 15
July 1 – September 30	October 15
October 1 – December 31	January 15

Final Project Report. The grantee shall submit a written Final Project Report to the department no later than 30 days after the completion of the Project or the ending date of the grant agreement, whichever is earlier, in accordance with the applicable administrative rules. The final report shall be in the form or format provided by the Department.

Final Project Report shall include but not be limited to the following information:
- Grant agreement number
- Grantee name, address, and telephone number
- Timeframe of the report
- Name and telephone number or e-mail address of grantee representative completing the report
- Project objective as described in the application and grant agreement
- Completed project description
- Summary of the project accomplishments
- Any other information/documentation as required by the Grantor.

Failure to provide the Final Project Report as required may render the grantee ineligible to receive payments under the current award or make them ineligible for future awards.

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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.

Projects May Not Go Out To Bid and No Ground Work may begin until you receive the following three items from your assigned grant administrator:

- An approved CERP
- Illinois Works Apprenticeship Initiative Requirements – this will depend on your project budget and advanced payment amount.
- Business Enterprise Program requirements.

ICQ Section:	05-Audit
Conditions:	Grantee must submit, at least semi-annually, documentation to support the status of implementation of corrective action for audit findings.
Risk Explanation:	Medium to high risk will result in repeated audit findings, potential questioned cost, and increase of administrative and programmatic specific conditions that will increase the cost of managing the grant program.
How to Fix:	Implementation of grantee's corrective action plan.
Timeframe:	When corrective action is complete.

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PART TWO –GRANTOR-SPECIFIC TERMS

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

ARTICLE XXIII
AUTHORIZED SIGNATORY

23.1. Authorized Signatory. The signature of the Authorized Representative for the Grantor on the signature page of this Award is considered the Authorized Signatory for purposes of this Agreement. Any amendments or changes to this Agreement must be approved and signed by the Authorized Signatory.

ARTICLE XXIV
ILLINOIS WORKS JOBS ACT

24.1. Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.). For grants with an estimated total project cost of $500,000 or more, the grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantees will be permitted to seek from the Department a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The grantee must ensure compliance for the life of the entire project, including during the term of the grant and after the term ends, if applicable, and will be required to report on and certify its compliance.

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

ARTICLE XXV
ADDITIONAL BUDGET PROVISIONS

25.1. Restrictions on Discretionary Line-Item Transfers. Unless prohibited from doing so in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b), transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (1) ten percent (10%) of the Budget line item, or (2) one thousand dollars ($1,000) of the Budget line item. Discretionary line-item transfers may not result in an increase to the Budget Total. Transfers above 10% of a line item, or over $1,000 must be requested in advance and be approved by the Grantor.

ARTICLE XXVI
ADDITIONAL TERMINATION; SUSPENSION; NON-COMPLIANCE PROVISIONS

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26.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to Article XIII herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund Grant Funds disbursed to it under this Agreement for costs determined ineligible,

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses; and,

(c) Direct the Grantee to transfer ownership of equipment or materials purchased with Grant Funds provided under this Agreement to the Grantor or its designee.

26.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 et seq., the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of said date.

ARTICLE XXVII
ADDITIONAL MODIFICATION PROVISIONS

27.1. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement. A unilateral modification may also be used to de-obligate funds without prior approval of the Grantee when, a) a project is completed and funds remain that are no longer needed for the grant project, b) to secure unobligated/unspent funds, c) termination of the Grant Agreement.

27.2. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and E) must be completed during the term set forth in paragraph **2.1**. Extensions of the Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 et seq.), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension.

ARTICLE XXVIII
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS

28.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of

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equipment and materials shall be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate authorities.

28.2. Grantee will be responsible for the maintenance of any equipment purchased with grant funds.

ARTICLE XXIX
APPLICABLE STATUTES

To the extent applicable, Grantor and Grantee shall comply with the following:

29.1. Grantee Responsibility. All applicable federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations.

29.2. Land Trust/Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein.

29.3. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee shall not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

29.4. Steel Products Procurement Act (30 ILCS 565 et seq.). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq).

ARTICLE XXX
ADDITIONAL MISCELLANEOUS PROVISIONS

30.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee shall provide Workers' Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other

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taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

ARTICLE XXXI
ADDITIONAL REQUIRED CERTIFICATIONS

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

31.1. Applicable Taxes. The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.

31.2. Lien Waivers. If applicable, the Grantee shall monitor construction to assure that necessary contractor's affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

ARTICLE XXXII
INCORPORATION

32.1. Incorporation into Agreement. The full Uniform Application, Unform Budget, applicable Grant Manual, are hereby incorporated into this Agreement and therefore are part of this Agreement. The Grants Application, Attachments, and supporting documents submitted by the Grantee, or a revised Application subsequently submitted and approved by the Grantor, is considered final and is incorporated herein by reference.

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PART THREE –PROJECT-SPECIFIC TERMS

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

ARTICLE XXXIII
REPORT DELIVERABLE SCHEDULE

33.1. Periodic Reports. The Grantee is required to submit the following periodic reports based on the Reporting Period and Due Dates listed below.

(a) Periodic Performance Report (PPR) – describes the progress of the activities/implementation of the project

(b) Periodic Financial Report (PFR) – documents expenditure of funds in accordance with the budget line items as detailed in the approved Uniform Budget.

Reporting Period	PPR and PFR Due Date
January 1 – March 31	April 15
April 1 – June 30	July 15
July 1 – September 30	October 15
October 1 – December 31	January 15

33.2. Final Project Report. The Grantee shall submit a written Final Project Report to the Grantor no later than 30 days following the completion of the Project or the ending date of the grant agreement, whichever is earlier, in accordance with the applicable administrative rules. The final report shall be in the form or format provided by the Grantor.

Final Project Report shall include but not be limited to the following information:

- Grant agreement number
- Grantee name, address, and telephone number
- Timeframe of the report
- Name and telephone number or e-mail address of Grantee representative completing the report
- Project objective as described in the application and grant agreement
- Completed project description
- Summary of the project accomplishments
- Any other information/documentation as required by the Grantor

33.3. Failure to provide the Final Project Report. May render the Grantee ineligible to receive payments under the current award or make them ineligible for future awards.

ARTICLE XXXIV
EQUIPMENT REPORTS

34.1. Equipment reports. Are due on December 31st during each of the first 5 years following the project award. The Equipment Use Report shall suffice as the Annual Progress Report required if the equipment purchase was the only aspect of the project. (Administrative Rule 3060.80 (b) 7).

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ARTICLE XXXV
REIMBURSEMENT OF COSTS INCURRED

35.1. Reimbursement based program. Grant funds are available on a reimbursement basis for expenditures incurred by the Grantee during the grant Term as identified in this Agreement. Costs incurred prior to the effective date identified in the Term of this Agreement, and costs incurred after the expiration date for the Term of this Agreement are not eligible for reimbursement.

ARTICLE XXXVI
OSLAD SPECIFIC FINANCIAL INFORMATION

36.1. Advance Payment/Reimbursement. An advance payment of 50% of the grant award may be paid to the Grantee. The Grantee may opt out of the advance payment at the time of the award of the grant. Reimbursement of costs shall be handled in accordance with the following:

(a) *Grantee Receives Advance Payment*. If the Grantee chooses to receive the advance payment it will be paid to the Grantee at the time the Grantor awards the grant. The remaining 50% of the grant award shall be distributed to the Grantee on a reimbursement basis. The Grantee must provide the Grantor all bills/receipts, payments/canceled checks, and any other documentation required by the Grantor to document the expenditure of the advanced funds, including interest. No reimbursement of the remaining 50% of the grant award will occur until documentation of all advanced funds, including interest, is approved by the Grantor. Once the Grantor approves the expenditure of the advanced funds, including interest, the 50% balance of the grant funds will be paid out on a reimbursement basis.

(b) *Grantee Opts Out of Advance Payment*. The Grantee may opt out of receiving the advance payment at the time of the award of the grant. The Grantee must provide to the Grantor all bills/receipts, payments/canceled checks, and any other documentation required by the Grantor for reimbursement of all costs incurred.

(c) *Grant Extension*. The Grantor shall consider the Grantee's request for an extension to the grant if:

(i) The advanced payment is expended or legally obligated within the 2 years required by Section 5 of the Illinois Grant Funds Recovery Act, or;

(ii) No advance payment was made.

36.2. Interest-bearing Account. The Grantee is required to deposit the 50% advance payment in a separate interest-bearing account separate from their general accounts. The interest earned from this account must be reported quarterly and expended on the project in addition to all grant payments and required matching funds.

36.3. Project Costs. Project costs eligible for assistance shall be determined upon the basis of criteria set forth for the Open Space Lands Acquisition and Development Grant Program as specified in 17 Illinois Administrative Code Part 3025.

36.4. Payment. Any payment(s) to the Grantee will be made as reimbursement for eligible expenses following submission to Grantor of a certified reimbursement request listing all funds expended and including any other documentation required by Grantor following all instructions provided in the Implementation and Billing

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Packet.

36.5. Project Reimbursement requests. Project reimbursement requests are to be submitted to the Grantor quarterly. Forms and instructions presented in the Implementation and Billing Requirements must be used.

36.6. Final Reimbursement request. A project shall be deemed completed for grant payment when the Grantee submits a final certified project billing form seeking final grant reimbursement which is approved for payment by the Grantor. Failure by the Grantee to submit required reimbursement request forms and substantiating documentation within 60 days following the project expiration date will result in the Grantee forfeiting all project reimbursements and relieves the Grantor from further payment obligations on the grant. Any grant funds remaining after final reimbursement to the Grantee will be reprogrammed at the discretion of Grantor.

36.7. Record Maintenance. The Grantee shall maintain, for a minimum of 3 years following project completion, satisfactory financial accounts, documents, and records associated with the project and the disbursement of grant funds pursuant to this Agreement and shall make them available to the Grantor and the State of Illinois, Auditor General or Attorney General, for auditing at reasonable times. Failure by the Grantee to maintain such accounts, documents, and records as required herein shall establish a presumption in favor of the State of Illinois for recovery of any funds paid by the State per this Agreement for which adequate records are not available to support their purported disbursement.

36.8. Audit. Grantees receiving a cumulative total of $500,000 or more in state OSLAD assistance in a given year are required to have an agency-wide annual financial and compliance audit conducted, as is generally required by 1) state law (65 ILCS 5/8-8-1 et seq. or 55 ILCS 5/6-31001 et seq.) or 2) by the Grantee's own governing body, as applicable. A copy of the audit must be provided to the Grantor, upon request, OR if any findings (irregularities) involving the OSLAD grant are reported in the audit.

36.9. Disallowed Costs. The Grantee shall be responsible for timely action in resolving any audit findings or questioned project costs. If questioned costs are ultimately deemed disallowed as determined by the Grantor or its representative, the Grantee shall be responsible for repayment of such costs.

ARTICLE XXXVII
OSLAD SPECIFIC TERMS

37.1. The purpose of Agreement. To enable the Grantor to provide financial assistance to the Grantee to acquire or develop land for outdoor recreation facilities that are open and accessible to the public in Illinois.

37.2. Project Implementation. Grantee is solely responsible for the design and implementation of the project described in its Project Application, the terms and conditions of which are hereby incorporated by reference and made a part of this Agreement. Failure by the Grantee to comply with any of the Agreement terms or the terms of the Project Application shall be cause for the suspension of all grant assistance obligations thereunder and may result in debarment for two grant cycles.

37.3. Project Progress. The Grantee agrees to implement and complete the approved project pursuant to the time schedule and plans set forth in the Project Application. Failure to render satisfactory progress or to complete the approved project to the satisfaction of the Grantor per the terms of this Agreement is cause for suspension and/or termination of all obligations of the Grantor under this Agreement.

37.4. Environmental and Cultural Resource Compliance. Approved grant project construction shall not

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commence and no payment shall be made under this grant until the Grantee, as set forth under the Grantor's Comprehensive Environmental Review Process (CERP), has initiated and completed all necessary project review and consultation with the Grantor as required by section 11 of the Endangered Species Protection Act, 520 ILCS 10/11; section 17 of the Illinois Natural Areas Preservation Act, 525 ILCS 30/17; the mitigation or compensation determinations required by the Interagency Wetland Policy Act, 20 ILCS 830/1 et seq.; and the environmental and economic impact determination required by the Historic Preservation Act, 20 ILCS 3420/4.

37.5. Labor Residency. Fifty percent (50%) of the labor hours on the project must be performed by actual residents of the State of Illinois (20 ILCS 805/805-350).

37.6. Public Access. Any property acquired or developed through assistance from the Illinois OSLAD grant program must be open to the public for outdoor recreation use without regard to race or color, creed, national origin, sex, age, or disability, nor based on residence, except to the extent that reasonable differences in user fees may be imposed amounting to no more than double the fees charged to residents.

37.7. Land Acquisition. Projects receiving funding for land acquisition from the OSLAD program shall be operated and maintained in perpetuity for public outdoor recreation use.

37.8. Program Compliance/Maintenance Requirements – Project Development. Projects receiving funding for development from the OSLAD program shall be bound by the terms of this Agreement for the time period specified below for the total amount of OSLAD funds expended on the project (17 Ill. Adm. Code 3025.70).

Total Grant Award	**Time Period After Final Billing**
$1 to $50,000	6 years
For every $25,000 increment over $50,000	Add 1 year

37.9. Program Compliance/Maintenance Requirements – Acquisition Projects. Land acquired with funding assistance from the Illinois Bicycle Path Grant Program shall be operated and maintained in perpetuity for public outdoor recreation use.

37.10. Conversion. Property acquired or developed with OSLAD funds may not be converted to a use other than public outdoor recreation use as provided in this Part without prior Grantor approval. Approval of property conversion will be granted only if the Grantee substitutes replacement property of at least equal market value and comparable outdoor recreation usefulness, quality, and location (17 Ill. Adm. Code 3025.70).

37.11. Appraisal. For projects receiving acquisition assistance, an appraisal must be provided by the Grantee and submitted to the Grantor for review and certification to establish the property's market value. The appraisal must be completed to the Grantor specifications (17 Ill. Adm. Code 3025.70).

37.12. Property Title/Deed. For projects receiving development assistance, the Grantee must possess either fee simple title or other means of legal control and tenure (easement, lease, etc.) over the property being improved for the period of time commensurate with the program amortization schedule shown in the administrative rules, unless otherwise approved by the Grantor. The Grantor will consider, on a case-by-case basis, lease arrangements for shorter periods when State statute prohibits the Grantee from entering into such a long-term agreement, or other circumstances beyond the control of the Grantee prohibit such arrangements.

37.13. Procurement. The Grantee must adhere to applicable state and local procurement requirements and make available to the Grantor all working plans, specifications, contract documents and cost estimates for review prior to commencing work. The format for any advertisement or prospectus soliciting and inviting bids, indicating dates of same, must also be presented, upon request, to the Grantor for review prior to publication.

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37.14. Operation and Maintenance. The Grantee must comply with and abide by the following operation and maintenance provisions (17 Ill. Adm. Code 3025.70):

(a) All land and facilities assisted with OSLAD funds shall be continuously operated and maintained by the Grantee in a safe and attractive manner at no cost to the Grantor and be operated and utilized in such a manner as to maximize the intended benefits to and for the public.

(b) the Grantor shall have access to OSLAD-assisted facilities at all times for inspection purposes to ensure the Grantee's continued compliance with this Part.

(c) The Grantee may enter into a contract or agreement with responsible concessionaires to operate and/or construct facilities, for dispersing food to the public and/or any other services as may be desired by the public and the Grantee for enjoyable and convenient use of the OSLAD-assisted site. Any and all concession revenue in excess of the costs of operation and maintenance of the OSLAD lands and/or facilities shall be used for the improvement of said lands or facilities or similar nearby public facilities. All sub-leases or licenses entered into by the Grantee with third persons relating to accommodations or concessions to be provided for or at the OSLAD facility for benefit of the public shall be submitted to the Grantor, upon request, for its approval prior to the sub-lease or license being entered into or granted by the Grantee. The lessee concessionaire or licensee providing such service at the project site shall not discriminate against any person or persons on the basis of race, color, creed, national origin, disability or place of residence in the conduct of its operation under the lease, license or concession agreement.

37.15. Project Deviations. No significant deviations from the approved Agreement (development plan) or control of property interests in the project site shall be made without prior written approval from the Grantor. Specific actions regarded as significant deviations include, but are not limited to:

a) The granting of an easement, right-of-way, or other such encumbrance on title which divests control of the project site from the Grantee to another individual, group, agency, or entity.

b) Any significant deviation from the approved project site plan OR change, alteration or disposition of the project site ¬to anything other than public outdoor recreation use, unless approved in this Agreement or by the Grantor. The construction of any building including indoor recreation facilities, exclusive of outdoor recreation service or support structures and sanitary facilities, are considered a conversion in use.

c) The construction of any overhead service utility line on the project site subsequent to the date of this Agreement, except for electric lines over 15 kv, unless otherwise approved by the Grantor. (All future utility lines servicing the project site, except as noted, must be buried.)

37.16. Permits, Licenses, Consent. In connection with project construction, and the subsequent operation and maintenance of the facilities, the Grantee agrees that it shall be responsible for and obtain all permits, licenses, or forms of consent required to complete the project. Failure to obtain any required permit or approval may jeopardize grant reimbursement and/or cause debarment.

37.17. Assignment. No assignment of grant provisions or duties is allowed.

37.18. Accessibility - Americans with Disabilities Act. All facilities constructed with state OSLAD grant assistance must be designed and developed to fully accommodate accessibility standards as per the Illinois

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Accessibility Code Standards, the Americans with Disabilities Act (ADA) (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130).

37.19. Business Enterprise Program. If the grant award is $250,000 or more for capital construction costs or professional services, Grantee certifies that it shall comply with the business enterprise program practices for minority-owned businesses, female-owned businesses, and businesses owned by persons with disabilities of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575/) and the equal employment practices of Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105). See 30 ILCS 105/45.

37.20. Access. It is agreed and understood by the Grantee that the Grantor representative shall have access to the project site to make periodic inspections as work progresses. It is further agreed and understood by the Grantee that the Grantor reserves the right to inspect the completed project prior to project acceptance and grant reimbursement to the Grantee.

37.21. Incorporation. The OSLAD Grant Manual, the Grant Application, Grant Budget, and Implementation and Billing Packet is hereby incorporated herein by reference and made a material and binding part of this Agreement.

ARTICLE XXXVIII
ACKNOWLEDGEMENT OF FUNDING SOURCE

38.1. Program Acknowledgement. Grantee must permanently post an OSLAD grant acknowledgment sign at the project site. The necessary sign will be provided by the Grantor or specifications for its construction will be furnished to the Grantee, if requested (17 Ill. Adm. Code 3025.70). The acknowledgment shall incorporate the following language:

OPEN SPACE LANDS ACQUISITION & DEVELOPMENT PROGRAM
ILLINOIS DEPARTMENT OF NATURAL RESOURCES

38.2. Funding Source/IDNR Recognition. The Grantee shall give proper credit to the appropriate Fund and coordinate with the Grantor on any publication, written document, news article, television and radio release, interview or personal presentation, if initiated by the Grantee, which refers to the project.

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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: $600,000

SUGGESTED TITLE: Supplemental Appropriation/OSLAD grant/ $600,000 / for the Office of Public Utilities

CONTRACTOR / VENDOR NAME: Illinois Department of Natural Resources **VENDOR NO:** 5708

CONTRACT TERM: Two years **Change in Scope Yes** ☐ **No** ☑

CONTRACT AMOUNT: $600,000 (Original amount if change order) **Change Order #** _____ **Additional Amount** _____

Method of Purchase (check one)

☐ **Low Bid**
☐ **Low Bid Meeting Specs**
☐ **Low Evaluated Bid**
☑ **Other:** Grant
☐ **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	101	200	JA	6014	LW77	$600,000
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	101	200	JA	4752	2306	$100,000
2	101	200	JA	4752	2307	$500,000
3						
4						

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

Grant Agreement

STAFF ANALYSIS

This Ordinance is provides authority to approve a reimbursable grant agreement to make improvements to Center Park and the Beachhouse area. CWLP applied for and was awarded reimbursable grant funding in the of $600,000.00 from Illinois Department of Natural Resources, OSLAD grant, to make improvements at Lake Springfield's Center Park, new playground and pickle ball courts. This Ordinance request also includes a budget supplemental appropriation to accept the reimbursable grant into revenue accounting string 101/200/JA/6014/LW77 and to expense the funds from 101/200/JA/4752/2306 & 2307.

FUNDS CHECK BY: Dakota Capranica Digitally signed by Dakota Capranica Date: 2026.03.19 15:40:33 -05'00' **Date:** _____

DIRECTOR / SUPERVISOR: Todd LaFountain Digitally signed by Todd LaFountain Date: 2026.03.10 14:42:56 -05'00' **Date:** _____ Brown, Doug Digitally signed by Brown, Doug Date: 2026.03.19 12:21:32 -05'00'

CITY PURCHASING AGENT: **Date:** 3/20/2026

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

The information supplied on this form is not confidential information.

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AN ORDINANCE APPROVING THE MASTER SERVICE AGREEMENT WITH THE ILLINOIS DEPARTMENT OF INNOVATION & TECHNOLOGY, AN ILLINOIS STATE AGENCY, IN THE AMOUNT NOT TO EXCEED $246,000.00 FOR INTERNET SERVICE ON BEHALF OF THE CITY OF SPRINGFIELD FOR A FIVE-YEAR TERM FOR THE OFFICE OF PUBLIC UTILITIES

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

WHEREAS, the City of Springfield requires high-speed internet in order to provide the City with services to include internet-based e-mail, Internet access, electronic file transfers, Mobile and Virtual Private Network (VPN) access, which allows employees to securely log into the City's network from an offsite location, and

WHEREAS, the Illinois Department of Innovation & Technology (DoIT), an Illinois State Agency, owns and operates the Illinois Century Network, which owns, operates, and controls a telecommunications backbone network with facilities for the transmission of data and video communications to other entities such as schools, libraries, state agencies, and local governments through the State of Illinois, and

WHEREAS, this Ordinance authorizes the City of Springfield Office of Public Utilities to enter into an agreement with DoIT for two (2) Gigabit (GB) bandwidth internet for a five-year term, and

WHEREAS, DoIT also will provide the City with a block reserved Internet Protocol (IP) addresses, which provide necessary external connections to the City and all cabling and hardware required for connection to the City's network, and

WHEREAS, this Ordinance approves and authorizes the execution of a Master Service Agreement and related to Broadband Service Order, copies of which are on file with the Office of the City Clerk, for said services, and

WHEREAS, the Office of Public Utilities Information Systems Division will administer said contractual services on behalf of the City of Springfield, and

WHEREAS, in accordance with the provisions of Section 38.42 of the City Code, the Purchasing Agent has determined that this contract is not subject to sealed competitive bidding because it is a professional service.

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

Section 1: The City Council of the City of Springfield, Illinois, hereby approves and authorizes execution of a Master Service Agreement and related Broadband Service Order with

DoIT, an Illinois State Agency, in an amount not to exceed Two Hundred and Forty-Six Thousand Dollars and No Cents ($246,000.00) in support of the City of Springfield Office of Public Utilities Information Systems Division.

Section 2: The Mayor and the City Clerk are hereby authorized and empowered to execute the above-referenced Master Service Agreement and related Broadband Service Order with DoIT, an Illinois State Agency, on behalf of the Office of Public Utilities.

Section 3: The Office of Budget and Management is hereby authorized and directed to pay the Illinois Department of Innovation & Technology (DoIT), an Illinois State Agency, in an amount not to exceed Two Hundred and Forty-Six Thousand Dollars and No Cents ($246,000.00) from Account Nos. 101-200-JB-6846-1601 and 102-200-JS-7846-1601, in accordance with the terms of the agreement.

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

PASSED:_____, 2026

RECORDED:_____, 2026

ATTEST:_____

SIGNED:_____

MAYOR

Approved as to legal sufficiency:

3-31-26

Office Of Corporation Counsel/ Date

Requested by the Office of Utilities/ Mayor Buscher

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Office of Public Utilities
ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

CONTRACTOR NAME: Illinois Department of Innovation & Technology (DoIT) and Illinois Century Network

CONTRACT AMOUNT: $246,000.00

TYPE OF AWARD: Professional Service

RELATED ORDINANCE INFORMATION:

Related: Ordinance # 098-03-22: AN ORDINANCE APPROVING A MASTER SERVICE AGREEMENT WITH THE ILLINOIS DEPARTMENT OF INNOVATION & TECHNOLOGY (DoIT), AN ILLINOIS STATE AGENCY, IN THE AMOUNT NOT TO EXCEED $132,000.00 FOR INTERNET SERVICE ON BEHALF OF THE CITY OF SPRINGFIELD FOR A FIVE-YEAR TERM FOR THE OFFICE OF PUBLIC UTILITIES.

INFORMATION:

This ordinance authorizes the City of Springfield Office of Public Utilities' Information Systems Division to enter an agreement for the City's high speed Internet service with Illinois Department of Innovation & Technology (DoIT), an Illinois State Agency, who owns and operates Illinois Century Network ("ICN"). ICN owns, operates and controls a telecommunications backbone network with facilities for the transmission of data and video communications to other entities such as Schools, Libraries State agencies and local governments throughout the State of Illinois.

ICN will provide the City with two (2) Gigabit (GB) bandwidth Internet service, at a total cost of $246,000.00for the 60 month agreement term ($4,100.00) per month). This high speed bandwidth will provide City with services to include Basic internet security and monitoring, Denial of Service protections, 1 Class C Address Range, used for Internet Access, Electronic file transfers, Mobile and Virtual Private Network (VPN) access, which allows employees to securely log onto the city's network from offsite and mobile locations. A portion of this bandwidth is also used for SpringfieldFreeWifi service for the downtown area. ICN also will furnish the City with a block of reserved Internet Protocol (IP) addresses, which provide the necessary external connections to the city. This includes the Web Servers, Email and Internet addresses. ICN will supply all cabling and hardware needed to connect to the City's network.

This ordinance authorizes the execution of a Master Services Agreement and related Broadband Service Order with ICN for these services. Either party may terminate service with 30-days written notice. ICN has been the City's Internet Provider since 2003.

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

MEMORANDUM

TO: **Emily Rosenberger**

FROM: **Anthony Quinones – Assistant Purchasing Agent**

DATE: **March 20, 2026**

SUBJECT: **Professional Services Determination**

I have reviewed the Ordinance Fact Sheet concerning Illinois Department of Innovation & Technology for a sixty (60) month master service agreement and Broadband Service Order in an amount not to exceed $246,000.00 for CWLP – Office of Public Utilities.

Based on the information provided, I have determined that this vendor possesses a degree of professional skill and expertise in the required area. Pursuant to Section 38.42 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive Bids.

300 SOUTH SEVENTH • ROOM 200 • SPRINGFIELD, ILLINOIS 62701-1681 • (217) 789-2205 • FAX (217) 789-2207

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GCIU 409-C

Illinois Department of Innovation and Technology Master Service Agreement

This Master Service Agreement ("**Agreement**") is made effective as of the date of last signature below ("**Effective date**") by and between the Illinois Department of Innovation and Technology, an Illinois State Agency with an address of 120 West Jefferson Street, Springfield, IL 62704 ("**DoIT**") and City of Springfield, OPU, a Municipal Government, with an address of 800 E. Monroe, Springfield, IL ("**Customer**"). Each may be referred to herein as a "**Party**" and collectively as the "**Parties**."

This Agreement terminates and supersedes any prior master service agreements entered into between Customer and DoIT.

PURPOSE

DoIT owns and operates a broadband backbone network ("**Illinois Century Network**" or "**ICN**" or "**DoIT Backbone Network**") with facilities for providing Intranet, Internet, security, and other services throughout the State of Illinois for its customers and constituents. DoIT also purchases Internet services and broadband circuits on behalf of and for its customers and constituents. DoIT issues individual master service agreements to provide these services to such customers and constituents.

ARTICLE 1 – GENERAL

1.1 Agreement Structure. The purpose of this Agreement is to provide general terms, conditions and a framework within which Customer may from time to time purchase certain transport, dedicated internet access and security services ("**Services**") from DoIT for its use. This Agreement and Service Orders (as defined in Section 1.2 below) and any other attachments incorporated therein shall collectively be referred to as the "**Agreement.**"

1.2 Orders for Services. Working directly with the Customer, DoIT staff will help identify available connectivity and service options and will assist Customer throughout the provisioning, installation and turn-up of the Service. DoIT will prepare for the Customer a "**Service Order**," which will clearly identify the Service, monthly recurring charge ("**MRC**"), non-recurring charge ("**NRC**"), and Customer billing contact information and address. Once DoIT has received a signed copy of the Service Order from the Customer, DoIT will begin the provisioning of the Service. Each Service Order shall incorporate by reference, and shall be subject to, the terms and conditions of this Agreement, and the Service Level Agreement ("SLA") available at www.illinois.net when applicable. All Service Orders shall be subject to the availability of the Service requested and acceptance by DoIT. Customer acknowledges and agrees that Customer is solely responsible for the accuracy of all Service Orders and other information that it provides to DoIT.

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1.3 Order of Precedence. In the event of an express conflict between a term(s) of this Agreement and the term(s) of any Service Order, precedence will be given in the following order: (a) the Service Order but solely with respect to the Service covered by that Service Order and provided that an authorized representative of DoIT has executed such Service Order; and (b) this Agreement.

1.4 Acceptable Use Policy. Customer agrees to be bound by DoIT's Acceptable Use Policy which may be found at www.illinois.net.

1.5 Cisco Products and Services. To the extent that Cisco Systems, Inc. ("**Cisco**") products and services are made available for Customer's use in connection with the Services provided under this MSA, Customer agrees to be bound by the terms and conditions of Appendix A (including Exhibit C) attached hereto and incorporated herein. DoIT shall have no liability to Customer for any claims or damages related to the Cisco products and services.

ARTICLE 2 – TERM

2.1 Agreement Term. This Agreement shall be in effect for a period of five (5) years from the Effective Date ("**Initial Term**") unless terminated earlier as otherwise provided for in this Agreement, and shall automatically renew for one (1) year periods thereafter (each a "**Renewal Term**") (Renewal Term(s) together with the Initial Term shall be referred to as the "**Term**") until either Party notifies the other Party of its intent not to renew the Agreement at least sixty (60) days prior to the end of the Initial Term or any Renewal Term. Notwithstanding the foregoing, in the event that a Service Order has a term longer than the Initial Term or Renewal Term of the Agreement stated herein, such Service Order remains in effect and this Agreement shall survive and govern and continue in effect with regard to only such Service Order until the termination of the Service Order.

2.2 Service Term. Each Service Order shall specify a period of time during which Customer may receive the applicable Services at the rates stated in the Service Order ("**Service Term**"). DoIT may commence work toward the provision of Services upon the Service Order Acceptance Date (as defined below), which may fall before the technical start date of the Service Term but which may still result in certain costs to Customer. Activation of Services will begin upon the Service Activation Date (as defined below) and will continue until the end of the Service Term specified in the Service Order, unless terminated earlier as otherwise provided for in this Agreement. Thereafter, unless otherwise stated in the Service Order, the Service Term of each such Service Order shall automatically renew for one (1) month periods (each a "**Service Renewal Term**") pursuant to the terms of the Agreement until terminated by either Party upon thirty (30) days written notice prior to the end of the Service Term or the then current Service Renewal Term; provided, however, that Customer shall continue to be responsible for payment to DoIT for the Services to be terminated through the end of the thirty (30) day notice period plus any early termination charges which may apply. Customer will not receive notice of a Service Term or Service Renewal Term expiration date. After the Service Term and during any Service Renewal Term, DoIT reserves the right to increase rates for any Services provided thereunder upon at least thirty (30) days' notice.

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ARTICLE 3 – SERVICE ORDER PROCEDURE

3.1 To order a Service, Customer must execute a Service Order provided by DoIT. Customer may order additional Services from time to time by executing additional Service Orders. Upon receipt of a Service Order executed by Customer, DoIT will either: (a) accept the Service Order by way of counter-execution ("**Service Order Acceptance**"); (b) request clarification of information on the Service Order; or (c) reject the Service Order. DoIT shall be under no obligation to accept a Service Order. The date of DoIT's acceptance and counter-execution of the Service Order shall constitute the "**Service Order Acceptance Date**."

3.2 Following the Parties' mutual execution of a Service Order, DoIT will commence preparation work related to the Service Order and will notify Customer once a Service has been installed and activated ("**Service Activation Notice**"). The date of such notice shall constitute the "**Service Activation Date**;" provided, however, that if the Service is not initially accepted by Customer due to reasonable concerns that the Service does not conform with DoIT's specifications, DoIT shall address the alleged issues of non-conformance and issue a new Service Activation Notice, and the date of that new notice shall constitute the Service Activation Date. The Service shall be deemed accepted by Customer if (i) within seventy-two (72) hours following receipt of the Service Activation Notice, Customer does not notify DoIT in writing that the Services do not conform to DoIT's specifications (with evidence of such non-conformance included in the notice); (ii) DoIT has not performed the testing ensuring compliance with service specifications listed in the Service Order ("**Acceptance Testing**") due to Customer's failure to satisfy any of its obligations under this Agreement related to installation or activation; or (iii) Customer begins using the Service for any purpose other than testing.

ARTICLE 4 – BILLING AND PAYMENT

4.1 **Credit and Deposit**. If requested by DoIT, Customer shall complete and submit DoIT's standard credit application. DoIT may from time to time conduct a review of Customer's credit rating and payment history. DoIT may require Customer to pay a deposit before acceptance of a Service Order. Additionally, for any existing Services, DoIT may require (i) Customer to pay a deposit or (ii) an increase in the existing deposit, upon the failure of Customer to submit payment of any amount by the Due Date as a condition to the continued provision of such existing Services. DoIT shall refund any amount of deposit paid pursuant to this Section, less any amount for payments that Customer still owes to DoIT, when DoIT determines in good faith, based on Customer's credit rating and payment history, that such deposit is no longer necessary to ensure payment, but in no event later than after the termination of all Services and termination of this Agreement.

4.2 **Invoicing and Payment Terms**. DoIT will provide Customer with a monthly itemized invoice for the Services together with all other charges due. Customer shall pay DoIT all charges within 30 days of the invoice date or in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505). Unless otherwise stated in the Service Order, DoIT may begin invoicing Customer for any NRC, or for any cancellation fees if applicable, upon the Service Order Acceptance Date. DoIT may invoice, and Customer shall be liable for, the applicable MRC payments for Services, or any early termination fees if applicable, beginning upon the Service Activation Date.

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4.3 Invoice Disputes. To the extent that Customer disputes any portion of an invoice, Customer shall notify DoIT in writing and provide detailed documentation supporting its dispute within forty-five (45) days of the invoice date or the Customer's right to any billing adjustment shall be waived. In the event of a billing dispute, Customer shall timely pay all undisputed amounts. If the dispute is resolved against Customer, Customer shall pay such amounts due from the date the payment was originally due. A dispute may not be based upon a claim that all or a portion of the charges for the Services were incurred by unauthorized users. If the dispute is resolved against DoIT, DoIT will issue credit for the disputed amount outstanding or provide service credits for any payments made.

ARTICLE 5 – CANCELLATION

5.1 Cancellation. Customer may cancel a Service Order at any time prior to the Service Order Acceptance Date for such Service without any further liability. In the event Customer requests cancellation of a Service on or after the Service Order Acceptance Date and prior to the Service Activation Date for such Service, Customer shall be obligated to pay DoIT for any costs DoIT has incurred in provisioning the Service, including, but not limited to, any contracts entered into by DoIT in connection with this Agreement and any completed or incomplete installation services rendered, and the full cost of DoIT fiber and DoIT fiber facilities between the DoIT network and Customer property. If Customer requests cancellation at any time on or after the Service Activation Date, then Customer shall be liable for the early termination charges set forth in Article 6 below.

ARTICLE 6 – TERMINATION

6.1 Early Termination. In the event that Customer terminates any Service on or after the Service Activation Date but prior to the end of the Service Term or Service Renewal Term, or if DoIT terminates Services pursuant to a Customer Default, Customer shall be subject to early termination charges equal to (i) one hundred percent (100%) of all MRC for Services multiplied by the number of months remaining in the Service Term, or any Service Renewal Term, as the case may be; plus (ii) any and all installation charges, reasonable construction costs, charges from termination of third party services, or other charges or costs which have been incurred by DoIT in providing Customer with Services. Customer may exercise such right to terminate for convenience by providing at least thirty (30) days prior written notice. The Parties agree that the charges in this Section are a genuine estimate of DoIT's actual damages in the event Customer terminates for convenience and are not a penalty.

6.2 Termination for Cause. DoIT shall notify Customer of any breaches of the terms of this Agreement or of any Service Order by Customer, or any individual acting directly or indirectly under color of authority of Customer. Customer shall have thirty (30) days to cure such breach. In the event such breach is not cured within the thirty (30) days this Agreement may be terminated by DoIT without further notice, obligation or liability to Customer.

ARTICLE 7 – EQUIPMENT AND INSTALLATION

7.1 Customer Equipment. Customer, if requested by DoIT, shall provide a router or other connectivity equipment approved by DoIT for direct connection to the Network and to replace, at its expense, this equipment if it reaches the end of its useful life or at the expiration of the manufacture's support period. DoIT shall identify and install the equipment needed by Customer at its site to access the ICN if desired by the Customer. Customer is responsible for purchasing its own equipment. Unless Customer agrees to release DoIT of management responsibilities, DoIT shall monitor and support Customer's router or approved access device, for sites directly

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connected to the ICN, in accordance with industry standards, provided Customer maintains at its sole expense a valid maintenance plan with equipment manufacturer. If, on responding to a Customer initiated service call, DoIT and Customer jointly determine that the cause of the service deficiency was a failure, malfunction or the inadequacy of equipment other than DoIT's Equipment or DoIT's Network, DoIT reserves the right to assess a fee for actual time and materials expended during the service call.

7.2 DoIT Access to Customer Premises. Where applicable, Customer shall provide DoIT with access to all Customer locations for purposes of installation, maintenance, and repair of DoIT Equipment on Customer premises. DoIT shall provide reasonable notice under the circumstance to Customer prior to entering Customer's point of presence to install, maintain or repair any of the DoIT Equipment. Customer will provide a safe place to work and comply with all applicable laws regarding the working conditions on the Customer premises.

7.3 DoIT Equipment. DoIT, or its agent, may provide, install, maintain, repair, operate and control DoIT's equipment including but not limited to fiber, conduit, man holes, hand holes, ducts, electrical and optical equipment ("**DoIT Equipment**"). DoIT Equipment shall remain the sole and exclusive property of DoIT, and nothing contained herein shall give or convey to Customer, or any other person, any right, title or interest whatsoever in DoIT Equipment, notwithstanding that it may be, or become, attached to, or embedded in, realty. Customer shall not tamper with, remove or conceal any identifying plates, tags or labels identifying DoIT's ownership interest in DoIT Equipment. Customer shall not adjust, align, attempt to repair, relocate or remove DoIT Equipment, except as expressly authorized in writing by DoIT. Customer shall be liable for any loss of or damage to DoIT Equipment caused by Customer's negligence, intentional acts, or unauthorized maintenance and shall reimburse DoIT for the same, within thirty (30) days after receipt by Customer of a request for reimbursement.

ARTICLE 8 – MAINTENANCE

8.1 Maintenance. DoIT shall maintain a 24x7x365 Network Operations Center (NOC) which will monitor the network and respond to customer calls and emails, perform network troubleshooting and engage network engineers and teams to resolve network issues, work with network and Internet Service Providers to resolve problems, and utilize a trouble ticketing program to track all incidences. NOC contact information is available at the Illinois Century Network website at www.illinois.net and may be reached by calling 312.814.3648 Option 2 or by email at doit.icn.noc@illinois.gov. DoIT shall perform regular and emergency maintenance on the network including upgrades to hardware and software, configuration changes or enhancements, or to increase network capacity and performance. DoIT has established maintenance windows as detailed at http://www.illinois.net. DoIT will perform emergency network maintenance outside of the maintenance window based on the urgency, as determined by DoIT, of the maintenance. Customers of the network will be notified by email at least five business days in advance of planned maintenance and DoIT will attempt, when reasonably possible, to notify customers by email for emergency maintenance outside the maintenance window.

ARTICLE 9 – DEFAULT; SUSPENSION OF SERVICE

9.1 Customer Default.

9.1.1 Customer is in default of this Agreement if Customer (a) fails to cure any monetary breach within five (5) days of receiving notice of the breach from DoIT; (b) fails to cure any non-monetary breach

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of any terms of the agreement within thirty (30) days of receiving notice of the breach from DoIT; or (c) files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or other similar law (each such event shall be a "**Customer Default**").

9.1.2 In the event of a Customer Default, DoIT may suspend Services to Customer until Customer remedies the Customer Default, or DoIT may terminate this Agreement and/or any or all of the Services being provided hereunder. DoIT may at its sole option, but without any obligation, cure a non-monetary breach at Customer's expense at any point and invoice Customer for the same. These remedies are in addition to and not a substitute for all other remedies contained in this Agreement or available to DoIT at law or in equity.

9.2 DoIT Default.

9.2.1 DoIT is in default of this Agreement if DoIT fails to cure any non-monetary breach of any material term of this Agreement within thirty (30) days of receiving written notice of the breach from Customer ("**DoIT Default**"); provided, however, that Customer expressly acknowledges that failure to meet the Service Availability Objectives in the SLA is not subject to a claim of a DoIT Default. Customer's exclusive remedies for any failure of DoIT to meet the Service Availability Objectives are set forth in the SLA.

9.2.2 In the event of a DoIT Default, Customer may terminate the Services and the Agreement upon written notice to DoIT. Any termination shall not relieve Customer of its obligations to pay all charges incurred hereunder prior to such termination.

ARTICLE 10 – IMPOSITIONS

10.1 All charges for the Services are exclusive of any Impositions (as defined below). Except for taxes based on DoIT's net income, Customer shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, franchise fees, rights of way fees or charges, license or permit fees, or other taxes, duties, fees, charges or surcharges (including regulatory fees), however designated, imposed on incident to, or based upon the provision, sale, or use of the Services ("**Impositions**"). Such Impositions may be shown on invoices as cost recovery fees. If Customer is entitled to an exemption from any Impositions, Customer is responsible for presenting DoIT with a valid exemption certificate (in a form reasonably acceptable to DoIT). DoIT will give effect to any valid exemption certificate provided in accordance with the foregoing sentence to the extent it applies to any Service billed by DoIT to Customer following DoIT's receipt of such exemption certificate. Customer shall indemnify, defend and hold DoIT harmless from payment and reporting of all such Impositions, including costs, expenses, and penalties incurred by DoIT in settling, defending or appealing any claims or actions brought against DoIT related to, or arising from, the non-payment of Impositions.

ARTICLE 11 – CONFIDENTIALITY

11.1 Confidentiality. Each Party, including its agents and subcontractors, to this Agreement may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Agreement. Customer shall presume all information received from DoIT or to which it gains access pursuant to this Agreement is confidential. Customer information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized or required by law either during the period of the contract or thereafter. The Customer must return any and all data collected, maintained, created or used in the course of the performance of the Agreement, in whatever form it is maintained, promptly at the end of the Agreement, or earlier at the request of DoIT, or notify DoIT in writing of its destruction. Any agent or subcontractor of Customer shall also be held to these confidentiality provisions, and Customer shall be responsible for any breach thereto by its agents or subcontractors. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information. Notwithstanding the above, nothing herein is intended to prevent or restrict DoIT or the State of Illinois from complying with all requirements of the Illinois Freedom of Information Act (5 ILCS 140).

ARTICLE 12 – CUSTOMER'S REPRESENTATIONS

12.1 Customer represents each of the following:

- It has all necessary power and authority to enter this Agreement and to perform all of its obligations hereunder and to manage and control and ensure each individual or entity that Customer authorizes, permits or allows to access the ICN or related services and equipment or facilities also complies with the terms of this Agreement in exercising such individual's access.
- This Agreement has been duly and validly authorized, executed and delivered by Customer and constitutes its valid and binding obligation.
- In performing its obligations hereunder, Customer will comply with all laws, rules and regulations of all governmental bodies having jurisdiction. Customer acknowledges that it is solely responsible for being aware of, and in compliance with, these applicable laws, rules and regulations, and that DoIT and the State of Illinois shall not be liable or responsible for Customer's failure to comply.
- Customer holds all required regulatory authorizations and permits to perform this Agreement according to its terms.
- Customer's obligations under this Agreement do not conflict with any other agreement.

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ARTICLE 13 – DOIT'S REPRESENTATIONS

13.1 DoIT represents the following:

- DoIT has all necessary power and authority to enter this Agreement and to perform all of its obligations hereunder.
- This Agreement has been duly and validly authorized, executed and delivered by DoIT and constitutes its valid and binding obligation.
- In performing its obligations hereunder, DoIT will comply with all laws, rules and regulations of all governmental bodies having jurisdiction.
- DoIT holds all required regulatory authorizations and permits to provide the Services identified herein.

ARTICLE 14 – DISCLAIMER OF WARRANTY

14.1 DoIT and the State of Illinois disclaim all express or implied warranties, including without limitation, warranties of title, non-infringement, merchantability, or fitness for a particular purpose. Except as expressly set forth in the Agreement, customer assumes total responsibility for use of the Services.

In addition to any other disclaimers of warranty stated in the Agreement, DoIT and the State of Illinois make no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of the Services will render Customer's systems invulnerable to security breaches, and DoIT shall not be responsible for any such vulnerability. Customer is responsible for Customer's own network security policy (including applicable firewall and Network Address Translation (NAT) policies) and security response procedures.

ARTICLE 15 – LIMITATION OF LIABILITY

15.1 Neither Party, the State of Illinois, their affiliates, agents, or contractors shall be liable for any indirect, incidental, special, reliance, punitive, or consequential damages or for any loss of, or cost to recover, data, use, business, revenues, profits, or goodwill relating to the services performed under this Agreement, or any action or omission relating to third parties, regardless of the legal theory under which such liability is asserted. Customer's indemnity obligations stated in this Agreement are exclusive of, and in no way limited by, this Section 15.1.

Any Customer claims relating to this Agreement must be brought within sixty (60) days following the end of the term or termination of the Services Order at issue.

ARTICLE 16 – LIMITATION OF SERVICE

16.1 Notwithstanding any other provision in this Agreement, this Agreement applies only to Services provided directly to the Customer for the Customer's use. These provisions shall not apply to offerings by the Customer for services to third parties. This Agreement does not constitute a joint undertaking for the furnishing of any service to customers or other third parties of the Customer. Services provided to the Customer under this Agreement may be connected to other facilities between certain locations and thereby constitute a portion of end-to-end service

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furnished by the Customer to its customers or third parties. DoIT does not undertake to offer any services to any person or entity other than the Customer.

ARTICLE 17 – INDEMNIFICATION

17.1 To the extent allowed by law and subject to the terms and conditions set forth below, Customer agrees to indemnify, defend and hold harmless DoIT, its affiliates, the State of Illinois and their respective officers, officials, directors, employees and agents, from and against any and all liabilities, damages, taxes, tax penalties, claims, deficiencies, assessments, losses, suits, proceedings, actions, investigations, penalties, interest, costs and expenses of any kind, including without limitation, fees and expenses of counsel (whether suit is instituted or not and, if instituted, whether at trial or appellate levels) (collectively, the "Liabilities"), arising from or in connection with any and all claims, liens, damages, obligations, actions, suits, judgments, settlements or causes of action of every kind, nature and character, in connection with or arising out of the acts or omissions of Customer or its employees, representatives, contractors, agents, officers or officials, third parties of the Customer using the services provided in this Agreement, including any breaches or violations by Customer of any of the covenants or agreements contained in this Agreement. This Section shall not relieve Customer from any liability it may have for its own negligence or misconduct, whether by act or omission, and the negligence or misconduct, whether by act or omission, of its employees, agents, officers, officials and directors, representatives, or contractors. The obligations and covenants contained in this Section shall survive the expiration or termination of this Agreement.

ARTICLE 18 – FORCE MAJEURE

18.1 Notwithstanding anything to the contrary contained in this Agreement neither Party shall be liable for loss or damage or deemed to be in breach of this Agreement due to such Party's failure or delay of performance, wholly or in part, under this Agreement if such failure or delay of performance is due to causes beyond such Party's reasonable control ("Force Majeure Event"), including but not limited to: acts of God, fire, flood, explosion, storm or other catastrophic event; strikes or work stoppages; lockouts; acts of any government authority or of any civil or military authority including regulatory mandates; national emergencies, cable cut(s); sabotage; insurrections; riots; wars; and unforeseen acts of third Parties that cannot be avoided by acts of due care. Any delay resulting from a Force Majeure Event shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable.

ARTICLE 19 – MISCELLANEOUS PROVISIONS

19.1 **IP Address Allocation Policy.** DoIT shall provide all Internet Protocol ("**IP**") addresses needed for Customer and its equipment to use for the sole purpose of using the ICN to access the Internet and Intranet, provided that DoIT retains sole and absolute administrative control of each IP address provided, including without limitation, determining system requirements and deployment of each IP address, network scanning, monitoring system use, and denying assignment of or revoking assignments of addresses. Use of DoIT addresses on other provider networks without DoIT written consent is prohibited.

19.2 **Network Security Management.** DoIT staff routinely become aware of advanced persistent threats (APTs), or generally hostile state actors attacking state and local governments, universities and other ICN

constituents. DoIT will provide network security and managed services, as further described in Appendix B, the terms and conditions of which are attached hereto and incorporated herein.

19.3 SLA Credits. All credits for any type of disruption in services shall be governed by the SLA. These credits shall be the Customer's sole and exclusive remedy for any disruption or interruption of the Services in this Agreement. The Customer must be in good standing with DoIT and the State of Illinois with respect to account receivables being current in order to submit a claim for, or receive, any credits.

19.4 Resale. For Services purchased or received under this Agreement, Customer shall prohibit, prevent, and not engage in any resale.

19.5 Connecting to ICN. For Services purchased or received under this Agreement Customer shall prohibit and prevent any other non-Customer entity from accessing, connecting to or interconnecting with the ICN in any manner or by any means.

19.6 Disruption of Service. DoIT reserves the right to block and/or terminate any connection to the ICN which is identified as causing a disruption of service on the backbone or to other customer connections and networks.

19.7 Applicable Law. This Agreement will be governed by the laws of the State of Illinois, without reference to its choice of law rules. Any claim against the State arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any agreement dispute. The State of Illinois does not waive sovereign immunity by entering into this Agreement. The official text of cited statutes is incorporated by reference (An unofficial version can be viewed at www.ilga.gov/legislation/ilcs/ilcs.asp. In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules the State does not unlawfully discriminate in employment, contracts, or any other activity.

19.8 Right and Authority. Each of the Parties hereto represents and warrants to the other that this Agreement shall be binding upon and inure to the benefit of each of the Parties hereto and their respective agents, servants, employees, representatives, affiliates, heirs, executors, transferees, successors, and assigns, as the case may be.

19.9 Notices. If to DoIT: All inquiries and notices shall be, in writing, addressed to DoIT at 120 West Jefferson Street, Springfield, Illinois 62702, or by email at DoIT.ICN@illinois.gov.

If to Customer: All inquiries and notices shall be addressed to Customer using the contact information and addresses provided below, or by email at an email address designated by Customer.

For Administrative Notices:	ISD Director, 300 S. 7th St. Room 109, Springfield, Il 62701 isddirector@cwlp.com
For Billing Notices:	CWLP Accounts Payable 800 E. Monroe 4th Floor, Il 62701 cwlpaccountspayable@cwlp.com
For Legal Notices:	Corporation Counsel 800 E. Monroe 3rd Floor, Springfield, Il 62701 corporation.counsel@springfield.il.us
For Maintenance Notices:	ISD Networking, 300 S. 7th St. Springfield Room B7, Il 62701 CWLP-Networking@cwlp.com

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19.10 Use of Marks. Neither DoIT nor Customer shall directly or indirectly hold itself out as or otherwise create the impression that it is sponsored, authorized, endorsed by, affiliated with, or an agent of the other Party or affiliate or successor thereof, including but not limited to using the name DoIT or DoIT Backbone Network or ICN or the name of Customer, or of any affiliate, or any colorable imitation thereof in, or as part of, any DoIT or DoIT Backbone Network or ICN name or trade name (collectively, the "Marks"), or in any other confusing or misleading manner without the written consent of the other Party. The Parties acknowledge that all Marks are the exclusive property of the Party that is lawfully registered to hold such Marks. Customer may not utilize DoIT and DoIT Backbone Network and ICN Marks in its advertising without DoIT's prior written consent, and only as long as it complies with all policies and procedures pertaining to this use prescribed by DoIT from time to time. Customer shall not use the Marks for any other purpose without the express prior written consent of DoIT.

19.11 Severability. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, the Parties shall negotiate in good faith to agree on a substitute provision that is legal and enforceable and is as near as possible consistent with the intentions underlying the original provision. If the remainder of this Agreement is not materially affected by such declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by law.

19.12 Interpretation. The construction of this Agreement shall not be construed against the Party causing its preparation but shall be interpreted on the basis of the plain meaning of the terms used which have been reviewed by both Parties in consultation with their respective counsel. Any provision of this Agreement officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between DoIT's and Customer's terms, conditions and attachments, DoIT's terms, conditions and attachments shall prevail.

19.13 Availability of Appropriations (30 ILCS 500/20-60). This Agreement is contingent upon and subject to the availability of funds. DoIT, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment or obligation being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay or fulfill such obligation, or if funds needed are insufficient for any reason, (2) DoIT reserves funds, or the Governor decreases DoIT's funding by reserving some or all of DoIT's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) DoIT determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Customer will be notified in writing of the failure of appropriation or of a reduction or decrease.

19.14 Modifications. DoIT reserves the right to modify this Agreement at any time. DoIT shall provide 30 days prior written notice to Customer of any modification adopted by DoIT.

19.15 Assignability. Customer may not assign this Agreement or any of its obligations hereunder without DoIT's prior written consent.

19.16 Remedies. The rights and remedies of DoIT hereunder shall not be mutually exclusive; i.e., the exercise of one (1) or more of the provisions hereof shall not preclude the exercise of any other provision hereof. Customer

acknowledges, confirms and agrees that damages may be inadequate for a breach or a threatened breach of this Agreement and, in the event of a breach or threatened breach of any provision hereof, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction or other equitable remedy. Nothing contained in this Agreement shall limit or affect any rights at law or by statute or otherwise for a breach or threatened breach of any provision hereof, it being the intent of this provision to clarify that the respective rights and obligations of the Parties shall be enforceable in equity as well as at law or otherwise.

19.17 FOIA. This Agreement and all related public records maintained by, provided to, or required to be provided to DoIT or the State of Illinois are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this Agreement. 5 ILCS 140.

19.18 Entire Agreement. This Agreement, the Service Level Agreement, and all applicable Service Orders consists of all the terms and conditions contained herein which articulate the full and complete understanding of the Parties pertaining to the subject matter of this Agreement. This Agreement supersedes any prior or subsequent understandings, proposals, representations, discussions, and/or agreements (oral or written), absent a specific reference therein superseding this Agreement.

19.19 Headings. The section headings in this Agreement are inserted as a matter of convenience and in no way define, limit, or describe the scope of extent of such section, or affect the interpretation of this Agreement

19.20 No Third Party Rights. This agreement is made only between the Parties hereof and shall not establish rights in any third party as a third party beneficiary or otherwise.

19.21 Counterparts/Facsimile/Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be delivered by facsimile transmission and facsimile and electronic signatures shall be treated as original signatures for all applicable purposes.

Department of Innovation and Technology (DoIT)		**[Customer name]**	
Signature:	_____	Signature:	_____
By:	_____	Printed Name:	GBA _____
Printed Name:	_____	Date:	_____
Date:	_____	Title:	_____
Title:	_____		

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Appendix B

Network Security Management

DoIT is continually working to secure the ICN and protect the ICN from cybersecurity threats and vulnerabilities. These efforts include securing the interconnect points between the ICN and Customer by monitoring network traffic for potential security vulnerabilities and malicious activity ("**DoIT Security Services**"). A security threat to the ICN may result from a security attack on the Customer network (for example, an attack on an internet protocol ("**IP**") address used by a Customer). Thus, DoIT prevention and mitigation of security attacks may also prevent and mitigate certain security attacks on Customer's network.

DoIT operates a Security Operations Center ("**SOC**") that has capability to monitor network traffic for potential security vulnerabilities and malicious activity, and that can further provide security consulting and testing services.

Customer hereby acknowledges and agrees to the following provisions:

1.1 DoIT may provide Customer certain security services that include auto distributed denial of service protection, firewall, ("**Customer Security Services**") to prevent and mitigate security attacks on Customer's network.

1.2 During the operation of DoIT Security Services or Customer Security Services, DoIT may have access to cyber activity data, including but not limited to source and destination IP addresses.

1.3 DoIT's Security Operations Center may monitor Customer's traffic for any malicious activity. "**Malicious activity**" may include any computer code, IP address, or website that can cause damage or a virus to a computer or system.

1.4 DoIT may conduct real-time monitoring and analysis of source and destination IP addresses and header information, as well as potential areas in Customer's external facing systems that are vulnerable to compromise or attack. In doing so, DoIT may identify and investigate potential cyber threats to Customer.

1.5 In the event that DoIT detects any vulnerabilities or malicious activity in Customer's data, DoIT may use best efforts to alert Customer as soon as reasonably practicable.

1.6 Customer agrees to cooperate with DoIT to prevent and mitigate security attacks on both the Customer network and on the ICN.

1.7 Customer Security Services or DoIT Security Services, including any alerts, information, findings, recommendations, reports, results, or conclusions, are provided on an "as is" basis with no warranties or representations of any kind. DoIT makes no warranty, express or implied, that all security threats and vulnerabilities will be detected or that the Customer Security Services or DoIT Security Services themselves will render Customer's network and systems safe from malicious code, intrusions, or other security breaches. Outside of provisions identified in the SLA (see Member Service Agreement, Article 1, Section 1.2), DoIT shall have no liability for damages or costs that may be caused by Customer Security Services or DoIT Security Services, for any intrusions by any third party, for any interruptions in service that may occur, or for any damage to Customer data or devices that may result, and DoIT shall not be responsible for failure to identify, prevent, remedy, or cure malicious activity that may cause damage to Customer's computers or systems.

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NOTE: Pursuant to Section 1.5 of the Master Service Agreement ("MSA"), to the extent that Cisco Systems, Inc. ("Cisco") products and services are made available for Customer's use in connection with the Services provided under the MSA, Customer agrees to be bound by the terms and conditions of this Appendix A (including Exhibit C) attached hereto and incorporated herein. DoIT shall have no liability to Customer for any claims or damages related to the Cisco products and services.

Appendix A

General Terms

1. Scope and applicability

1.1 These terms (the "**General Terms**") between You and Cisco govern Your access to, and use of, the Cisco Umbrella Software and Cloud Services distributed to You by Your Approved Source as part of their delivery of services to You in Your use of the Illinois Central Network and incorporate any Supplemental Terms and Offer Descriptions applicable to Your Order. At Your request, Cisco shall identify and provide to You any Supplemental Terms and Offer Descriptions applicable to Your purchase of the Cisco Offer, and You shall have the right to review and negotiate such Supplemental Terms and Offer Descriptions prior to any such purchase. Capitalized terms are defined in section 14 (Definitions).

1.2 You agree to be bound by the terms of these General Terms through Your express agreement to these General Terms.

2. Use Rights

2.1 **License and right to use.** Cisco grants You and Your Authorized Users, for Your direct benefit, a non-exclusive (except as contemplated herein or as otherwise permitted by Cisco or agreed to between You and Cisco):

(a) license to use Software and Cisco Content; and

(b) right to use Subscription Offers, including Cloud Services,

in accordance with Your Order from an Approved Source during the Usage Term, and these General Terms (collectively, the "**Use Rights**"). Your Use Rights are non-transferable (except as contemplated herein or under Your Approved Source's Enterprise Agreement Program Terms with Cisco). For the avoidance of doubt, notwithstanding anything to the contrary in these General Terms, You may freely change, at any time, which individuals/entities are associated or assigned to each license in the overall license count that is specified in Your Order, within the required limit.

2.2 **Limits on usage.** You may not:

(a) transfer, sell, sublicense, monetize or provide the functionality of any Cisco Offer to any third party, except as authorized by Cisco;

(b) use the Software on second hand or refurbished Cisco devices or use Software licensed for a specific device on a different device unless authorized by Cisco or permitted under the Transfer Policies;

(c) remove, change, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks from any Cisco Offer;

(d) reverse engineer, decompile, decrypt, disassemble, modify, or make derivative works of Cisco Offers; or

(e) use Cisco Content other than as needed to exercise Your Use Rights.

2.3 **Acceptable use.** You will ensure Your access or use of Software or Subscription Offers does not:

(a) violate applicable laws or the rights of any third party as it relates directly to Your use of the Cisco Offer; or

(b) impede or interfere with the security, stability, availability or performance of any Cloud Service, or any other network or service (e.g., denial-of-service attacks, penetration testing or distribution of malware).

2.4 **[Reserved]**

2.5 **Use by third parties.** You may permit Authorized Users to exercise the Use Rights on Your behalf, provided that such Authorized Users comply with these General Terms.

2.6 **Interoperability requirements.** If required by law, Cisco will promptly provide the information You request to achieve interoperability between applicable Cisco Offers and another independently created program on terms that reasonably protect Cisco's proprietary interests, provided You or Your Approved Source agree(s) to any additional terms reasonably determined by You and required by Cisco and subject to Your or Your Approved Source's prior review and agreement. To the extent such information constitutes Confidential Information as outlined in Section 6 below, You will hold it in confidence as permitted applicable laws, regulations, and rules.

2.7 **Use with third party products.** Cisco does not support or guarantee integration with third party technologies or services unless they are included as part of a Cisco Offer or agreed in writing. If included as part of the Cisco

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Offer or agreed to in writing, Cisco shall provide You with prior notice of the applicable third party terms and an opportunity to review and agree to such terms.

2.8 **Changes to Subscription Offers**. Cisco may change its Subscription Offers, typically to enhance them or add features. These changes will not materially reduce the core functionality of the affected Subscription Offers during the Use Term. Cisco will notify You and Your Approved Source of any changes.

2.9 **Maintaining Subscription Offers.** Cisco may occasionally perform maintenance of its Subscription Offers which may disrupt the performance or availability of affected Subscription Offers. Cisco will provide advanced notice of planned maintenance when reasonably possible. If Cisco performs emergency maintenance without notice, it will take reasonable steps to reduce any disruption of affected Subscription Offers however, Cisco shall use reasonable efforts to notify You as soon as possible of such emergency maintenance.

2.10 **Open-source technology.** Separate license terms apply to third party open-source technology used in Cisco Offers. Open-source terms are found at Cisco's Open Source webpage. As long as You use Cisco Offers according to these General Terms, Cisco's use of open-source technology in Cisco Offers will not impede Your exercise of Use Rights or cause Your software to become subject to an open-source license.

3. Free trials

3.1 **Accessing Free Trials.** Your Approved Source may let You access or use Cisco Offers on a trial, evaluation, beta or other free-of-charge basis (**"Free Trial"**). You may only access or use the Free Trial for the period specified (**"Free Trial Period"**). If no Free Trial Period is specified, You may only access or use the Free Trial for 60 days after the Free Trial is available to You. Free Trials may not come with support and may be incomplete or have errors. Unless agreed in writing by Cisco, You will not use the Free Trial in a production environment.

3.2 **Ending Free Trials.** At the end of a Free Trial, You will promptly Return the Cisco Offers as described in the Free Trial terms. Your Approved Source may change or terminate a Free Trial at its discretion with reasonable notice. In such event, to the extent practicably feasible and reasonable, Cisco will provide You the opportunity to receive a copy of any related data, information and files, in a non-proprietary format for Your own records.

3.3 **Continued use and disclaimer.**

(a) If You continue accessing a Cisco Offer after a Free Trial Period or fail to Return a Cisco Offer, You may be invoiced for use; however any invoicing will be subject to a new procurement or mutually agreed upon change order with Your Approved Source as well as prior approvals from You and the requirements and limitations of all applicable laws, rules and regulations, including but not limited to the Illinois Procurement Code (30 ILCS 500) and the Illinois Criminal Code (720 ILCS 5/33E-9).

(b) **Unless agreed by Cisco in writing or required by law, Free Trials are provided "AS-IS" without any express or implied warranties.**

4. End of life

4.1 **Notification.** Cisco may end the life of Cisco Offers by providing notice at the End-of-Sale and End-of-Life Products webpage. For the avoidance of doubt, the information contained at the preceding weblink is not intended to impose any legal obligations on You. To the extent that the content in the preceding weblink contains language that purports to impose any legal obligations on You, such language is not binding or applicable to You.

4.2 **Pre-paid Cisco Offers.** If Your Approved Source is prepaid a fee for Your use of a Cloud Service that is end of life before Your then-current Use Term ends, Cisco will either (a) provide You with a substantially similar, generally available alternative Cisco Offer, or (b) if Cisco cannot reasonably provide a substantially similar alternative Cisco Offer, it will refund the unused balance of fees paid for the relevant Cisco Offer to Your Approved Source or You (if Cisco is the Approved Source) once You return the Cisco Offer (if applicable).

4.3 **Refund.** Refunds issued under section 4.2 (Pre-paid Cloud Service) are calculated from the last date the applicable Cloud Service is available to the end of the applicable Use Term.

5. Paying Your Approved Source

Subject to the terms and conditions of any agreement between You and Your Approved source, and if applicable, You will pay Your Approved Source all amounts due under Your Orders. Any fees for additional consumption of a Subscription Offer or under a Buying Program will be subject to the requirements and limitations of all applicable laws, rules and regulations, including but not limited to the Illinois Procurement Code (30 ILCS 500) and the Illinois Criminal Code (720 ILCS 5/33E-9.

6. Confidentiality

6.1 **General obligation.** A recipient of Confidential Information will protect that Confidential Information (except that which is required to be disclosed pursuant to law enforcement, court order, or applicable laws, rules or regulation, including the Illinois Freedom of Information Act (5 ILCS 140)), using the same standard of care it uses to protect its own confidential information of a similar nature, but no less than a reasonable standard of care. This section 6 (Confidentiality) will not apply to information which:

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(a) is known by the recipient without confidentiality obligations;

(b) is or has become public knowledge through no fault of the recipient;

(c) is independently developed by, or for, the recipient; or

(d) is required to be disclosed in response to law enforcement demand, court order or under applicable laws or rules or regulations including but not limited to the Illinois Freedom of Information Act (5 ILCS 140).

6.2 **Permitted recipients.** A recipient of Confidential Information will not disclose Confidential Information to any third party, except to its employees, Affiliates and contractors who need to know. The recipient must ensure its permitted recipients are subject to confidentiality obligations no less restrictive than the recipient's obligations under these terms.

6.3 **Required disclosures.** The recipient may reveal Confidential Information if required by law, regulation or court order. A recipient will reasonably cooperate, subject to prior approval and discretion of the Illinois Attorney General (if You are recipient), at the discloser's expense regarding protective actions pursued by the discloser.

6.4 **Returning, destroying and retaining Confidential Information.** The recipient will return, delete or destroy all Confidential Information and confirm in writing it has done so upon discloser's reasonable written request, which shall be no less than 30 days, unless retention is required by law, rules or regulations or Confidential Information has been stored in a backup system in the ordinary course of business. Retained Confidential Information will continue to be subject to this section 6 for five years, or for any longer periods of confidentiality which are provided by mandatory provisions of applicable laws or regulations.

7. Privacy and security

7.1 Cisco respects Your Data and will access and use Data in accordance with the Data Briefs.

7.2 In addition, if Cisco processes Personal Data or Customer Content, Cisco will process such data according to:

(a) the Data Processing Terms for Personal Data (which are incorporated by reference);

(b) the security measures described in Cisco's Information Security Exhibit;

(c) the Privacy Data Sheets applicable to the relevant Cisco Offer; and

(d) privacy and data protection laws applicable to Cisco Offers.

7.3 Your use of Cisco Offers (including collection, processing and use of Customer Content with Cisco Offers) will comply with State of Illinois and Federal privacy and data protection laws applicable to Your Cisco Offers. To the extent Your use of the Cisco Offers requires compliance with applicable law, You are responsible for providing notice to, and getting consents from individuals, to the extent legally necessary, whose data may be collected, processed, transferred and stored through Your use of Cisco Offers.

7.4 For the avoidance of doubt, to the extent that a Data Brief or Privacy Data Sheet contains language that purports to impose additional legal obligations on You, such language is not binding on or applicable to You.

7.5 Cisco Security and Data Protection Requirements

(a) In providing each Cisco Offer, Cisco will comply with the provisions of any information security related documents or terms applicable to the Cisco Offer which are mutually agreed to by the parties. Cisco and its Affiliates, representatives, agents, employees, and subcontractors shall only access Your, Your Approved Source's and the Authorized Users' Customer Content, and Your and their networks and systems, when such access is necessary to provide or otherwise deliver the Cisco Offer and services contemplated herein.

(b) Cisco shall implement appropriate administrative, physical, and technical safeguards to protect Customer Content that are consistent with accepted industry practices. Cisco shall ensure that all such safeguards, including the manner in which information or data is collected, accessed, used, stored, processed, disposed of, and disclosed, comply with data protection and privacy laws applicable to Cisco in performing its obligations under these General Terms. Cisco shall not access or attain any personally identifiable information, protected classes of information, or other sensitive information while providing the services contemplated herein, except as contemplated in the applicable Offer Description and data privacy sheets and in compliance with applicable laws, rules, and regulations, and Cisco agrees that any such information shall be protected in the same manner as is Confidential Information.

(c) Cisco shall have a documented security incident policy and plan and must provide a copy at Your reasonable request.

(d) Where Cisco has undertaken independent third-party audit Statement on Standards for Attestation Engagements ("**SSAE 18**") certifications for a particular Cisco Offer, upon request by You, Cisco will provide annual copies of its applicable System Operation Controls 2 ("**SOC2**") report(s) and/or bridge/gap letter(s).

(e) Cisco will notify the State of Illinois Chief Information Security Officer at DoIT.ICN@illinois.gov within forty-eight (48) hours, or sooner as required by applicable, laws, rules, and regulations, of confirmation of any information breach or other security incident that impacts State of Illinois Customer Content. Cisco will use diligent efforts

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to remedy any such breach or incident in a timely manner to prevent a reoccurrence. Cisco will reimburse You the costs of mitigating damages and of providing legally required notifications to affected individuals.

8. Ownership of intellectual property

8.1 Unless agreed in writing, and as is otherwise provided in these General Terms and Your Approved Source's Enterprise Agreement Program Terms with Cisco, nothing in these terms transfers ownership in any intellectual property rights. You keep ownership of Customer Content and Cisco keeps ownership of Cisco Offers and Cisco Content. To the extent that Your use of any Cisco Offer results in any of Your, Your Approved Source's or Your Authorized Users' Customer Content being collected, used, stored or maintained by Cisco, Cisco must either (i) return such content and data in a non-proprietary and usable format, at Your request; or (ii) notify You in writing of its destruction.

8.2 Cisco may use any feedback You provide in connection with Your use of Cisco Offers as part of its general business operations and for providing You the Cisco Offers contemplated herein.

9. Intellectual property indemnity

9.1 **Claims.** Cisco will defend any third-party claim against You asserting that Your valid use of a Cisco Offer infringes a third party's patent, copyright, trade secret, registered trademark or any other intellectual property right (the "**IP Claim**"). Cisco will hold You harmless and indemnify You against the final judgment entered by a court of competent jurisdiction or any settlements arising out of an IP Claim, if You:

(a) promptly notify Cisco in writing of the IP Claim (but failure to promptly notify Cisco only limits Cisco's obligations to the extent it is prejudiced by the delay);

(b) reasonably cooperate with written direction given by Cisco (and Your Approved Source to the extent applicable) in the defense of the IP Claim, subject to the prior approval and discretion of the Illinois Attorney General; and

(c) subject to the prior approval and discretion of the Illinois Attorney General, grant Cisco the right to exclusively control the defense and settlement of the IP Claim, and any subsequent appeal.

You may retain Your own legal representation at Your own expense.

9.2 **Additional remedies.** If an IP Claim prevents or is likely to prevent You from accessing or using the applicable Cisco Offer, Cisco will, within a reasonable timeframe at Cisco's sole expense, either get the right for You to continue using the Cisco Offer or replace or modify the applicable Cisco Offer with non-infringing functionality that is at least equivalent. If either Cisco or Your Approved Source determine(s) those options are not reasonably available, either party may terminate the Use Rights related to the impacted Cisco Offer and Cisco will provide a prorated refund of the fee You (or Your Approved Source, if applicable) paid for the impacted Cisco Offer for the remainder of the unexpired Use Term.

9.3 **Exclusions.** Cisco has no obligation with respect to any IP Claim that would not have occurred but for:

(a) Cisco's compliance with any designs, specifications or requirements provided by You, or on Your behalf by a third party specifically designated and authorized by You in writing to provide such information;

(b) unauthorized modification of a Cisco Offer by You, or on Your behalf;

(c) the amount or duration of use made of a Cisco Offer, revenue You earned, or services You offered;

(d) the unauthorized combination, operation, or use of the Cisco Offer with non-Cisco products, software, content or business processes; or

(e) Your failure to change or replace the Cisco Offer as required by Cisco provided that you received at least ten (10) business days prior written notice from Cisco that the modification or replacement was necessary to avoid potential infringement.

9.4 To the extent allowed by law, this section 9 states Your only remedy regarding an IP Claim against You.

10. Performance standards

10.1 **Service Level Agreement.** Cisco Offers will comply with applicable Service Level Agreements, as set out in the corresponding Offer Description.

10.2 **Warranties.** Cisco provides the following warranties for Cisco Offers.

Warranty	Cisco Offer		
	Hardware	Software	Subscription Offers
Cisco warrants that: (a) the Cisco Offer substantially complies with the Documentation; and (b) if the Cisco Offer is a Cloud Service, that it provides that offer with commercially reasonable skill. These warranties will be in effect for the period specified below:	✓	✓	✓

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(1) if the Cisco Offer is a Subscription Offer, starting from commencement of the service, for the duration of the services; and (2) if the Cisco Offer is Hardware or Software, for 90 days from shipment or longer as stated in Documentation, or as set out in Product Warranties webpage in existence as of the Order execution date.		
Cisco warrants it will use commercially reasonable efforts and methods to deliver the Cisco Offer free from Malicious Code.	✓	✓
Cisco warrants that the Cisco Offer is free from defects in material and workmanship for 90 days from shipment or longer as stated in Documentation or as set out in Product Warranties webpage in existence as of the Order execution date.	✓	

To make a claim for breach of these warranties, promptly notify both Cisco and Cisco Partner (if they are Your Approved Source) within any specified warranty period.

For the avoidance of doubt, no weblink contained in this section 10.2 is intended to impose any additional obligations on You. To the extent that such a weblink contains content or language that purports to impose additional obligations on You, such language is not binding upon or applicable to You.

10.3 **Qualifications**

(a) You may have legal rights in Your country that prohibit or restrict the limitations set out in this section 10. This section 10 applies only to the extent permitted under applicable law.

(b) Section 10.2 does not apply if the Cisco Offer or the equipment on which it has been authorized for use:

(1) has not been used according to its Documentation or as otherwise authorized by Cisco and such use is the cause of the Cisco Offer failure;

(2) has been altered, except by Cisco or its authorized representative; for clarity, alterations contemplated are not intended to apply to user-adjustable settings present in the Cisco Offer;

(3) has been subjected to abnormal or improper environmental conditions, accident or negligence, or installation or unauthorized use inconsistent with Cisco's instructions or these General Terms;

(4) is provided under a Free Trial; or

(5) has not been provided by an Approved Source.

(c) Your and Your Approved Source's sole remedy for breach of a warranty under section 10.2 is, at Cisco's option, either:

(1) repair or replacement of the applicable Cisco Offer at Cisco's sole cost with functionality that is at least equivalent; or

(2) a refund of either:

(A) the fees paid for Use Rights in the non-conforming Software;

(B) the fees paid for the period in which the Subscription Offer did not conform less any amounts paid or owed under a Service Level Agreement; or

(C) the fees paid for the non-conforming Hardware.

(d) **Except as provided in Section 10.2 above, and to the extent allowed by applicable law, Cisco makes no express or implied warranties of any kind regarding the Cisco Offers. This disclaimer includes any warranty, condition or other term as to merchantability, fitness for purpose, or non-infringement. Cisco does not warrant that Cisco Offers will be secure, uninterrupted or error-free.**

11. Liability

11.1 **Excluded liability.** Neither party is liable for:

(a) indirect, incidental, reliance, consequential, special or exemplary damages; or

(b) loss of actual or anticipated revenue, profit, business, savings, data, goodwill, business interruption, damaged data, wasted expenditure or delay in delivery.

Where any loss or corruption of data arising from the use of the Cisco Offer is due to Cisco's negligent or intentional acts and omissions (i) in the performance of services onsite at Your or an Authorized User's location, Cisco will reimburse You or Your Approved Source (if applicable) for the actual and reasonable costs of restoring the data, or (ii) where Cisco is obligated to store Your or an Authorized User's data, Cisco will be responsible for restoring the data, with both (i) and (ii) being subject to the liability limitation in Section 11.2 below.

11.2 **Liability cap.** Each party's entire liability for all claims relating to these terms will not exceed the fees paid and payable to Cisco or the Cisco Partner for the specific Cisco Offer that is the subject of the claim. This cap is cumulative for all claims (not per incident) and applies collectively to each party and its Affiliates (not per Affiliate).

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11.3 **Unlimited liability**. Nothing in this section 11 limits or excludes liabilities that cannot be excluded or limited under applicable law, or for:

(a) bodily injury or death;

(b) fraudulent misrepresentation or wilful misconduct;

(c) breach of confidentiality obligations, unless the breach relates to section 7 (Privacy and security);

(d) failure to pay for Cisco Offers;

(e) misuse or misappropriation by a party of the other party's intellectual property rights;

(f) liability of Cisco with respect to its duty to defend and indemnify under Section 9 of these Terms, Intellectual Property Indemnity; or

(g) failure to comply with export control obligations.

12. Termination

12.1 **Material breach.** Either party may provide written notice to the other party if the other party materially breaches these General Terms. If the breach remains uncured after 30 days of the date of that notice, the non-breaching party may terminate these General Terms with respect to the affected Order. During the cure period and upon written notification to You, Cisco may suspend Your Use Rights if You have materially breached sections 2.1, 2.2, 2.3, and 13.7(b). For the avoidance of doubt, issues related to delayed payment will not be considered a material breach.

12.2 **Intentionally omitted**.

12.3 **Effect of termination or expiration.** You will Return applicable Cisco Offers (except any Cisco Offer in which title has transferred to You) at the end of Your Use Term or upon termination of an Order, unless required by law to be retained.

12.4 **Termination by You.** Cisco will refund Your Approved Source the prorated portion of fees Your Approved Source has prepaid for the Use Rights beyond the date of Termination, if these General Terms are terminated by You:

(a) Due to Cisco's material breach; or

(b) Due to Cisco's modification of a Cisco Offer in a manner that has a material adverse impact on Your use of that offer.

13. General provisions

13.1 **Survival**. Sections 5 (Paying Your Approved Source), 6 (Confidentiality), 7 (Privacy and security), 8 (Ownership of intellectual property), 9 (IP Indemnity), 10 (Performance standards), 11 (Liability), 12 (Termination) and 13 (General provisions) survive termination of these terms.

13.2 **No agency.** These terms do not create any agency, partnership, joint venture, or franchise relationship.

13.3 **Assignment and subcontracting.** Neither party may assign or novate these terms in whole or in part without the other party's written consent which will not be unreasonably withheld.

13.4 **Third party beneficiaries**. These terms do not grant any right or cause of action to any third party.

13.5 **Use records.** During the Use Term and for a period of 12 months after its expiration or termination, You will take reasonable steps to maintain reasonable records of Your use of the Cisco Offers, sufficient to verify compliance with these General Terms. Upon reasonable advance notice, You will let Cisco and its auditors who are under a written obligation of confidentiality access records of Your use of the Cisco Offers (including books, systems, and accounts) within 30 days' notice from Cisco. Cisco may not give this notice more than once in any 12-month period and will conduct any audit at a time agreed by you in advance and only during Your normal business hours. If the verification process reveals underpayment of fees, any payment will be subject to a new procurement or mutually agreed upon change order as well as prior approvals from You and the requirements and limitations of applicable laws, rules and regulations, including but not limited to the Illinois Procurement Code (30 ILCS 500) and the Illinois Criminal Code (720 ILCS 5/33E-9).

13.6 **Changes to these terms**. Any changes to these General Terms must be agreed in writing signed by Your Approved Source (or You, if permitted by Your Approved Source) and Cisco.

13.7 **Compliance with laws**

(a) **General.** Cisco will comply with all applicable laws rules and regulations relating to providing Cisco Offers under these terms. You will comply with all applicable laws relating to Your receipt and use of Cisco Offers, including sector-specific requirements and obtaining required licenses or permits (if any). For the avoidance of doubt, Cisco and its Affiliates will comply with the requirements of the Illinois Procurement Code (30 ILCS 500).

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(b) **Trade Compliance.** Cisco Offers are subject to US and other export control and sanctions laws around the world. These laws govern the use, transfer, export and re-export of Cisco Offers. You acknowledge and agree to the applicability of and Your compliance with such laws and You will not knowingly receive, use, transfer, export, or re-export any Cisco Offers in a way that would cause Cisco to violate those laws. You also agree to obtain any legally required licenses or authorization to export.

13.8 **Governing law and venue.** These General Terms and any disputes relating to them will be governed by the law of the State of Illinois. The parties to these terms submit to the exclusive jurisdiction of the Illinois Court of Claims (705 ILCS 505/1), or if applicable and permitted by the Illinois Attorney General, a U.S. District Court located in the State of Illinois, for any question arising out of or related to these General Terms.

13.9 **Notice**. Unless provided in these terms, applicable Offer Description, or an Order, notices to Cisco (a) should be sent to Cisco Systems, Legal Department, 170 West Tasman Drive, San Jose, CA 95134 or by email to contract-notice@cisco.com, and (b) are considered effective (i) upon delivery, if personally delivered, (ii) the next day, if sent by overnight mail, (iii) 3 business days after deposit, postage prepaid, if mailed, or (iv) the same day receipt is acknowledged, if sent by e-mail. Cisco may deliver notice to You and your Approved Source under these terms via email or regular mail, but it may provide notices of a general nature applicable to multiple customers on cisco.com.

13.10 **Force majeure.** Neither party is responsible for delay or failure to perform its obligations to the extent caused by events beyond a party's reasonable control including severe weather events, acts of God, supply shortages, labor strikes, epidemic, pandemic, acts of government, war, acts of terrorism or the stability or availability of utilities (including electricity and telecommunications). The affected party must make commercially reasonable efforts to mitigate the impact of the force majeure event.

13.11 **No waiver.** Failure by either party to enforce any right under these terms will not waive that right.

13.12 **Severability.** If any term in these terms is invalid or unenforceable, then the rest of these terms will continue with full force and effect to the extent possible.

13.13 **Entire agreement.** These terms are the complete agreement between the parties regarding the subject of these terms and supercede all previous communications, understandings or agreements (whether written or oral).

13.14 **Translations**. Cisco may provide local language translations of these terms in some locations. Those translations are provided for informational purposes only. If there is any inconsistency in those translations, the English version of these terms will prevail.

13.15 **No publicity**. Neither party will issue any press release or other publications regarding Your use of Cisco Offers without the other party's advance written permission.

13.16 **Order of precedence.**

(a) If there is any conflict between these General Terms, Supplemental Terms or any Offer Descriptions, the order of precedence is:

(1) The State of Illinois Rider;
(2) Data Processing Terms;
(3) Offer Descriptions – Product set forth in Exhibit C;
(4) Supplemental Terms (other than Regional Terms), and including Buying Programs Supplemental Terms and Offer Descriptions which shall be subject to review and negotiation by You;
(5) these General Terms; then
(6) any applicable Cisco policy expressly referenced in these General Terms.

14. Definitions

Term	Meaning
Affiliate	Any corporation or company that directly or indirectly controls, or is controlled by, or is under common control with the relevant party, where "control" means to: (a) own over 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through any lawful means
Approved Source	As it relates to the State of Illinois's Use Rights means Cisco or a Cisco Partner; and Approved Source as it relates to Your Use Rights means the State of Illinois providing the Cisco Offer through the Illinois Century Network.
Authorized Users	Your users, Affiliates, Your third-party service providers, and each of their respective Users, permitted to access and use the Cisco Offers on Your behalf.
Buying Program	Cisco's consumption-based programs for buying Cisco Offers such as the Cisco Enterprise Agreement.
Cisco, we, our or **us**	Cisco Systems, Inc. or its applicable Affiliates.
Cisco Content	Systems Information and data, materials or other content provided by Cisco directly or through Your Approved Source to You as part of Your access to Cisco Offers.
Cisco Offer(s)	Umbrella Software and Cloud Services
Cisco Partner	A Cisco authorized reseller, distributor, systems integrator or other third party authorized by Cisco to sell Cisco Offers.

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Term	Meaning
Cloud Service	An on-demand service provided by Cisco accessible via the internet and provides software, platform, infrastructure and network products and services on an 'as-a-service' basis as described in the applicable Offer Description.
Confidential Information	Non-public proprietary information of the discloser obtained by the recipient in connection with these General Terms, fidelity (b) is exempt from disclosure under the Illinois Freedom of Information Act (5 ILCS 140).
Customer Content	As defined in the Data Brief at the Customer Content - Data Brief webpage. In no event will terms found at this link impose any legal obligation on You.
Data	Personal Data, Customer Content and Systems Information.
Data Briefs	Documents describing each type of Data (e.g., Personal Data, Customer Content and Systems Information) that Cisco Offers collect, how it is collected, and when it is used, available at the Trust Portal webpage. In no event will terms found at this link impose any legal obligation on You.
Data Processing Terms	Cisco's data processing terms in the attached Data Protection Agreement ("DPA"), or terms agreed between You and Cisco covering the same scope. For the avoidance of doubt, nothing in this DPA, any Data Briefs, Privacy Data Sheets, or terms covering the same scope, shall be construed as an acknowledgement by the State of Illinois that it is subject to the law of any other State or foreign jurisdiction including but not limited to, regulations such as the GDPR or other similar privacy regulations.
Documentation	The technical specifications and use materials officially published by Cisco and in effect as of the date of an Order, specifying the functionalities and capabilities of the applicable Cisco Offer. For the avoidance of doubt, the information contained in the relevant Documentation is not intended to impose any additional obligations on You. To the extent that the applicable Documentation contains content or language that purports to impose additional obligations on You, such language is not binding on or applicable to You.
Free Trial	As defined in section 3.1 (Accessing free trials).
Free Trial Period	As defined in Section 3.1 (Accessing free trials).
Hardware	Tangible Cisco-branded hardware products as generally available on the Price List. Hardware does not include any tangible product listed on the Price List in the name of a third party.
Information Security Exhibit	A document describing the security measures that Cisco implements to secure Personal Data and Customer Content, available at the Information Security Exhibit webpage. In no event will terms found at this link impose any legal obligation on You.
Malicious Code	Code designed or intended to disable or impede the normal operation of, or provide unauthorized access to, networks, systems, Software or Cloud Services other than as intended by the Cisco Offer (e.g., as part of Cisco's security products) ; which may include but is not limited to, viruses, worms, trap doors, back doors, timers, clocks, counters, or other limiting routines, instructions, or designs that would erase data or programming or that would otherwise cause the products or services to become Inoperable or incapable of being used in the manner for which they were designed or in accordance with any Documentation.
Offer Description	The Cisco Umbrella Offer Description attached as Exhibit C. In the event that Cisco identifies and provides to You any additional Product Specific Terms applicable to the Cisco Offer, You shall have the right to review and negotiate such Product Specific Terms prior to any such purchase.
Order	The transaction through which You acquire a Cisco Offer from an Approved Source.
Personal Data	Any information about, or relating to, an identifiable individual. It includes any information that can be linked to an individual or used to, directly or indirectly, identify an individual, natural person. Further information regarding Personal Data is on the Personal Data - Data Brief webpage. For the avoidance of doubt, in no event will any change to the Personal Data – Data Brief webpage either change the definition of personal data stated here or impose any obligation upon You.
Price List	The price lists published at Cisco.com corresponding to the Cisco entity that sells the applicable Cisco Offer. For the avoidance of doubt, the Price List reflects Cisco's MSRP and Your Approved Source has discretion to independently determine its pricing to You.
Privacy Data Sheet	The privacy data sheet applicable to a Cisco Offer available on the Trust Portal - Privacy Data Sheet webpage.
Return	Stopping all use of, destroying or returning applicable Cisco Offers to Your Approved Source, as directed by Cisco or Your Approved Source, unless otherwise required to be retained by law.
Service Level Agreement	The service level agreement applicable to a Subscription Offer (if applicable) as set out in the applicable Offer Description.
Software	Cisco-branded computer programs, including Upgrades and firmware.
Subscription Offer	Cisco Offers provided on a term, or subscription, basis under Your Order.
Supplemental Terms	Any additional terms applicable to Your Order. At Your request, Cisco shall identify and provide to You any Supplemental Terms applicable to any purchase of a Cisco Offer, and You shall have the right to review and negotiate such Supplemental Terms prior to any such purchase.
Systems Information	As defined in the Systems Information – Data Brief webpage.
Transfer Policies	Cisco policies for movement of Use Rights as set out in the Cisco Software Transfer and Re-licensing Policy and the Software License Portability Policy. For the avoidance of doubt, Cisco Software Transfer and Re-licensing and the Software License Portability Policy is not intended to impose any legal obligations on You; to the extent that Cisco Software Transfer and Re-licensing and the Software License Portability Policy has language that purports to impose any legal obligations on You, such language is not binding on or applicable to You
Upgrades	All updates, upgrades, bug fixes, error corrections, enhancements and other modifications to the Software.
Use Term	The period You may exercise Use Rights in the Cisco Offer under Your Order.

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Term	Meaning
Use Rights	As set out in section 2.1.
You, Your, "End User", "User" or "Customer"	Means the entity receiving the Cisco Offer from the State of Illinois through the Illinois Century Network. "User" means the individuals (including, contractors, or employees) permitted to access and use the Cisco Offer on Your behalf as part of Your Use Rights and includes K-12 educators, staff, and student users who You allow to use the Cisco Offer contemplated in these General Terms as part of receiving services from Your Approved Source.

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Exhibit C

Offer Description - Product

Cisco Umbrella

This Offer Description is part of the General Terms existing between You and Cisco (the "**Agreement**"). Capitalized terms, unless defined in this document, have the meaning in the Agreement. Any references to the Supplemental End User License Agreement or SEULA mean Offer Description.

Any procurement or change order made in connection with or relating to this Offer Description shall be subject to prior approvals from You and the requirements and limitations of all applicable laws, rules and regulations, including but not limited to the Illinois Procurement Code (30 ILCS 500) and the Illinois Criminal Code (720 ILCS 5/33E-9).

1. Summary

Cisco Umbrella (the "**Product**") is a cloud security platform that unifies multiple security services in a single cloud-delivered platform to secure internet access and control cloud app usage from your network, branch offices, and roaming users. The Package Comparison provides information about the various Product packages.

2. Support and Other Services

2.1 **Support**

(A) Except as provided in this Section 2.1, Your purchase of the Product includes:

- For Basic, Enhanced (previously "Gold") and Premium support, see: Cisco Software Support (the "**Standard Support Description**").
- For Solution Support, see: Cisco Solution Support ("**Solution Support Description**").

(B) All references in the Standard Support Description and the Solution Support Description to TAC should be interpreted as references to the Product's Technical Support Center.

(C) Any response time objectives for substantive response (i.e., response more than "ticket received") described in the Standard Support Description or the Solution Support Description do not apply. Instead, the response time objectives for substantive response from Product Support are as set forth below:

Software Support Service	Technical Support Coverage	Response Time Objective for Case Severity 1 or 2	Response Time Objective for Case Severity 3 or 4
Basic	Email access only for Severity 3 or 4 Email and phone for Severity 1 and 2	Response within 1 hour of receipt of phone call	Response next Business Day

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	Access to online tools (e.g., knowledgebase, forums, Documentation, case portal, and notifications)		
Enhanced (previously "Gold")	24x7 via Phone & Web	Response within 30 minutes of receipt of phone call	Response next Business Day
Premium	24x7 via Phone & Web	Response within 15 minutes of receipt of phone call	Response next Business Day
Solution	24x7 via Phone & Web	Response within 30 minutes of receipt of phone call	Response next Business Day

(D) The following bullet in the Enhanced services section of the Standard Support Description is not applicable to the Product: "Initial meeting to understand Customer's desired outcomes to define an IT and Infosec adoption plan."

2.2 **Umbrella for Gov (FedRAMP).** Cisco will provide support for Umbrella for Gov as described in Section 2.1 (Support) above, with the following exceptions: (A) only Enhanced and Premium support are available; and (B) Cisco will provide support via phone and email only.

2.3 IT representatives from each K-12 school may submit a case for support services relating to the Product, provided that each IT representative is listed as an admin within the Customer's Multi-Org Console.

3. Performance Standards

Cisco will use commercially reasonable efforts to deliver the Core Services to meet or exceed 99.999% Availability in accordance with the Umbrella Service Level Agreement ("**SLA**") available from Your Cisco account representative or Cisco authorized partner. Capitalized terms in this section will have the meaning in the SLA.

4. Data Protection

Privacy Data Sheets. The Privacy Data Sheets for Cisco Umbrella and Cisco Secure Malware Analytics (available at Cisco's Trust Portal) describe the Personal Data that Cisco collects and processes as part of delivering the Product.

5. Special Terms

5.1 **Covered Users**. For packages with user-based pricing, You must purchase one user license for each Covered User unless a published Product data sheet states otherwise.

5.2 **Usage and Range Limits**. The Product is subject to limitations and range limits set forth in the SIG Documentation and the DNS Documentation. As further described in the SIG Documentation, Product SIG packages (i) are subject to an average bandwidth limit of up to 50 kilobits per second ("kbps") per Covered User, based on a 95th Percentile Calculation (whether such traffic is generated by individuals, devices, or servers), and (ii) the 95th Percentile Calculation allows peaks in usage that exceed the limit for brief periods of time. As further described in the DNS Documentation, Product DNS Security packages are subject to a monthly DNS query limit average (whether such queries are generated by individuals, devices, or servers). You and Cisco agree to work together in good faith to resolve any excessive usage.

5.3 **Cisco Umbrella Reserved IP**. If You have purchased a subscription to Cisco Umbrella Reserved IP, please see Reserved IP Supplemental Terms for additional terms and conditions applicable to Your

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subscription.

5.4 **Cisco-Managed S3 Log Storage**. Certain Product packages include the ability to select Cisco-managed S3 storage or Your own storage for DNS, proxy, and event logs. Cisco-managed S3 log storage is available with 7-day, 14-day or 30-day retention options. Please see the Cisco-managed S3 Bucket documentation for related requirements and best practices.

5.5 **Data Centers**. Your Product subscription includes access to the Product's global data centers found here: Umbrella Global Data Centers. Data centers not included at this link may require a separate subscription. And any data center(s) located in mainland China, when and if available, require a separate subscription purchased directly through the applicable service operator in China.

5.6 **Acceptable Use**. You will not (and will not allow any third party to): (i) establish regular and frequent automated queries to an external site, such as port scanning of a third-party entity not in Your control, or use offensive security technologies against a third party through the use of the Product (because these actions could reasonably be viewed by the external site as a denial of service attack or a violation of the third party's terms and could lead to Cisco being blacklisted); (ii) use the Product to access websites or blocked services in violation of applicable law and/or regulation; or (iii) use the Product for the purpose of intentionally masking Your identity in connection with the commission of unlawful activities or to otherwise avoid legal process. If Cisco receives a third-party request for information, demand letter, or other similar inquiry in connection with Your use of the Product relating to alleged unlawful activity on Your network, Cisco may disclose Your name to such third party as necessary to comply with legal process or meet national security requirements; protect the rights, property, or safety of Cisco, its business partners, You, or others; or as otherwise required by applicable law.

5.7 **Competitive Testing**. You will not publish or disclose to any third party any Product performance information or analysis (including without limitation the results of benchmark or competitive testing) except with Cisco's prior written consent.

5.8 **Disclaimers. While Cisco has used commercially reasonable efforts to create effective security technologies, due to the continual development of new techniques for intruding upon and attacking files, networks, and endpoints, Cisco does not represent or warrant that the product will guarantee absolute security or that it will protect all your files, network, or endpoints from all malware, viruses, or third-party malicious attacks.**

5.9 **Definitions**

"95th Percentile Calculation" means Cisco: (a) takes traffic samples over the course of 30 days at each Product data center handling Your traffic, (b) discards the top 5% of the traffic samples at each such data center and takes the next highest traffic sample value (this next highest traffic sample value is called the "Peak Value"), and (3) adds together the Peak Values for each data center. This limit is further described in the SIG Documentation.

"Covered User" means each Internet-connected employee, subcontractor, and any other authorized individual covered (i.e., protected) by Your deployment of the Product.

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Broadband Service Order

Illinois Dept. of Innovation & Technology

ICN Site ID: 0014688
Organization Name CITY OF SPRINGFIELD - MUNI CTR WEST
Site Name: CITY OF SPRINGFIELD - MUNI CTR WEST

Illinois Department of Innovation & Technology (DoIT)	Customer
REGIONAL TECHNOLOGY CENTER VII	JAY UNDERFANGER
2400 W BRADLEY AV	CITY OF SPRINGFIELD - MUNI CTR WEST
SUITE B	800 E MONROE
CHAMPAIGN, IL 61821	SPRINGFIELD, IL 62757
Ph: 217-353-2693 Fax: 217-373-3701	Ph: 217-789-2116 X2629
e-mail: DOIT.ICN.RTC7@ILLINOIS.GOV	e-mail: jay.underfanger@cwlp.com

	☐ Same As Above
Billing Contact	
Billing Address 1	
Billing Address 2	
Billing City, St, ZIP	
Billing Phone	
Billing Contact E-Mail	

Monthly Service Fees/Monthly Recurring Charges (MRC)	Quantity	Unit Cost	Extended Cost
INTERNET EGRESS - 2gb	2000	$1.90	$3,800.00
IP ADDRESS (PER CLASS C)	1	$50.00	$50.00
ADVANCED DDOS PROTECTION - AUTO-MITIGATION	1	$250.00	$250.00
*** This pricing represents a 60 month term			
Total MRC			**$4,100.00**

One-Time Charges/Non-Recurring Charges (NRC)	Quantity	Unit Cost	Extended Cost
Total NRC			**$0.00**

This Service Order is subject to and fully incorporates the terms and conditions of the Master Service Agreement currently in place between Customer and DoIT. The Service Order may, from time to time, be modified at Customer's written request and upon approval of DoIT.

The pricing in this Service Order is based on a 60 month term (Service Term). Any cancellation or termination of service on or after the date of DoIT's acceptance and execution of this Service Order listed in the signature block below (Service Order Acceptance Date) and before the end of the Service Term shall be subject to certain cancellation fees and early termination penalties as outlined in the Master Service Agreement. Customer acknowledges and agrees to pay these fees upon cancellation or early termination. Customer will be responsible for any applicable taxes in addition to all service-related costs stated in this Service Order.

Please note: This is not an invoice. Customer will be invoiced by DoIT separately. This quote is valid until 07/05/2026. DoIT may invoice, and Customer shall be liable, for any NRC, or for any cancellation fees if applicable, beginning upon the Service Order Acceptance Date. DoIT may invoice, and Customer shall be liable, for the applicable MRC payments, or for any early termination fees if applicable, beginning upon the Service Activation Date (as defined in the Master Service Agreement).

By signing below, you certify that you are authorized to sign on behalf of Customer and that Customer agrees to be bound by the terms and conditions contained herein.

37-6002037 Service Term: 60 months

Customer FEIN (##-#######)

Misty Buscher, mayor

Print Customer Representative Name Title

Customer Representative Signature GEM Date

Print DoIT Representative Name Title

DoIT Representative Signature Date

v.12.15.20

2026-152

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: $246,000.00

SUGGESTED TITLE: Professional Services/ Illinois Department of Innovation & Technology/ $246,000.00 / for the Office of Public Utilities

CONTRACTOR / VENDOR NAME: Illinois Department of Innovation & Technology **VENDOR NO:** IL002000

CONTRACT TERM: 5 years- April 1, 2031 **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:** Professional Service
☐ **Exception:** _____
Code Provision: _____

Previous Ord #'s 098-03-22

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	101	200	JB	6246	1601	$36,900
2	102	200	JB	7846	1601	$209,100
3						
4						

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

STAFF ANALYSIS

This Ordinance authorizes the City of Springfield Office of Public Utilities' Information Systems Division to enter into an agreement for the City's high speed Internet service with Illinois Department of Innovation & Technology (DoIT), an Illinois State Agency, who owns and operates Illinois Century Network ("ICN"). ICN owns, operates and controls a telecommunications backbone network with facilities for the transmission of data and video communications to other entities such as schools, libraries, state agencies and local governments throughout the State of Illinois.

ICN will provide the City with two (2) Gigabit (GB) bandwidth Internet service, at a total cost of $246,000.00 for the 60 month agreement term ($4,100 per month)

This ordinance authorizes the execution of a Master Services Agreement and related Broadband Service Order with ICN for these services. Either party may terminate service within 30-days written notice. ICN has been the City's Internet provider since 2003.

OBM will be billed for half of the Project service bandwidth

FUNDS CHECK BY: Dakota Capranica Digitally signed by Dakota Capranica Date: 2026.03.19 15:47:02 -05'00' **Date:** _____

DIRECTOR / SUPERVISOR: Scott Rogers Digitally signed by Scott Rogers Date: 2026.03.11 11:24:30 -05'00' **Date:** _____ Brown, Doug Digitally signed by Brown, Doug Date: 2026.03.19 12:22:39 -05'00'

CITY PURCHASING AGENT: **Date:** 3/20/2026

SIGN OFF: _____ (Mayor's Signature) GEM

_____ (Director of OBM)

The information supplied on this form is not confidential information.

2026-152

AN ORDINANCE APPROVING CONTRACT EXTENSION AND AUTHORIZING ADDITIONAL FUNDING IN THE AMOUNT OF $500,000.00 UNDER CONTRACT UE21-01-63—NO. 2 DYED FUEL FOR CWLP TURBINES WITH ENERGY PETROLEUM FOR A TOTAL AMOUN PAYABLE OF $2,265,000.00 FOR THE OFFICE OF PUBLIC UTILITIES

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

WHEREAS, Ordinance No. 145-04-21 awarded Contract No. UE21-01-63 to Energy Petroleum Company ("Energy Petroleum"), for three years in a total amount of $550,000.00 for No. 2 Dyed Fuel for CWLP Turbines, and

WHEREAS, Ordinance No. 369-09-22 approved additional funding in the amount of $550.000.00 for a grand total of $1,100,000.00 under the said contract due to market conditions the Reynolds and Factory gas turbines were in operation more than originally estimated and therefore more #2 Dyed Fuel Oil was needed to complete the original timeframe contract, and

WHEREAS, this Ordinance accepts the Change Order #1, a copy of which shall be on file with the City Clerk, and authorizes an additional $500,000.00 for a grand total of $2,265,000.00 payable under the contract, and

WHEREAS, this is the second extension of said contract.

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

Section 1: The Council of the City of Springfield, Illinois, hereby approves an additional expenditure in the amount not to exceed Two Million, Two Hundred Sixty-five Thousand Dollars and No Cents 00/100 ($2,265,000.00) for No. 2 Dyed Fuel for CWLP Turbines under Contract UE21-01-63 by accepting the Letter Offer for Extension with Energy Petroleum, a copy of which shall be on file with the City Clerk.

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

Section 3: The payment of Energy Petroleum for the total maximum amount of Two Hundred Sixty-five Thousand Dollars and No Cents ($2,265,000.00) under Contract UE21-01-63 from Account Nos. 102-100-CABC-7739-1410, 102-100-CABC-7979-1410, and 102-100-CABC-8034-1410 is hereby authorized, approved, and directed.

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

PASSED:_____, 2026

RECORDED:_____, 2026

ATTEST:_____

SIGNED:_____

_____
MAYOR

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: Energy Petroleum Company

CONTRACT AMOUNT: $500,000

TYPE OF AWARD: Additional Funding

RELATED ORDINANCE INFORMATION:

088-03-24- An Ordinance Approving a Three-Year contract extension and authorizing additional funding in the amount of $665,000.00 under contract No. UE21-01-63 – No. 2 Dyed Fuel for CWLP Turbines with Energy Petroleum Company for a total amount payable of $1,765,000.00 for the Office of Public Utilities.

INFORMATION:

Due to market conditions, the Interstate, Factory and Reynolds Turbines were run more than expected and thus more #2 Dyed Fuel was required for their operation. This Ordinance will provide funds to compensate for the additional fuel required.

2026-159

CHANGE ORDER NO. 1

City of Springfield, Illinois
Department of Public Utilities
Page _____ of _____

Project: #2 Dyed Fuel for CWLP Turbines
Contract: UE21-01-63
Contractor: Energy Petroleum Company

The below-noted modifications to subject Contract are agreed to by the Department of Public Utilities and the Contractor: Due to favorable market conditions, the Interstate, Factory, and Reynolds Turbines were run more than expected and thus more #2 Dyed Fuel was required for their operation. This ordinance/change order will provide funds to compensate for the additional fuel required.

The modifications noted above result in decrease of $500,000.00 in Contract Price:

Original Contract Price	$ 550,000.00
Total Net Amount of all previous Change Orders	$ 1,215,000.00
Total Net Amount of this Change Order	$ 500,000.00
Current Ordinance Amount including this Change Order	$ 2,265,000.00

The Contract Time shall be increased (by 0 year(s)), the current Completion Date being: April 30, 2027

The circumstances necessitating this Change Order were not reasonably foreseeable at the beginning of this Contract and were not within the contemplation of the parties at that time. This Change Order is in the best interest of the City.

This Change Order, when executed, constitutes a modification to the Contract and all provisions of the Contract, except as modified above and by any previous Change Orders, shall apply hereto.

Department of Public Utilities

Date: _____

By _____
Division Manager

Approved: _____
Chief Utilities Engineer

Contractor

Date: 3/10/2026

Energy Petroleum Co

By _____
Commercial Fuel Manager

City of Springfield, Illinois

By _____
Mayor GEH

Attest: _____
City Clerk

2026-153

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: $500,000

SUGGESTED TITLE: Extension of Contract/ Energy Petroleum Company/ $500,000 / for the Office of Public Utilities

CONTRACTOR / VENDOR NAME: Energy Petroleum Company **VENDOR NO:** VC0000003287

CONTRACT TERM: 2027 **Change in Scope Yes** ☐ **No** ☑

CONTRACT AMOUNT: $ 1,765,000 (Original amount if change order) | 1 **Change Order #** | $500,000 **Additional Amount**

Method of Purchase (check one)

☐ Low Bid
☑ Other: ADDL FUNDING
☐ Low Bid Meeting Specs
☐ Exception: _____
☐ Low Evaluated Bid
Code Provision: _____

Previous Ord #'s 145-04-21, 369-09-22, 088-03-24

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						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	102	100	CABC	7739	1410	$125,000.00
2	102	100	CABC	7979	1410	$125,000.00
3	102	100	CABC	8034	1410	$250,000.00
4						

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

Change Order 1

STAFF ANALYSIS

This Ordinance is a change order to Contract UE21-01-63. Due to favorable market conditions, the Interstate Turbine, Factory Turbine, and Reynolds Turbine were run more than expected and thus more #2 Dyed Fuel was required for their operation. This Ordinance will provide funds to compensate for the additional fuel required.

FUNDS CHECK BY: Dakota Capranica Digitally signed by Dakota Capranica Date: 2026.03.18 10:29:32 -05'00' **Date:** _____

DIRECTOR / SUPERVISOR: Scott Rogers Digitally signed by Scott Rogers Date: 2026.03.16 16:34:09 -05'00' **Date:** _____

CITY PURCHASING AGENT: Brown, Doug Digitally signed by Brown, Doug Date: 2026.03.17 08:06:03 -05'00' **Date:** 3-18-2026

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

The information supplied on this form is not confidential information.

2026-153

AN ORDINANCE AUTHORIZING EXECUTION OF A STAFF AUGMENATION AGREEMENT WITH RAPIDVIEW TECHNOLOGIES TO PROVIDE COMPUTER ASSISTANCE FOR THE INFORMATION SYSTEMS DIVISION FOR AN AMOUNT NOT TO EXCEED $651,598.28 FOR THE OFFICE OF PUBLIC UTILITIES

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

WHEREAS, the City of Springfield has the need for additional staffing assistance from individuals with knowledge of the City's computer processes, and

WHEREAS, Rapidview Technologies has three staff members with such knowledge of the City's computer processes and is willing and able to perform these services from May 1, 2026, through April 30, 2028, and

WHEREAS, the City desires to retain three staff through Rapidview Technologies for computer assistance services for the Office of Public Utilities, and

WHEREAS, it is necessary to authorize Staff Augmentation Services with Rapidview Technologies, and

WHEREAS, the City Purchasing Agent has made a determination that this contract is exempt from provisions of the City Purchasing code requiring sealed competitive bidding pursuant to the exceptions contained in Section 38.40, and

WHEREAS, the Staff Augmentation Services Agreement with Rapidview Technologies shall be located in the Office of the City Clerk.

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

Section 1: That the City Council hereby authorizes Staff Augmentation Services Agreement with Rapidview Technologies to retain three staff for computer assistance services for the Office of Public Utilities for an amount not to exceed $651,598.28 from May 1, 2026, through April 30, 2028. The Mayor and the City Clerk are authorized to execute the Staff Augmentation Services Agreement and any other necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Public Utilities is hereby authorized to pay Rapidview Technologies an amount not to exceed $651,598.28 from Account Nos. 101-200-JB- 6240-1218 and 102-200-JB- 7840-1218 pursuant to the terms of the Agreement.

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

PASSED:_____**, 2026** **SIGNED:**_____

RECORDED:_____**, 2026** _____

MAYOR

ATTEST:_____ **Approved as to legal sufficiency:**

3.31.26

Office of Corporation Counsel/ Date

Requested by the Office of Utilities/ Mayor Buscher

2026-154

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

MEMORANDUM

TO: **Emily Rosenberger**

FROM: **Anthony Quinones – Assistant Purchasing Agent**

DATE: **March 16, 2026**

SUBJECT: **Professional Services Determination**

I have reviewed the Ordinance Fact Sheet concerning Rapidview Technologies for a two (2) year contractual services agreement to provide three (3) staff members to assist with management and resolution of the ERP and security systems in an amount not to exceed $651,598.28 for CWLP – Office of Public Utilities.

Based on the information provided, I have determined that this vendor possesses a degree of professional skill and expertise in the required area. Pursuant to Section 38.42 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive Bids.

300 SOUTH SEVENTH • ROOM 200 • SPRINGFIELD, ILLINOIS 62701-1681 • (217) 789-2205 • FAX (217) 789-2207

2026-154

RAPIDVIEW TECHNOLOGIES

MASTER AGREEMENT
STAFF AUGMENTATION SERVICES

This Agreement for Staff Augmentation Services ("Master Agreement") made this _____ day of _____, 2025 is by and between Rapidview Technologies, LLC, a Georgia corporation with offices in Cumming, Georgia (hereinafter, "Rapidview" or "Service Provider"), and the City of Springfield, IL (hereinafter, the "City").

WHEREAS the City desires to utilize the services of the Service Provider for Staff Augmentation services, as the need arises;

WHEREAS the Service Provider is engaged in the business of providing selected professional and other services to its clients to meet their specific business requirements, and possesses the necessary skills, experience, and personnel to provide services under this Master Agreement;

WHEREAS the Service Provider is willing and prepared to furnish its services pursuant to this Master Agreement; and

NOW, THEREFORE in consideration of the mutual promises contained herein, the City and the Service Provider agree as follows:

ARTICLE 1 – Definitions

Staff Augmentation – Use of the Service Provider's employees to supplement the City's personnel, and who typically perform services under the direction and supervision of the City.

ARTICLE 2 – Master Agreement Intent and Contents

This Master Agreement shall establish the roles, relationship, rates, terms and conditions related to the use of the Service Provider to provide the services described herein. The Master Agreement shall consist of the terms herein and the following documents:

- Statement of Work (Schedule A)
- Rate Requirements (Schedule B)

ARTICLE 3 – Use of the City Sub-Contract

The services of the Service Provider shall be authorized only through the issuance of a sub-contract issued by the City. The sub-contract shall identify the scope of Staff Augmentation Services, the individual(s) to be furnished, the department funding identification, as well as the not-to-exceed value for the services.

ARTICLE 4 – Services Provided

The Service Provider's assigned employees shall perform the services under the supervision of the City, which are outlined in the Statement of Work attached as Schedule A. The services shall be provided with the level of expertise and knowledge of similarly situated professionals operating under the same or similar conditions in the locale where the services are performed, with the ethical or legal duty of a

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professional to exercise the level of care, diligence, and skill prescribed in the code of practice of the profession, or as other professionals in the same discipline would in the same or similar circumstances. Unless authorized otherwise by the City, the Service Provider shall communicate only with the City and shall have no communication with any clients of the City.

ARTICLE 5 – Working Hours and Holiday Schedule

The Service Provider's assigned employees shall follow the schedule below during the City's business hours:

- Monday through Friday – 8 a.m. CST to 4:30 p.m. CST
- Lunch Breaks – 1 Hour

The Service Provider's assigned employees will have all holidays off that are recognized and observed by the City, including but not limited to New Year's Day, MLK Day, Lincoln's Birthday, Good Friday, Easter, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Christmas Eve, and Christmas Day.

ARTICLE 6 - Service Provider's Responsibilities

The Service Provider shall have the sole responsibility to counsel, discipline, review, evaluate, set the pay rates of, and terminate its employees assigned to the City. The Service Provider assumes full responsibility for all applicable statutory or federally required insurance and contributions, taxes and assessments with respect to its employees under all applicable federal, state and local laws (including withholding from wages of employees where required). The Service Provider further agrees that it will comply with all other applicable federal, state or local laws or regulations applicable to the Service Provider as an employer regarding compensation, hours of work or other conditions of employment. The Service Provider shall pre-screen, interview and test the individuals who shall provide the Staff Augmentation services. The Service Provider agrees that the cost of any pre-assignment screening required by the City shall be paid by the Service Provider. It shall be the responsibility of the Service Provider to notify the City of adverse information contained in pre-screenings prior to placement at the City. All personnel who are to be proposed as Staff Augmentation shall satisfactorily undergo the following pre-screening requirements:

- personal credit report;
- motor vehicle report;
- verification of education;
- verification of professional licensing (if applicable);
- verification of social security number;
- criminal conviction report by county;
- drug test (testing for amphetamines, opiates, cocaine, marijuana, phencyclidine)

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RAPIDVIEW TECHNOLOGIES

ARTICLE 7 – Compensation and Payment

Compensation for the services provided by the Service Provider and reimbursable expenses authorized by the City shall be established in the sub-contract authorizing the specific services of the Service Provider, based on the positions and hourly rates provided by the Service Provider for Staff Augmentation services which are included as a part of this Master Agreement. Unless otherwise agreed in writing, the sub-contract value includes all federal, state, local sales, use excise, and other taxes of a like nature which the Service Provider may be required to collect or pay with respect to the services provided. Invoices shall be submitted on a monthly basis for the work performed and expenses incurred for that month. For services performed on an hourly basis, the Service Provider shall submit to the City an itemized invoice which shall document the name and classification of each employee, the number of hours worked, rate per hour and the project or department worked during the billing period. Invoices are to reference the employee on the invoice, and be submitted to:

City of Springfield, IL
Attn: Accounts Payable
800 East Monroe Street
Springfield, IL 62701

Invoices for authorized expenses shall include receipts for all expenses.

Payment shall be made net thirty (30) days following receipt of a properly completed and submitted invoice.

ARTICLE 8 – Alterations and Notification

The Service Provider may be ordered in writing by the City to make changes in the services within the general scope of this Master Agreement or a related sub-contract, consisting of additions, deletions or other revisions. Such changes shall not invalidate this Master Agreement or the related sub-contract. No alterations or amendments to the affected agreement may be made except through the issuance of a written Change Order signed by both The City and the Service Provider. The Service Provider shall not be entitled to compensation for initial or additional services performed without the prior issuance of a sub-contract. Any and all notices herein provided or provided by law and any modification, amendments or other communications necessary or incidental to the performance of the Master Agreement shall be sufficient and in full compliance with the provisions of the Master Agreement if given by or to the respective parties as follows:

City of Springfield, IL
Attn: Accounts Payable
800 East Monroe Street
Springfield, IL 62701

RapidView Technologies, LLC
Attn: Chittari Pabba
925 Sanders Road
Cumming, GA 30041

CB

ARTICLE 9 – Term and Termination

It is understood and agreed that either the Service Provider or the City reserves the right to terminate portions of the Master Agreement or the entire Master Agreement, even though the Service Provider or the City may not be in default. In the event of early termination by either the Service Provider or the City for reasons other than non-performance, the City shall pay the Service Provider for any authorized labor expended and non-cancelable, non-transferable expenses incurred to the date of termination which exceed payments made by the City to date. The Service Provider shall make every attempt to mitigate expenses incurred to date of termination and in no event shall such expenses and commitments exceed the total compensation set forth herein.

The term of the Master Agreement shall be **two (2) years**, unless notified in accordance with other provisions herein contained. In the event the Master Agreement must be terminated by the Service Provider prior to expiration of the term, a written notice shall be provided by the Service Provider to the City thirty (30) days prior to the termination of services, however, the Service Provider shall remain responsible and liable for the performance of services that are outstanding under this Agreement. The Master Agreement may be extended by written change order if terms are mutually agreeable to both the City and the Service Provider.

ARTICLE 10 – Independent Contractor

The Service Provider agrees that, for all purposes and under all circumstances, the Service Provider is an independent contractor, and nothing contained herein shall be construed to create the relationship of principal and agent, or employer and employee, between the Service Provider and the City. None of the Service Provider's employees shall at any time represent themselves as an employee of the City, unless specifically hired by the City as full-time employees without any restrictions by the Service Provider. The Service Provider agrees to conduct itself in a manner consistent with that of being an independent contractor in the performance of its services, including but not limited to:

- counsel, discipline, review, evaluate, set the pay rates of, and terminate its employees assigned to the City;
- the filing and payment of any and all applicable statutory or federally required insurance and contributions, state and local income and self-employment taxes, unemployment taxes, workers' compensation premiums, and assessments with respect to its employees under all applicable federal, state and local laws (including withholding from wages of employees where required), and;
- payment of all applicable license fees, registration fees, insurance premiums, et al.

The parties agree that the City is engaging the Service Provider, hereunder, to perform a particular service and/or achieve a particular result. The Service Provider hereby agrees to hold the City harmless from any claims that the Service Provider, as a common law or statutory employee, would have against the City if it could be determined, for any reason, that as a result of the Service Provider's actions or lack thereof that the relationship between the City and the Service Provider is other than that involving an independent contractor. The Service Provider agrees to reimburse the City for any cost or expense associated with any action or inaction on the Service Provider's part that may cause employment-related liability to accrue against the City, including but not limited to failure to pay any or all federal, state or local taxes associated

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with being an independent contractor. Further, The Service Provider agrees to indemnify the City for any unemployment tax, workers' compensation premiums, and other payroll taxes assessed against an employer, with interest and penalties, if any, that may be assessed by any government agency with respect to determination that the Service Provider's employment status with the City is other than that being an independent contractor.

The Service Provider shall comply with all laws and regulations applicable to the Service Provider employees, including but not limited to the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973, the Immigration Reform and Control Act of 1986, and the Americans with Disabilities Act of 1990. The Service Provider also agrees that it will comply with all record keeping requirements in accordance with applicable laws and regulations and will make the following records available for review by the City upon request:

- any and all costs associated with providing a reasonable accommodation to the Service Provider employee will be the responsibility of Service Provider, and
- Service Provider also agrees to notify the City of status and strategies of managing any Worker's Compensation claims resulting on the City's premises or as a result of work being performed on behalf of the City.

ARTICLE 11 – Confidentiality

This Master Agreement and all sub-contracts are to be considered Confidential Information.

The City is prepared to furnish the Service Provider and its directors, officers, employees and representatives (collectively, "Representatives") with certain information which is either confidential, proprietary or otherwise not generally available to the public to assist the Representatives in providing the Staff Augmentation services under the Master Agreement. As a condition to furnishing such information, the Representatives agree as follows:

Definition of "Confidential Information". The term "Confidential Information" means all information, written and oral which is furnished to the Service Provider or its Representatives by the City or the Client which concerns the City or the Client unless the recipient can establish that such information is generally available to the public. Any Confidential Information furnished to the Service Provider or its Representatives by a director, officer, employee or representative of the City or the Client shall be deemed for the purposes of this Master Agreement to be furnished by the City or the Client. Notwithstanding the foregoing, information which is or becomes generally available to the public other than as a result of a disclosure by the Service Provider or its Representatives will not constitute Confidential Information for the purposes of this Master Agreement. The mere availability of data included in the subject matter hereof shall not constitute general availability to the public.

Non-disclosure of Confidential Information. The Confidential Information will not be used other than in connection with the purpose described above, and will be kept confidential by the Representatives. Confidential information may be disclosed only, (a) to such Representatives as need to know the

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Confidential Information for the purpose described above, and (b) only in strict accordance with the Notice of Attempts to Compel Disclosure, as stated below. Such Representatives shall be informed by the Service Provider of the confidential nature of the Confidential Information and the requirement that it not be used other than for the purpose described above. Such Representatives shall agree in writing to be bound by the terms of this Master Agreement as a condition of receiving the Confidential Information. In any event, the Service Provider shall be responsible for any breach of the requirement regarding the non disclosure of Confidential Information by any of its Representatives. Neither the Service Provider nor any of its Representatives shall use or disclose to any person Confidential Information other than as expressly permitted by the Contract, and the Service Provider will use its efforts, and cause each of its Representatives to whom Confidential Information has been disclosed to use his or her efforts to safeguard the Confidential Information from unauthorized disclosure or use, which shall at a minimum be the same level of effort which the Service Provider and its Representatives use to protect its own confidential information. The term "person" as used in this Master Agreement shall be broadly interpreted to include without limitation any individual, corporation, company, partnership or other entity.

Non-disclosure of Discussions. Without the prior written consent of the City, the Service Provider will not, and will direct its Representatives not to disclose to any person the fact that the Confidential Information has been made available to it or that it has inspected any portion of the Confidential Information, or that discussions with respect to the above purpose are taking place or any other facts with respect to these discussions, including the status thereof.

Notice of Attempts to Compel Disclosure. If the Service Provider or its Representatives are requested or required to disclose any Confidential Information, the Service Provider will promptly notify the City of such request or requirement. If, in the absence of a protective order or the receipt of a waiver hereunder, the Service Provider or its Representatives are, in the written opinion of counsel, compelled to disclose the Confidential Information or else stand liable for contempt or suffer other censure or significant penalty, the Service Provider may disclose only such of the Confidential Information to the party compelling disclosure as is required by law. The Service Provider shall not be liable for the disclosure of Confidential Information pursuant to the preceding sentence unless such disclosure was caused by the Service Provider or its representatives and not otherwise permitted by this Master Agreement.

No Waiver. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

ARTICLE 12 – Indemnification

The Service Provider will defend, indemnify and hold harmless the City and its directors, officers, employees, representatives, successors, and assigns from and against claims, suits, liabilities, damages and expenses, as a result of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused by the Service Provider's or its sub-contractors' negligent act, error or omission. The obligations and duties contained in this Article will survive the completion of services and/or termination of the Master Agreement or any sub-contract.

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ARTICLE 13 – Equipment

All equipment and materials (hereinafter referred to as "equipment") supplied to the Service Provider by the City is the property of the City and must be returned to the City immediately upon request. The Service Provider hereby agrees to return the equipment supplied by the City to the City in the same condition as supplied, normal wear and tear excepted. Any such equipment supplied to the Service Provider is designed to supplement equipment to be provided by the Service Provider.

ARTICLE 14 – Assignment

No assignment of this Master Agreement, or any related sub-contract, or any money due or which may become due under any sub-contract shall be made without the written consent of the City. The Service Provider shall not utilize any subcontractors, nor furnish individuals from any subcontractors without the prior written approval of the City. The Service Provider understands and agrees that the Master Agreement shall not be of a sole and exclusive nature. The City may engage the services of other Service Providers at its sole discretion.

ARTICLE 15 – Severability

If any provision of this Master Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Master Agreement shall continue in full force and effect. The parties shall promptly meet and confer in good faith with respect to any provision found to be in contravention of the law, in order to agree on a substitute provision.

ARTICLE 16 – Dispute Resolution

The Service Provider and the City agree that any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Master Agreement or related sub-contract, or the breach thereof ("Dispute") shall prior to the initiation of any of the formal proceedings provided herein be negotiated at the highest levels of the respective organizations in an attempt to resolve the Dispute.

Should these negotiations prove unsuccessful at resolving the Dispute, the Service Provider and the City agree to try in good faith to settle the Dispute by mediation. A request for mediation shall be made in writing, delivered to the other party to the Master Agreement. The City and the Service Provider shall share the mediator's fees, costs, and any filing fees equally. The mediation shall be held in Illinois. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Any Dispute that has not been resolved either through negotiation between the Service Provider and the City or by mediation as required herein shall be settled by litigation in any state of federal court of competent jurisdiction located in Illinois.

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RAPIDVIEW TECHNOLOGIES

ARTICLE 17 – Governing Law

The Master Agreement shall be governed and the rights and duties created hereunder shall be interpreted and enforced according to the laws of the State of Illinois. Service Provider and the City consents to jurisdiction and venue in the state and or federal courts in Illinois for any lawsuit arising from or related to this Master Agreement or any sub-contract.

IN WITNESS WHEREOF, the parties have caused this Master Agreement to be duly executed as of the date first above entered.

City of Springfield, IL	**RapidView Technologies, LLC**
Signature: _____	Signature: _____
Name: _____	Name: CHITTARI PABBA
Title: _____	Title: CEO
Date: _____	Date: 3/12/2026

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RAPIDVIEW TECHNOLOGIES

Schedule A - Statement of Work

ERP Technical Analyst – Roles & Responsibilities:

ERP System Administration

Perform daily administration of ERP modules (Finance, HR, Payroll, PB, Work Orders, Inventory, Asset Management), Maximo EAM, including monitoring system performance, scheduled jobs, environment stability, and application availability.

Technical Troubleshooting & Support

Provide Level 3/4 technical support by diagnosing and resolving system issues, performing root-cause analysis, and coordinating with vendors and IT teams to ensure timely resolution.

Integration & Data Management

Support, maintain, and troubleshoot integrations between ERP and third-party systems. Manage data imports/exports, validate data accuracy, develop SQL queries, and support ETL and data migration tasks.

Security & Compliance

Manage ERP user roles, permissions, security groups, and segregation-of-duties controls. Ensure compliance with HIPAA, City security policies, and audit requirements through periodic reviews and corrective actions.

System Enhancements & Configuration

Gather requirements, design and implement enhancements, configure business rules, workflows, approval trees, and functional setups. Participate in system upgrades, patches, and module rollouts.

Reporting & Analytics Support

Create and maintain operational and analytical reports using SQL, Power BI, or native ERP reporting tools. Support audits and business units with data extracts and validation.

Documentation & Change Management

Develop and maintain technical documentation, SOPs, integration diagrams, and release notes. Participate in change control processes, create test plans, perform system and regression testing, and support UAT.

Cross-Functional Collaboration

Serve as a liaison between City departments, software vendors, and consultants. Participate in project meetings, provide technical expertise, and ensure alignment between business needs and system capabilities.

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System Monitoring & Optimization

Monitor application logs, performance metrics, API activity, and server-level indicators. Recommend and implement performance improvements to ensure a stable and scalable ERP environment.

End-User Support & Training

Provide technical support to end users, conduct training sessions, prepare user guides, and assist departments in understanding new functionalities, workflows, and system updates.

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ARTICLE 17 – Governing Law

The Master Agreement shall be governed and the rights and duties created hereunder shall be interpreted and enforced according to the laws of the State of Illinois. Service Provider and the City consents to jurisdiction and venue in the state and or federal courts in Illinois for any lawsuit arising from or related to this Master Agreement or any sub-contract.

IN WITNESS WHEREOF, the parties have caused this Master Agreement to be duly executed as of the date first above entered.

City of Springfield, IL

Signature: _____

Name: _____

Title: _____

Date: _____

RapidView Technologies, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

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and delivery of this Agreement.

Termination of Statement of work

In the event the Master Agreement must be terminated by the City of Springfield prior to the expiration of the term, a written notice shall be provided by the City of Springfield to the Service Provider thirty (30) days prior to the termination of services.The City shall have the right to terminate this Master Agreement with or without cause by written notice.

Rapidview Technologies

(Type or print name of Authorized Representative)

CHITTARI PABBA

(Signature of Authorized Representative)

Date: 3/18/2026

City of Springfield, Illinois

(Type Name of Authorized Representative) GS

(Signature of Authorized Representative)

Date: _____

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Schedule B – Employee Rate Requirements

ASSIGNED EMPLOYEE: ___Arvind Bodakunta_____

POSITION/ASSIGNMENT: ___Enterprise Resource Planning Technical Analyst__

POSITION TERM: May 1, 2026 to April 30,2028

BASE COMPENSATION: $48.25. Assigned employee is anticipated to work up to 37.5 hours/week and shall be paid only for hours worked. IIn the event of work in excess of 37.5 hours/week, the overtime rate will be $48.25. Employee work hours shall be submitted on a weekly basis before the close of business on Monday after the prior work week.

OTHER - PTO: State required paid leave (Illinois Paid Leave for all Workers Act) is included in the fee for service. Time off for paid leave shall be administered in accordance with state law.

The parities hereby represent and warrant that the individuals whose signatures appear below are authorized by resolution or by their position with that party to enter into and execute this Schedule B and any amendment thereto on the parties behalf.

City of Springfield, IL

Signature: _____ CEM

Name: _____

Title: _____

Date: _____

RapidView Technologies, LLC

Signature: _____ GEL

Name: _____

Title: _____

Date: _____

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RAPIDVIEW TECHNOLOGIES

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Schedule B – Employee Rate Requirements

ASSIGNED EMPLOYEE: ____Amruth Agiru_____

POSITION/ASSIGNMENT: ___Network Security Administrator___

POSITION TERM: May 1, 2026 to April 30,2028

BASE COMPENSATION: $47.19. Assigned employee is anticipated to work up to 37.5 hours/week and shall be paid only for hours worked. In the event of work in excess of 37.5 hours/week, the overtime rate will be $47.19. Employee work hours shall be submitted on a weekly basis before the close of business on Monday after the prior work week.

OTHER - PTO: State required paid leave (Illinois Paid Leave for all Workers Act) is included in the fee for service. Time off for paid leave shall be administered in accordance with state law.

The parities hereby represent and warrant that the individuals whose signatures appear below are authorized by resolution or by their position with that party to enter into and execute this Schedule B and any amendment thereto on the parties behalf.

City of Springfield, IL

Signature: _____ CEM

Name: _____

Title: _____

Date: _____

RapidView Technologies, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

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[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]

Schedule B – Employee Rate Requirements

ASSIGNED EMPLOYEE: ___Kruthi Raj Kalyanapu_____

POSITION/ASSIGNMENT: ___Enterprise Resource Planning Technical Analyst__

POSITION TERM: May 1, 2026 to April 30,2028

BASE COMPENSATION: $43.78. Assigned employee is anticipated to work up to 37.5 hours/week and shall be paid only for hours worked. In the event of work in excess of 37.5 hours/week, the overtime rate will be $43.78. Employee work hours shall be submitted on a weekly basis before the close of business on Monday after the prior work week.

OTHER - PTO: State required paid leave (Illinois Paid Leave for all Workers Act) is included in the fee for service. Time off for paid leave shall be administered in accordance with state law.

The parities hereby represent and warrant that the individuals whose signatures appear below are authorized by resolution or by their position with that party to enter into and execute this Schedule B and any amendment thereto on the parties behalf.

City of Springfield, IL

Signature: _____ GEM

Name: _____

Title: _____

Date: _____

RapidView Technologies, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

Rapidview Technologies

Cost Estimation for City Spring Field Contract

	K. Kalyanapu	A. Bodakunta
Hourly	$43.78	$48.25
75 hours	$3,283.80	$3,619.06
26 Pay Periods	$85,378.80	$94,095.50
20% Consulting fee	$17,075.76	$18,819.10
Contract Cost	$102,454.56	$112,914.59
Total Contract fee for Year 1 of 2		**$325,799.14**
75 Hours w/ 20% Mgt fee	$3,940.56	$4,342.87
Hourly w/ 20% Mgt fee	$52.54	$57.90
Total Contract fee for Year 2 of 2		**$325,799.14**

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A. Agiru

$47.19

$3,539.42

$92,024.99

$18,405.00

$110,429.98

$4,247.31

$56.63

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ORDINANCE FACT SHEET

DATE OF 1st READING: 1171

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: $651,598.28

SUGGESTED TITLE: Professional Services/ Rapidview Technologies/ $651,598.00/ for the Office of Public Utilities

CONTRACTOR / VENDOR NAME: Rapidview Technologies **VENDOR NO:** 0AME3362

CONTRACT TERM: 2 years **Change in Scope Yes** ☐ **No** ☑

CONTRACT AMOUNT: _____ _____ _____

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

Method of Purchase (check one)

☐ **Low Bid**
☑ **Other:** Professional Service
☐ **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	101	200	JB	6240	1218	97,740.64
2	102	200	JB	7840	1218	553,858.30
3						
4						

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

Master Agreement, Employee Rate Requirements

STAFF ANALYSIS

This Ordinance authorizes the City of Springfield Office of Public Utilities' Information Systems Division to enter into a 2 year agreement with Rapidview Technologies for a 3 staff members. The staff members will facilitate increased staffing to assist with the management and resolution of the ERP and security systems.

FUNDS CHECK BY: Dakota Capranica Digitally signed by Dakota Capranica Date: 2026.03.13 15:46:00 -05'00' **Date:** _____

DIRECTOR / SUPERVISOR: Scott Rogers Digitally signed by Scott Rogers Date: 2026.03.10 12:12:42 -05'00' **Date:** _____ Brown, Doug Digitally signed by Brown, Doug Date: 2026.03.13 09:50:56 -05'00'

CITY PURCHASING AGENT: **Date:** 3/16/2026

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

The information supplied on this form is not confidential information.

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AN ORDINANCE AUTHORIZING EXECUTION OF AN ANNEXATION AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, ILLINOIS AND 2631 N. DIRKSEN PKWY, LLC FOR THE PROPERTIES LOCATED AT 2631 N. DIRKSEN PARKWAY, 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, 2631 N. Dirksen Pkway, LLC ("Owner") has filed a petition that the City annex certain property legally described as follows:

the property located at 2631 N. Dirksen Pkwy., at parcel 14-13.0-200-007. The annexation consists of territory legally described as follows: The North 150 feet of the South 410 feet of the South 10 acres of all that part of the Northeast ¼ of Section 13, Township 16 North, range 5 West of the third principal meridian that lies East of the right of way of Illinois terminal railroad company formerly Springfield and Northeastern traction company as said right of way was established by deed dated August 11, 1906, recorded August 17, 1906 in book 131 of deeds at page 26 and that lies West of the right of way of U.S. Highway 66 by-pass, as said right of way was established by dedication to the people of the State of Illinois, dated March 3, 1937, and recorded August 25, 1937, in book 232 of deeds at page 295, situated in Sangamon County, Illinois.

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 2631 N. Dirksen Pkwy, LLC ("Owner") to consider the annexation of property located at 2631 N. Dirksen Parkway. 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

RECORDED: _____, 2026

ATTEST: _____
City Clerk Charles L. Redpath Sr.

SIGNED: _____, 2026

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

3-31-26
_____
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

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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: March 6, 2026

RE: Annexation Petition
2631 N Dirksen Parkway Springfield
2631 N Dirksen Pkwy LLC

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: April 7, 2026

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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 **2631 N DIRKSEN PKWY LLC**, a Delaware limited liability company ("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, 2631 N DIRKSEN PKWY LLC, is the owner(s) of record of a tract of Land consisting of approximately **1.449** acres (irregularly shaped parcel) located at **2631 N. Dirksen Parkway**, Sangamon County, Illinois and otherwise being the parcel of Land included in permanent index tax parcel no.: **14-13.0-200-007**, 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 _____ _____, 2026, as required by law.

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

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

Section 1. Annexation

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

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Section 2. Permits and Approvals

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

Section 3. Improvements

The Owner(s) agree that at the time the Land is subdivided or redeveloped, the Owner(s) shall install public sidewalks along that portion of Dirksen Parkway and Marketplace Drive which border the East and West sides of the Land as it exists at the time of execution of this Agreement by the Owner(s). Any right of way dedication shall not affect Owner(s)' obligations herein. Such public sidewalks shall be installed by the Owner(s) at the expense of the Owner(s) and in accordance with all requirements of the City Code. Any additional Right-of-Way required for the construction of the sidewalk along Dirksen Parkway shall be dedicated to the Illinois Department of Transportation.

Section 4. Right-of-Way Dedication

The Owner(s) shall dedicate and convey to the City the West 5.00 feet of the property described in Exhibit A for the improvements to Marketplace Drive. Such dedication and conveyance shall be at no cost to the City. The deed of right of way shall be prepared by the City, or may be dedicated through the platting process. The method of dedication shall be determined by the City. The Owner(s) shall be required to provide a plat of right-of-way based upon a survey at the time the Owner(s) sign this Agreement.

Section 5. Conveyance of Real Estate

Any conveyance, dedication or donation of real estate required of the Owner(s) to the City or any government authority under this Agreement shall be made in conformance with the following requirements and any other applicable provisions of this Agreement:

A. Fee Simple Title. The conveyance, dedication or donation shall be of a fee simple title.

B. Merchantable Title. Title to the real estate shall be good and marketable.

C. Form and Contents of Deed. The conveyance, dedication or donation shall be by delivery of a good, sufficient and recordable deed or plat of dedication on a recorded plat of subdivision. The deed, conveyance or dedication may be subject only to:

1. Covenants, restrictions and easements of record, provided the same do not render the real estate materially unsuitable for the purposes for which it is being conveyed, dedicated or donated;

2. Terms of this Agreement;

3. General taxes for the year in which the deed, conveyance or dedication is delivered or made and for the prior year if the amount of prior year's taxes is not determinable at the

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time of delivery, conveyance or dedication. At the time the conveyance is accepted by the City, the Owner(s) shall calculate a pro-ration of the taxes for the property conveyed, and shall provide payment to the City for Owner(s) share of the taxes. Payment shall be by cash or check, payable to "City of Springfield", and shall be delivered to the Office of Public Works, 300 South Seventh Street, Springfield, Illinois 62701;

4. Such other exceptions acceptable to the City.

D. Commitment for Title Insurance. The Owner(s) shall provide to the City, not less than ten (10) days prior to the time for delivery of the deed, conveyance or dedication, a commitment for title insurance from a title insurance company acceptable to the City. The commitment for title insurance shall be in usual and customary form subject only to:

1. The usual and customary standard exceptions contained therein;

2. Taxes for the year in which the deed is delivered and for the prior year if the amount of such prior year's taxes is not determinable at the time of delivery of the deed, conveyance or dedication;

3. Subparagraphs 1 and 2 of paragraph C above;

4. Such other exceptions as are acceptable to the City.

The commitment for title insurance shall be in the amount of One Thousand and no/100ths Dollars ($1,000.00) and shall be dated not less than thirty (30) days prior to the time for delivery of the deed, conveyance or dedication.

All title insurance charges herein provided shall be borne by the Owner(s).

E. Taxes, Liens, Assessments, etc. General taxes and all other taxes, assessments, liens and charges of whatever nature affecting the real estate shall be paid and removed to delivery of the deed, conveyance or dedication. To the extent that any such tax cannot be removed prior to delivery of the deed, conveyance or dedication because the amount of the same cannot then be determined, the Owner(s) hereby covenant that they will indemnify, hold harmless and defend the City against any loss or expense, including but not limited to attorneys' fees and expenses of litigation, arising as a result of a breach of the foregoing covenant.

F. Delivery of Deed, Conveyance or Dedication. To the extent not provided in this Agreement, delivery of the deed, conveyance or dedication shall occur at a date, time and place mutually agreeable to the Owner(s) and City, otherwise at a date, time and place set by City not less than thirty (30) days after notice thereof is given by the City to the Owner(s).

Section 6. Water Service

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. The Owner(s) agree to pay all costs of the water system additions to be installed, and to post adequate

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security with the City in accordance with Section 52.12 of the 1988 City Code of Ordinances, as amended. The Owner(s) agree to connect to the City water system and to pay all standard fees and tariffs to do so.

The Land has frontage on 6-inch water main owned and operate by the City at Marketplace Drive and a 16-inch water main owned and operated by the City on the east side of N. Dirksen Parkway. The Owner(s) shall be permitted to connect to said municipal water mains for the purpose of extending mains through the property to be annexed. All costs are to be the responsibility of the Owner(s). The Owner(s) agree that said extended 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 extended water main.

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 these 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 pursuant to 2018 IFC 507.5.1 and otherwise in accordance with City Code, including, but not limited to, submitting plans to the Springfield Fire Department Fire Safety Division for approval.

The Owner(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 7. Electric Service and Street Lights

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

A. Electric, telephone and cable TV should be installed in a joint trench;

B. The installation of all electric cables under roadways shall be installed within a 12" conduit system with proper ball markers at each side of the pavement;

C. The installation of all utilities shall be along the roadways, not in the rear of lots;

D. Owner(s) shall provide the City with drawings in electronic format, preferably AutoCAD, depicting the exact locations of all utilities installed by the Owner(s) or their contractors.

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

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

Section 8. Utility Easements

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

Section 9. Sanitary Sewer

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

Section 10. 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 11. 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 West
300 S. 7th Street
Springfield, IL 62701

To Owner(s):
2631 N DIRKSEN PKWY LLC
Attn: Rick Ledesma
1000 Forest Park Blvd., Suite 401
Fort Worth, TX 76110

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

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Section 12. Time

Time shall be of the essence in this Agreement.

Section 13. 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 14. 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 15. 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 16. 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 17. 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 18. 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

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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 19. 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 20. 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 21. 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 22. 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 23. 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 24. 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

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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:_____ **ATTEST:**_____
Mayor GEM **City Clerk**

2026-155

OWNER:

2631 N DIRKSEN PKWY LLC
a Delaware limited liability company

By: NLD JV TRS Holdco LLC,
a Delaware limited liability company,
its sole member

By: NLD JV Holdco LLC,
a Delaware limited liability company,
its sole member

By: NL JV Manager LLC,
a Delaware limited liability company,
its manager

By: _____
Benito J. Hidalgo, President

STATE OF TEXAS)
) **SS.**
COUNTY OF TARRANT)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that **Benito J. Hidalgo**, 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 2nd day of March, 2026.

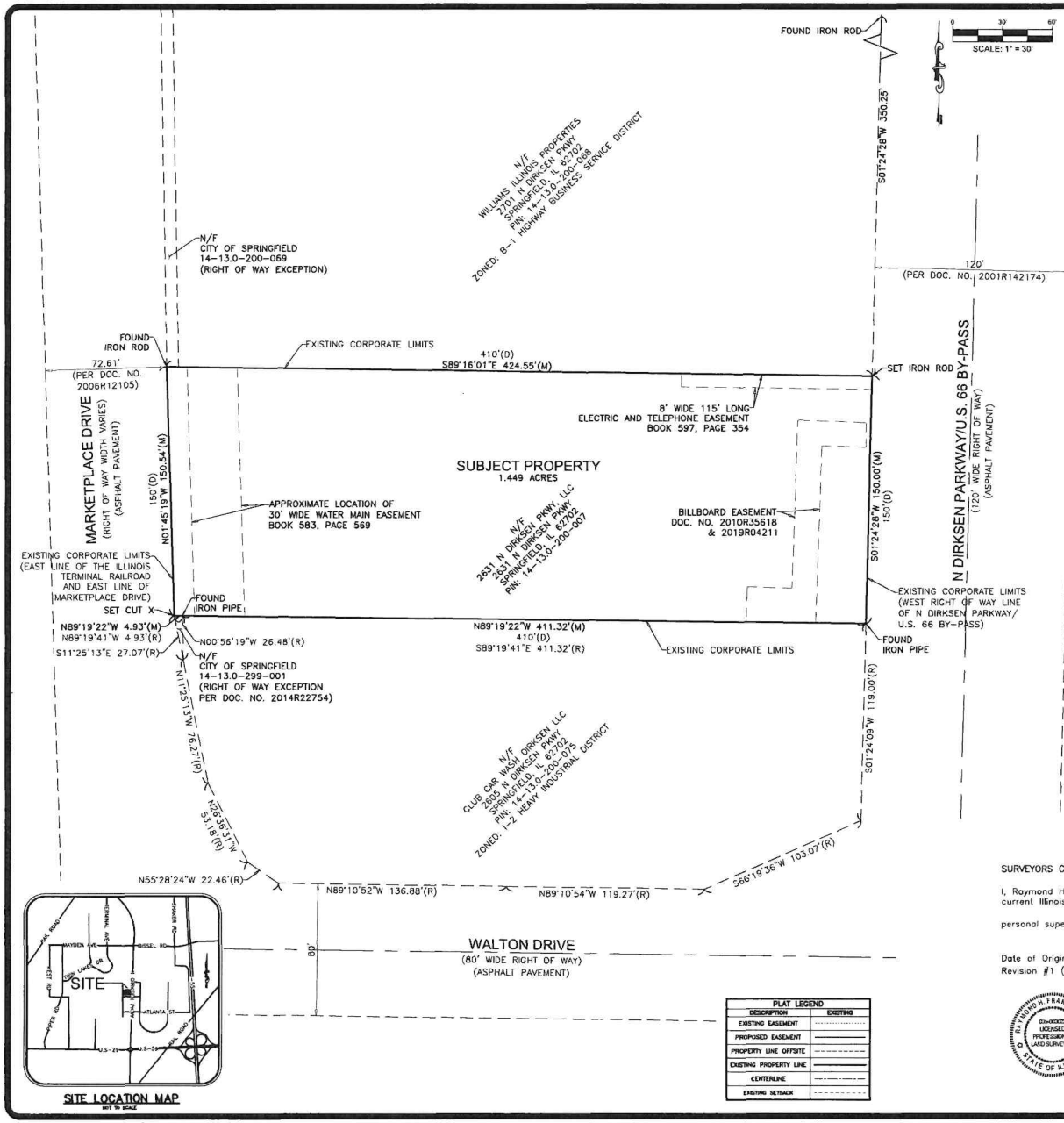


_____
Notary Public

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2026-155

2026-155



ANNEXATION PLAT

A TRACT OF LAND BEING PART OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 16 NORTH, RANGE 5 WEST OF THE 3RD P.M., CITY OF SPRINGFIELD, SANGAMON COUNTY, ILLINOIS.

NOTES:

1. Underground facilities, structures, and utilities have been plotted from available surveys and records. Therefore, their location must be considered approximate only. There may be others, the existence of which is presently not known.

2. Bearings referenced to Grid North of the Illinois Coordinate System 1983, West Zone and elevations referenced to NAVD 1988 per GPS observations utilizing the DECATUR (KARA) VRS RTK Network.

3. Field work was completed on this site by BFA on March 19, 2024.

   M = Indicates measured survey information gathered by BFA, Inc on March 19, 2024.

   D = Indicates recorded boundary information per Deed recorded as Document No. 89H001299 on January 13, 1989 in the Sangamon County, Illinois Recorder of Deeds Office.

   R = Indicates boundary information per ALTA/NSPS Land Title Survey prepared by Austin Engineering Company, Inc. dated August 4th, 2020, signed by Michael P. Cochran PLS No. 3879

4. This site scales within Zone X, Defined as areas determined to be outside the 0.2% annual chance floodplain, as shown on the Flood Insurance Rate Map prepared by the Federal Emergency Management Agency for the City of Springfield, Sangamon County, Illinois, Map No. 17167C0255F, dated August 2, 2007.

5. No Zoning Report provided at time of survey. This site is located in Springfield Township and is not within the city limits of the City of Springfield, IL. Annexation into the city limits of Springfield, IL is anticipated for redevelopment.

6. Items labeled with (NFV) were not field verified and are shown from available resources.

7. No evidence of recent earth moving work, building construction, or building additions were observed in the process of conducting the fieldwork.

8. No proposed changes in the street right of way lines were made available or communicated to the Surveyor regarding the Subject Property.

9. The Subject Property shown hereon is the same property as described in Title Commitment No. 23000220449, dated January 28, 2026 Prepared by Stewart Title Guaranty Company.

PROPOSED ANNEXATION

RECORD LEGAL DESCRIPTION

This legal description hereon is the same as the legal description on the vesting deed set forth in Title Commitment No. 23000220449, dated January 28, 2026 Prepared by Stewart Title Guaranty Company.

The North 150 feet of the South 410 feet of the South 10 acres of all that part of the Northeast 1/4 of Section 13, Township 16 North, Range 5 West of the Third Principal Meridian that lies East of the right of way of Illinois Terminal Railroad Company formerly Springfield and Northeastern Traction Company as said right of way was established by Deed dated August 11, 1906, recorded August 17, 1906 in Book 131 of Deeds at Page 26 and that lies West of the right of way of U.S. Highway 66 By-Pass, as said right of way was established by dedication to the People of the State of Illinois, dated March 3, 1937, and recorded August 25, 1937 in Book 232 of Deeds at Page 295. (Except the coal underlying said land with the right to mine or remove the same by extending entries thereunder) situated in Sangamon County, Illinois.

OWNER:
2631 N DIRKSEN PKWY, LLC
1000 Forest Park BLVD, Suite 401
Fort Worth, TX 76110
Attention: Rick Ledesma
Tel: 214-733-2227
Email: RL@NETLEASEPROPERTIES.COM

SURVEYORS CERTIFICATION:

I, Raymond H. Frankenberg II, do hereby certify that This professional service conforms to the current Illinois minimum standards for a boundary survey, all being completed under

personal supervision on this 26th day of February, 2026.

Date of Original Plat or Map: 11/24/25
Revision #1 (02/26/26): Updated per change of ownership and revised Title Commitment

RAYMOND H. FRANKENBERG II
035-003022
LICENSED
PROFESSIONAL
LAND SURVEYOR
STATE OF ILLINOIS

Raymond H. Frankenberg II, PLS #035-003022
Expiration Date: 11/30/2026
State of Illinois
Registered Land Surveyor for BFA, Inc.
Professional Design Firm #184.008155-0010

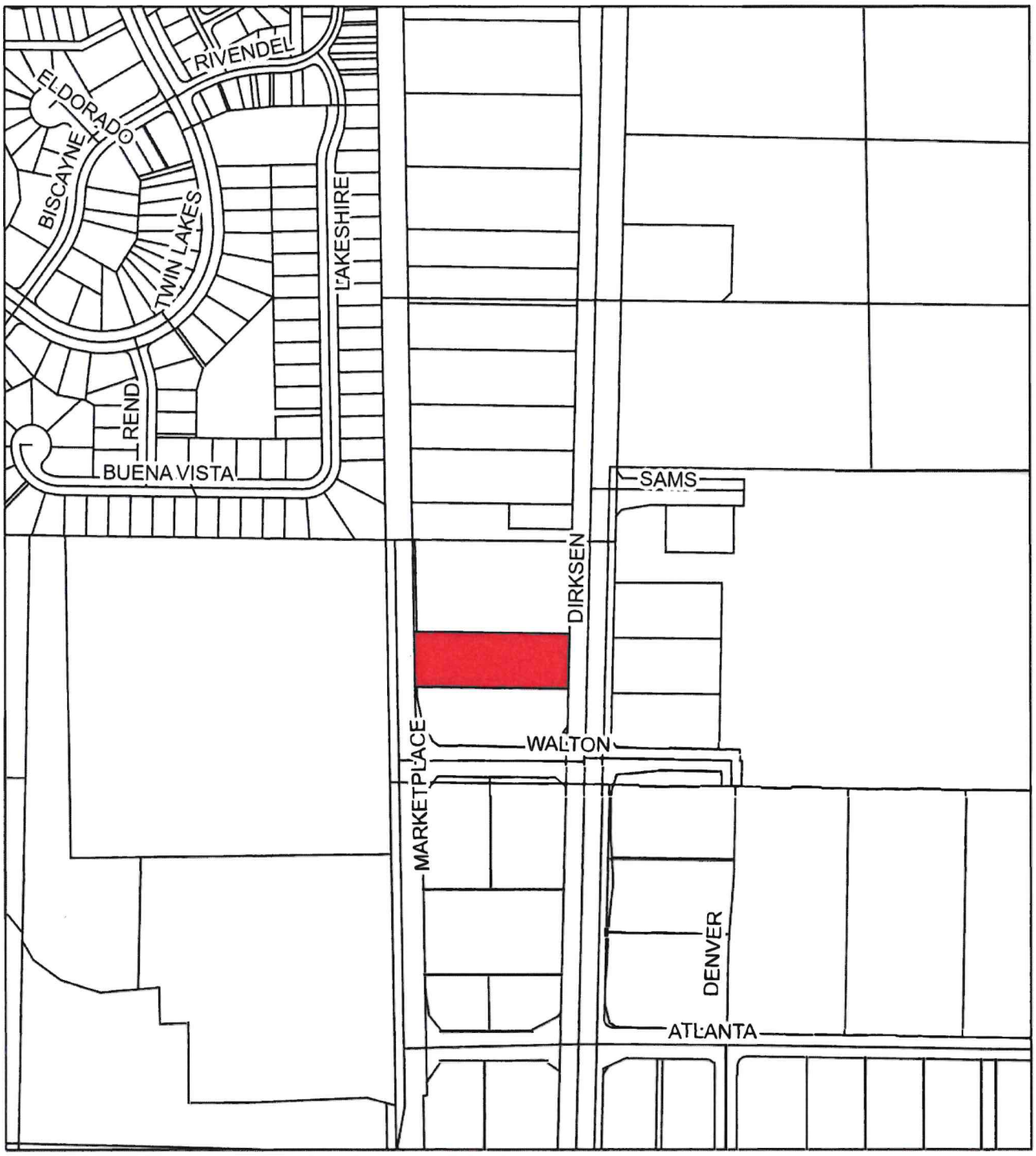
BFA Engineering+Survey/Mg
TELEPHONE: (636) 239-4751
bfaeng.com
103 ELM STREET
WASHINGTON, MISSOURI 63090

2631 N DIRKSEN PARKWAY
SANGAMON COUNTY
SPRINGFIELD, IL 62702

ANNEXATION PLAT
A TRACT OF LAND BEING PART OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 16 NORTH, RANGE 5 WEST OF THE 3RD P.M., CITY OF SPRINGFIELD, SANGAMON COUNTY, ILLINOIS.

DRAWN	B.L.F.
CHECKED	J.B.S.
DATE	02/26/26
SCALE	1"=30'
JOB No.	7898
SHEET NAME	ANNEXATION PLAT

1 OF 1



N
W E
S

LOCATION MAP

Scale: 1 inch =400 feet

Legend

Proposed Annexation

Springfield Corp. Limits

Petitioners: 2631 N Dirksen Pkwy LLC
Tax Number: 14-13.0-200-007

CITY OF SPRINGFIELD, CAPITAL OF ILLINOIS
HOME OF LINCOLN
·1840·

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S:\Engineering\Annexations\2025 Annexations\AX25-00008 (2631 N Dirksen Pkwy)

2026-155

ORDINANCE FACT SHEET

Department Information

Office Requesting: **Public Works**

Staff Member: **Daniel Crouse**

Date: **March 06, 2026**

First Reading: April 7, 2026

Emergency Passage: **N**

Type of Ordinance: **Annexation**

Annexation Information

Petitioner Name: 2631 N Dirksen Pkwy LLC

Property Address: **2631 N DIRKSEN PKWY**

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

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

Annexation contingent on zoning: **Y**

Is an annexation agreement necessary: **Y**

6MAR26

Director, Public Works/City Engineer | Mayor | Director, OBM

March 06, 2026

2026-155

AN ORDINANCE ANNEXING CERTAIN DESCRIBED REAL PROPERTY LOCATED AT 2631 DIRKSEN PARKWAY, 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, 2631 Dirksen Pkwy, LLC ("Owner") has filed a verified petition duly executed and sworn, that the City annex the following described real property:

A tract of land being part of the Northeast quarter of Section 13, township 16 North, range 5 West of the 3rd P.M., Sangamon County, Illinois, at parcels 14-13.0-200-007 more particularly described as follows:

The North 150 feet of the South 410 feet of the South 10 acres of all that part of the Northeast ¼ of Section 13, Township 16 North, range 5 West of the third principal meridian that lies East of the right of way of Illinois terminal railroad company formerly Springfield and Northeastern traction company as said right of way was established by deed dated August 11, 1906, recorded August 17, 1906 in book 131 of deeds at page 26 and that lies West of the right of way of U.S. Highway 66 by-pass, as said right of way was established by dedication to the people of the State of Illinois, dated March 3, 1937, and recorded August 25, 1937, in book 232 of deeds at page 295, situated in Sangamon County, Illinois.

Commonly known as 2631 N. Dirksen Parkway 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 North Side Fire Protection District, the Woodside Board of Trustees and the Springfield Township Commissioner of Highways, Ron Smith, 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

3-31-26
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: March 6, 2026

RE: Annexation Petition
2631 N Dirksen Parkway Springfield
2631 N Dirksen Pkwy LLC

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:

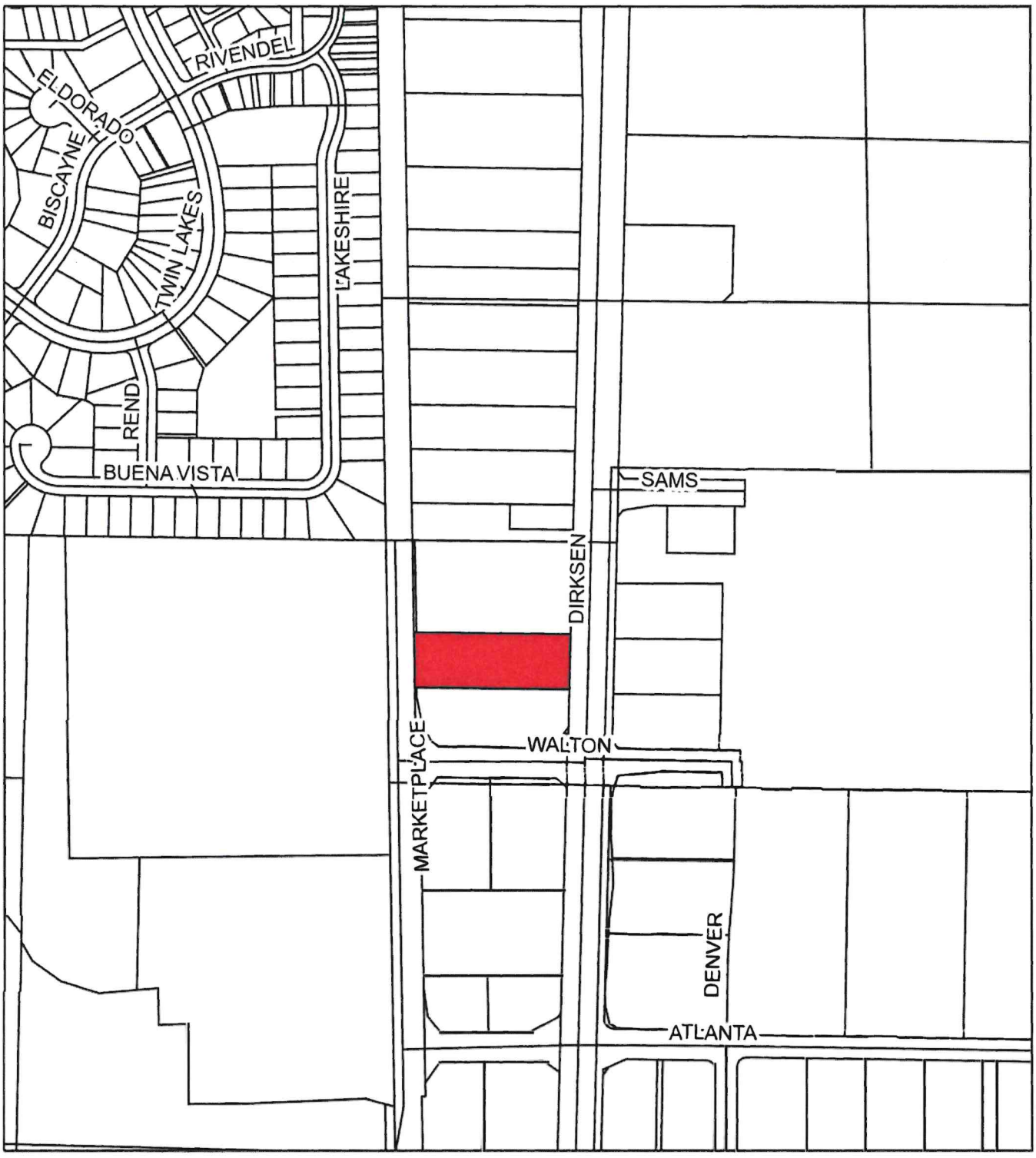
Notification
1 copy of the Location Map
1copy of the Plat
1 copy of the Petition
Summary Sheet
Fact Sheet

An Annexation Agreement **is** required.

The reason for this Annexation is: Owner's Request

Request First Reading On: April 7, 2026

2026-156



LOCATION MAP

Scale: 1 inch =400 feet

Legend

Proposed Annexation

Springfield Corp. Limits

Petitioners: 2631 N Dirksen Pkwy LLC
Tax Number: 14-13.0-200-007

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S:\Engineering\Annexations\2025 Annexations\AX25-00008 (2631 N Dirksen Pkwy)

7

Misty Buscher, Mayor
David Fuchs, Director

Phone: (217) 789-2255
Fax: (217) 789-2366

OFFICE OF PUBLIC WORKS

ROOM 203, MUNICIPAL CENTER WEST
CITY OF SPRINGFIELD, ILLINOIS 62701

PLEASE NOTE:

1. Return Annexation Petition to:

   City of Springfield
   City Clerk's Office
   Room 106 Municipal Center West
   Springfield, Illinois 62701

2. Please include your work and home number should there be any questions regarding your annexation petition and also your mailing address and e-mail address so that we may send you a copy of the signed annexation ordinance.

3. Please include a copy of the deed for the property to be annexed. (This can be obtained from the Recorder of Deeds Office in the County Building)

4. If the property to be annexed is intended to be developed then a Plat of Survey or an Annexation Plat is required. (A Check Sheet of Annexation Plats can be obtained from Nathan Bottom)

5. The petition must be signed by the owner of the property and if applicable all of the electors living on the property, in addition to their respective acknowledgements. An elector is a registered voter.

6. If a corporation, trust or estate owns the property, then documentation is required to verify the person signing the petition has the authority to sign on behalf of the corporation, trust or estate.

7. If you should have any questions regarding your annexation petition, please feel free to call Nathan Bottom at 789-2256 Ext. 5223.

2026-156

(City Clerk Received)

PETITION FOR ANNEXATION

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: 2631 N Dirksen Parkway, Springfield, Illinois

TAX ID NUMBER: 14-13.0-200-007

TOWNSHIP: Springfield

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

The North 150 feet of the South 410 feet of the South 10 acres of all that part of the Northeast 1/4 of Section 13, Township 16 North, Range 5 West of the Third Principal Meridian that lies East of the right of way of Illinois Terminal Railroad Company formerly Springfield and Northeastern Traction Company as said right of way was established by Deed dated August 11, 1906, recorded August 17, 1906 in Book 131 of Deeds at Page 26 and that lies West of the right of way of U.S. Highway 66 By-Pass, as said right of way was established by dedication to the People of the State of Illinois, dated March 3, 1937, and recorded August 25, 1937 in Book 232 of Deeds at Page 295, situated in Sangamon County, Illinois.

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:_____

   _____

   _____ 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 _ persons, including non-electors, reside upon lands within the above-described territory.

2026-156

5. That the undersigned persons and corporations, namely: Nelson Oil Co., Inc. 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 Northside 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 _____ 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.

11. This Petition is contingent upon the completion of the sale of 2631 Dirksen Parkway, as contemplated in a Purchase and Sale Agreement dated October 13, 2023, and the Amendment thereto dated January 21, 2025, between Nelson Oil Co., Inc. (Seller) and NLD Acquisitions LLC (Purchaser).

(Signature of Petitioner)	(Signature of Petitioner)
(Signature of Petitioner)	(Signature of Petitioner)
(Signature of Petitioner)	(Signature of Petitioner)

CONTACT PERSON:
(Please print or type)

Name: Mark Huonder
Address: 1000 Forest Park Blvd., Suite 401
Fort Worth, TX 76110
Daytime phone: 651-357-5723
E-Mail Address: mh@netleaseproperties.com

2026-156

ACKNOWLEDGMENT BY OWNERS OF RECORD

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

CRAIG SCHUERMANN, President of Nelson Oil Co., Inc.,

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.

Craig
(Owner of Record)

(Owner of Record)

(Owner of Record)

(Owner of Record)

Subscribed and sworn to before me each of the persons whose signatures appear above this 7th day of NOVEMBER, 2025.

OFFICIAL SEAL
WILLIAM PATRICK SHEEHAN
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION NO. 1015472
MY COMMISSION EXPIRES AUGUST 14, 2029

William P Sheehan
Notary Public

2026-156

ACKNOWLEDGMENT BY PURCHASER

STATE OF ~~ILLINOIS~~ Texas)
) SS
COUNTY OF ~~SANGAMON~~ Tarrant)

Benito J. Hidalgo

~~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.

(Purchaser) (Purchaser)

(Purchaser) (Purchaser)

Subscribed and sworn to before me each of the persons whose signatures appear above this 6th day of November, 2025.

CAROLINE JEANETTE LAMBERT
MY COMMISSION EXPIRES
1/6/2027
NOTARY ID: 134131526

Notary Public

2026-156

TAX ADMINISTRATION DIVISION OFFICE OF BUDGET
AND MANAGEMENT CITY OF SPRINGFIELD
Room 210, Municipal Center West Springfield,
Illinois 62701-1681
217.789.2294

Notice Regarding Annexed Property and City Taxes

If you or your property owner have been annexed into the City of Springfield, you are responsible for collecting Springfield Tax if you operate any of the following businesses:

a) a retail business
b) a service business that sells tangible items in connection with the service
c) a Hotel, Motel, B & B, or any building where the public can purchase accommodations
d) a retail vehicle dealership

For items a & b, merchandise that is currently taxed at 6.25%, will now be collected at a higher rate, which will include the Springfield Home Rule Tax of 2.5%. The entire tax will continue to be remitted to the Illinois Department of Revenue. The total rate is 8.75%.

Any qualifying items that you currently collect at a rate of 1% are exempt from the Home Rule Tax.

Items c & b are taxes collected and paid directly to the City of Springfield. Please contact our office if you operate either of these types of businesses.

2026-156

P1a

H001299

THE GRANTOR, N. K. SCHUERMANN, OF THE COUNTY OF SANGAMON AND STATE OF ILLINOIS FOR AND IN CONSIDERATION OF OTHER GOOD AND VALUABLE CONSIDERATIONS AND ONE DOLLAR IN HAND PAID, CONVEYS AND WARRANTS TO NELSON OIL COMPANY, INC., an Illinois corporation, OF THE COUNTY OF MENARD AND STATE OF ILLINOIS THE FOLLOWING DESCRIBED REAL ESTATE:

The North 150 feet of the South 410 feet of the South 10 acres of all that part of the Northeast Quarter of Section 13, Township 16 North, Range 5 West of the Third Principal Meridian that lies East of the right of way of Illinois Terminal Railroad Company formerly Springfield and Northeastern Traction Company as said right of way was established by Deed dated August 11, 1906 recorded August 17, 1906 in Book 131 of Deeds at page 26 and that lies West of the right of way of U.S. Highway 66 By-Pass, as said right of way was established by dedication to the People of the State of Illinois, dated March 3, 1937, and recorded August 25, 1937 in Book 232 of Deeds at page 295. (except the coal underlying said land with the right to mine or remove the same by extending entries thereunder) Situated in Sangamon County, Illinois.

TOGETHER WITH THE APPURTENANCES THEREUNTO APPERTAINING, SITUATED IN THE COUNTY OF SANGAMON IN THE STATE OF ILLINOIS; HEREBY RELEASING AND WAIVING ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF ILLINOIS.

Subject to all pertinent zoning ordinances and regulations;
Subject, also, to visible easements and easements of record or in place affecting said described real estate,
Subject, also to the real estate taxes thereon, for the year 1988, due and payable in 1989.

DATED THIS 28th DAY OF DECEMBER, A.D., 1988.

_____(SEAL) N. K. Schuermann (SEAL)
N. K. SCHUERMANN

STATE OF ILLINOIS)
: SS.
COUNTY OF MENARD)

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that N. K. SCHUERMANN, 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 said instrument as and for his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead and dower.

GIVEN under my hand and seal, this 28th day of December, 1988.

OFFICIAL SEAL
ARLYN TINSDALE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9-20-89

Arlyn Tinsdale
Notary Public

Name and Address of Grantee
For Tax Billing Purposes:

Nelson Oil Co.

Petersburg, IL 62675

THIS INSTRUMENT PREPARED BY
ARLYN TINSDALE
ATTORNEY AT LAW
PETERSBURG, ILLINOIS 62675

000300

2026-156

AFFIDAVIT FOR PURPOSE OF PLAT ACT AND TRACT SURVEY REQUIREMENTS

(County Zoning and Subdivision Ordinances May Also Apply)

STATE OF ILLINOIS }
} SS
COUNTY OF SANGAMON }

12-21- , 19 88

Affiant is a resident of Petersburg Menard County, and is [agent for] [~~owner(s)~~] 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:

[X] a. NOT A DIVISION of land, being either a reconveyance of all contiguous land owned by the grantor or a conveyance of a parcel whose legal description was contained in a document recorded prior to November 1, 1987.

[ ] b. A division or subdivision of land into parcels of five acres or more in size which does not involve any new streets or easements of access;

** [ ] 1. Division by metes and bounds description; [**See Below]
[ ] 2. Fractional Parts Division;

[ ] c. A division of lots or blocks of less than one acre in any recorded subdivision which does not involve any new streets or easements of access;

** [ ] 1. Division is being done to create a new building site; [**See Below]
[ ] 2. Division is being done to add land to an existing parcel;

** [ ] d. A sale or exchange of parcels between owners of adjoining and contiguous land provided a new building site is not being created; [**See Below]

[ ] e. A conveyance of land for use as a right of way for railroads or other public utilities which does not involved any new streets or easements of 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 existing on July 17, 1959 which does not involve any new streets or easements of access.

** [ ] 1. Division by metes and bounds description; [**See Below]
[ ] 2. Fractional Parts Division;

** [X] j. A conveyance of a parcel of less than five acres resulting from the one-time division of a parcel existing on October 1, 1973, when accompanied by a survey. This exemption does not apply where there has been a division after October 1, 1973 utilizing exemption i. and creating a parcel of less than five acres. [**See Below]

PLAT OFFICER APPROVAL is

_____ Attached; or

_____ Not required; Parcel wholly within municipal limits of _____

Further affiant sayeth not.

Subscribed and sworn to before me this 12th day of January, 19 89.

Arlyn Tisdale
Notary Public

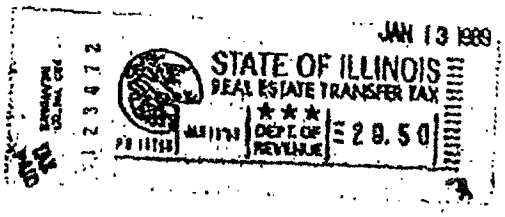
OFFICIAL SEAL
ARLYN TISDALE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9-30-89

Rev. 4/88

** This change was okayed by Randy, Plat Officer, by telephone conversation on 1/13/89 at 10:35 am. Nolan Lyons by Arlyn Tisdale

000301

2026-156

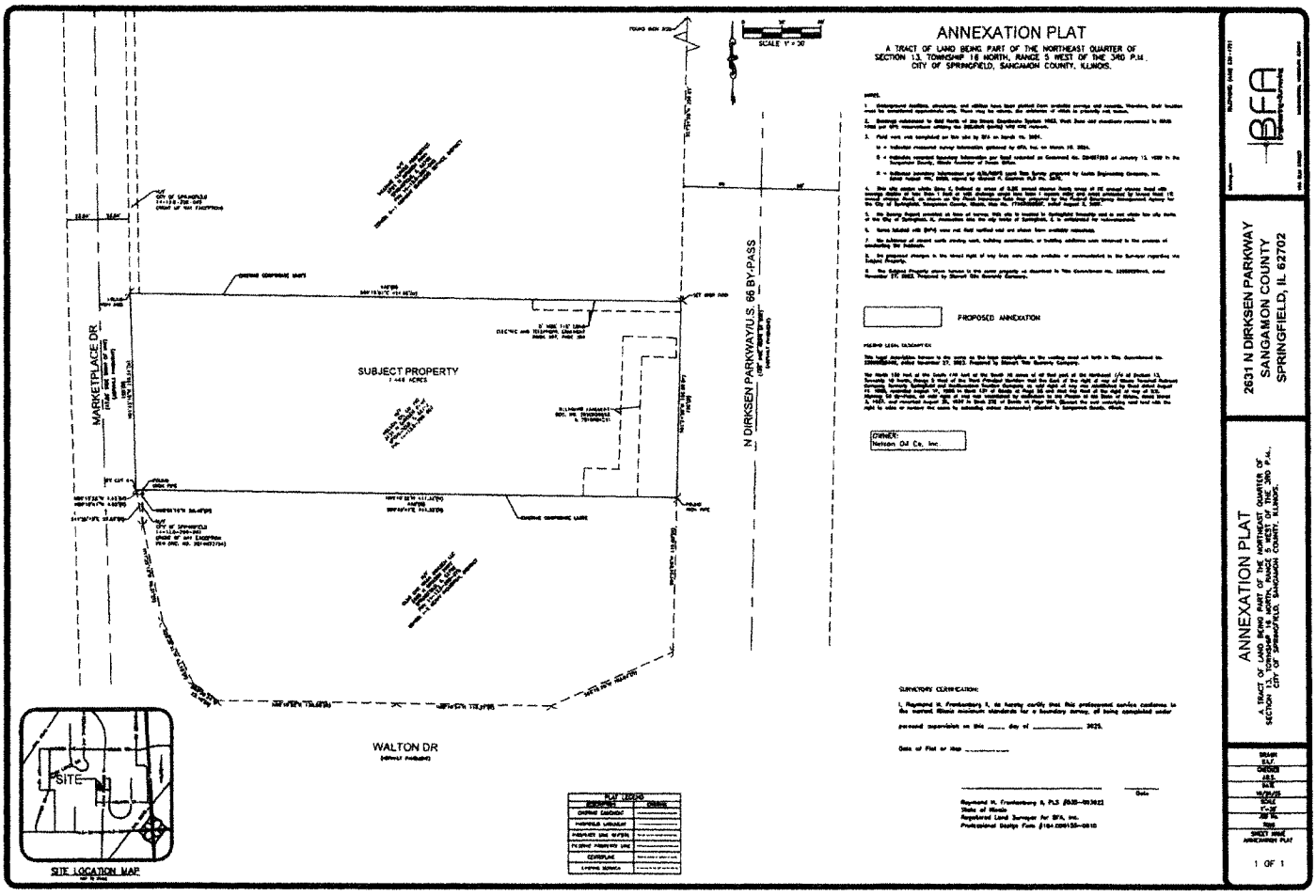


89H001299

MARY ANN LAMM
RECORDER
SANGAMON CO. IL.

'89 JAN 13 AM 10:05

★★★★★ 000302


ANNEXATION PLAT
A TRACT OF LAND BEING PART OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 16 NORTH, RANGE 5 WEST OF THE 3RD P.M., CITY OF SPRINGFIELD, SANGAMON COUNTY, ILLINOIS.
SCALE 1" = 30'
PROPOSED ANNEXATION
OWNER:
Nelson Oil Co., Inc.
SURVEYOR'S CERTIFICATION:
Raymond M. Frankenberg II, PLS
State of Illinois
Registered Land Surveyor for BFA, Inc.
Professional Design Firm (184-009155-0010
SUBJECT PROPERTY
7.448 ACRES
MARKETPLACE DR.
N DIRKSEN PARKWAY/U.S. 66 BY-PASS
WALTON DR
SITE
SITE LOCATION MAP
PLAT LEGEND
2631 N DIRKSEN PARKWAY
SANGAMON COUNTY
SPRINGFIELD, IL 62702
ANNEXATION PLAT
A TRACT OF LAND BEING PART OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 16 NORTH, RANGE 5 WEST OF THE 3RD P.M., CITY OF SPRINGFIELD, SANGAMON COUNTY, ILLINOIS.
BFA
1 OF 1

2026-156

Legal Notification Sheet

Gregory Moredock

Date: **March 06, 2026**

Petitioner's Name: **2631 N Dirksen Pkwy LLC**

Property Address: **2631 N DIRKSEN PKWY**
SPRINGFIELD, IL 62702

Legal Description

THE NORTH 150 FEET OF THE SOUTH 410 FEET OF THE SOUTH 10 ACRES OF ALL THAT PART OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 16 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN THAT LIES EAST OF THE RIGHT OF WAY OF ILLINOIS TERMINAL RAILROAD COMPANY FORMERLY SPRINGFIELD AND NORTHEASTERN TRACTION COMPANY AS SAID RIGHT OF WAY WAS ESTABLISHED BY DEED DATED AUGUST 11, 1906, RECORDED AUGUST 17, 1906 IN BOOK 131 OF DEEDS AT PAGE 26 AND THAT LIES WEST OF THE RIGHT OF WAY OF U.S. HIGHWAY 66 BY-PASS, AS SAID RIGHT OF WAY WAS ESTABLISHED BY DEDICATION TO THE PEOPLE OF THE STATE OF ILLINOIS, DATED MARCH 3, 1937, AND RECORDED AUGUST 25, 1937 IN BOOK 232 OF DEEDS AT PAGE 295, SITUATED IN SANGAMON COUNTY, ILLINOIS.

Public Library District: **N/A**

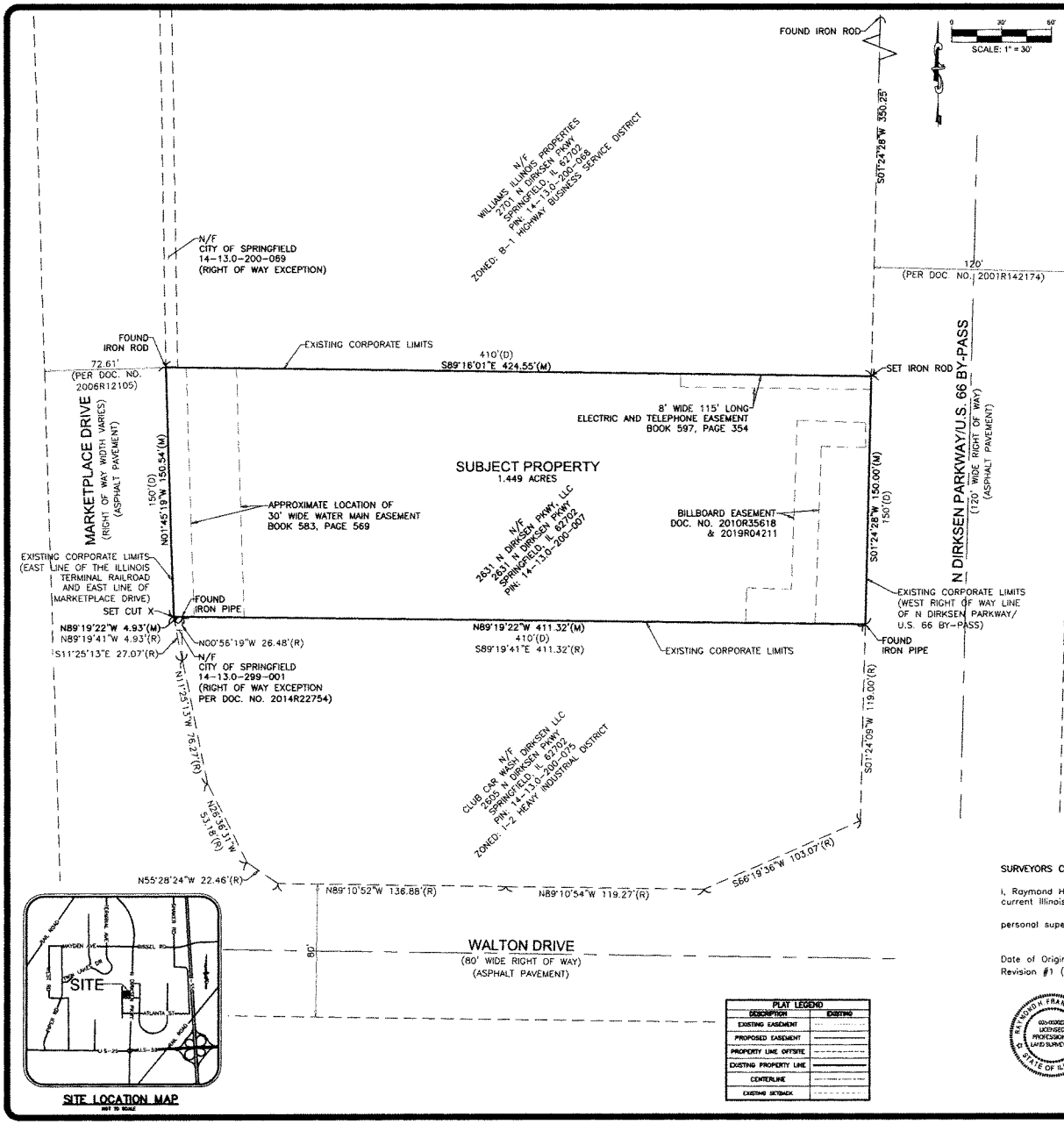
Fire Protection District: **North Side FPD**

Township & Commissioner: **Springfield - Ron Smith**

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

Electors: **0**

2026-156



ANNEXATION PLAT

A TRACT OF LAND BEING PART OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 16 NORTH, RANGE 5 WEST OF THE 3RD P.M., CITY OF SPRINGFIELD, SANGAMON COUNTY, ILLINOIS.

NOTES:

1. Underground facilities, structures, and utilities have been plotted from available surveys and records. Therefore, their location must be considered approximate only. There may be others, the existence of which is presently not known.

2. Bearings referenced to Grid North of the Illinois Coordinate System 1983, West Zone and elevations reverenced to NAVD 1988 per GPS observations utilizing the DECATUR (KARA) VRS RTK Network.

3. Field work was completed on this site by BFA on March 19, 2024.

   M = Indicates measured survey information gathered by BFA, Inc. on March 19, 2024.

   D = Indicates recorded boundary information per Deed recorded as Document No. 89H001299 on January 13, 1989 in the Sangamon County, Illinois Recorder of Deeds Office.

   R = Indicates boundary information per ALTA/NSPS Land Title Survey prepared by Austin Engineering Company, Inc. dated August 4th, 2020, signed by Michael P. Cochran PLS No. 3879.

4. This site scales within Zone X, Defined as areas determined to be outside the 0.2% annual chance floodplain, as shown on the Flood Insurance Rate Map prepared by the Federal Emergency Management Agency for the City of Springfield, Sangamon County, Illinois, Map No. 17167C0255F, dated August 2, 2007.

5. No Zoning Report provided at time of survey. This site is located in Springfield Township and is not within the city limits of the City of Springfield, IL. Annexation into the city limits of Springfield, IL is anticipated for redevelopment.

6. Items labeled with (NFV) were not field verified and are shown from available resources.

7. No evidence of recent earth moving work, building construction, or building additions were observed in the process of conducting the fieldwork.

8. No proposed changes in the street right of way lines were made available or communicated to the Surveyor regarding the Subject Property.

9. The Subject Property shown hereon is the same properly as described in Title Commitment No. 23000220449, dated January 28, 2026. Prepared by Stewart Title Guaranty Company.

PROPOSED ANNEXATION

RECORD LEGAL DESCRIPTION

This legal description hereon is the same as the legal description on the vesting deed set forth in Title Commitment No. 23000220449, dated January 28, 2026. Prepared by Stewart Title Guaranty Company.

The North 150 feet of the South 410 feet of the South 10 acres of all that part of the Northeast 1/4 of Section 13, Township 16 North, Range 5 West of the Third Principal Meridian that lies East of the right of way of Illinois Terminal Railroad Company formerly Springfield and Northeastern Traction Company as said right of way was established by Deed dated August 11, 1906, recorded August 17, 1906 in Book 131 of Deeds at Page 26 and that lies West of the right of way of U.S. Highway 66 By-Pass, as said right of way was established by dedication to the People of the State of Illinois, dated March 3, 1937, and recorded August 25, 1937 in Book 232 of Deeds at Page 295. (Except the coal underlying said land with the right to mine or remove the same by extending entries thereunder) situated in Sangamon County, Illinois.

OWNER:
2631 N DIRKSEN PKWY, LLC
1000 Forest Park BLVD, Suite 401
Fort Worth, TX 76110
Attention: Rick Ledesma
Tel: 214-733-2227
Email: RL@NETLEASEPROPERTIES.COM

SURVEYORS CERTIFICATION:

I, Raymond H. Frankenberg II, do hereby certify that This professional service conforms to the current Illinois minimum standards for a boundary survey, all being completed under

personal supervision on this 26th day of February, 2026.

Date of Original Plat or Map: 11/24/25
Revision #1 (02/26/26): Updated per change of ownership and revised Title Commitment.

RAYMOND H. FRANKENBERG II
035-003022
LICENSED
PROFESSIONAL
LAND SURVEYOR
STATE OF ILLINOIS

Raymond H. Frankenberg II, PLS #035-003022
Expiration Date: 11/30/2026
State of Illinois
Registered Land Surveyor for BFA, Inc.
Professional Design Firm #184.008155-0010

BFA Engineering+Surveying
TELEPHONE: (636) 239-4751
1103 ELM STREET
WASHINGTON, MISSOURI 63090

2631 N DIRKSEN PARKWAY
SANGAMON COUNTY
SPRINGFIELD, IL 62702

ANNEXATION PLAT
A TRACT OF LAND BEING PART OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 16 NORTH, RANGE 5 WEST OF THE 3RD P.M., CITY OF SPRINGFIELD, SANGAMON COUNTY, ILLINOIS.

DRAWN	R.L.F.
CHECKED	J.B.S.
DATE	02/26/26
SCALE	1"=30'
JOB No.	7898
SHEET NAME	ANNEXATION PLAT

1 OF 1

Blueprint Copies

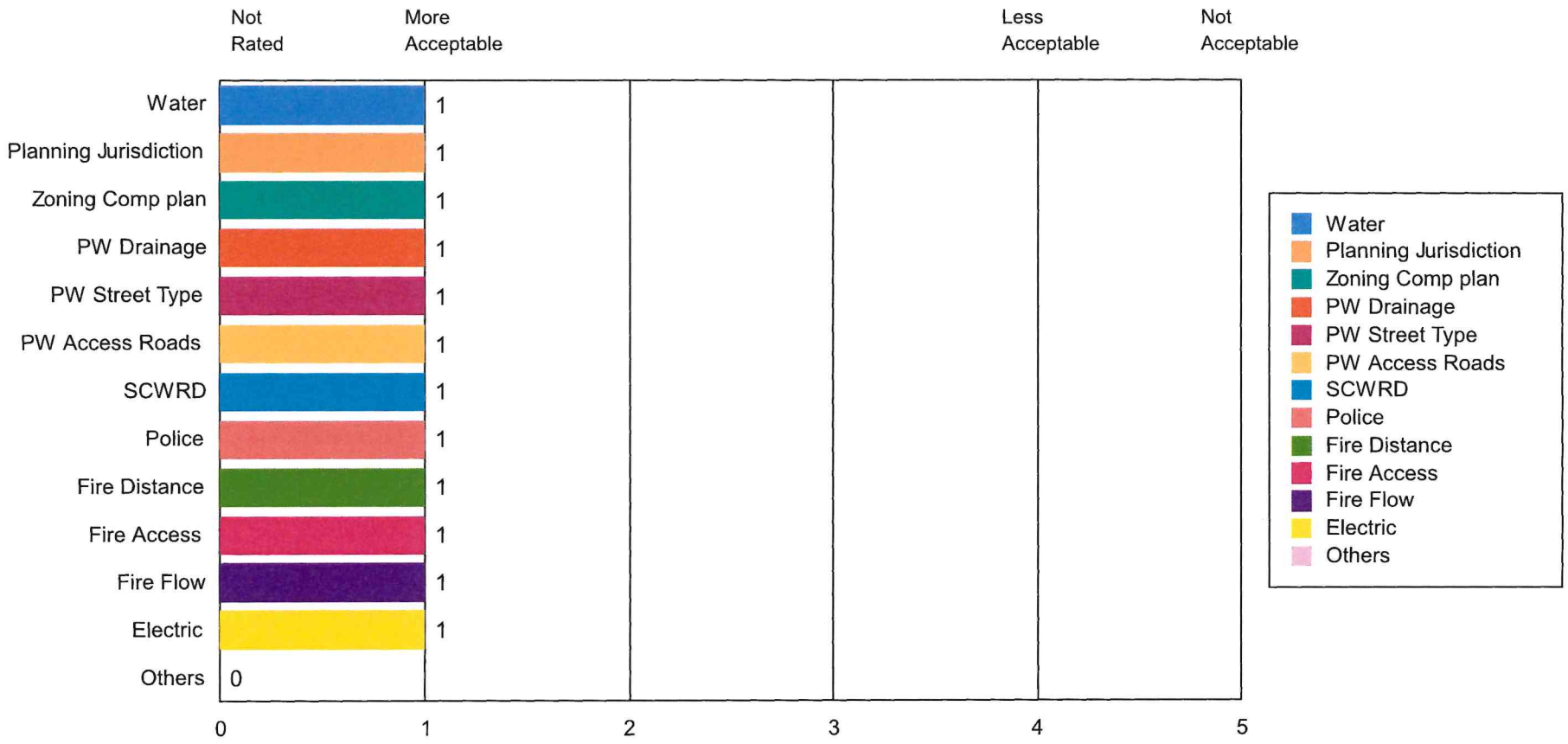
ANNEXATION REVIEW SUMMARY

2026-156

DATE: **March 06, 2026**

PERMIT: **AX25-00008**

PROPERTY ADDRESS: **2631 N DIRKSEN PKWY**



ANNEXATION REVIEW SUMMARY

DATE: **March 06, 2026**

PERMIT: **AX25-00008**

PROPERTY ADDRESS: **2631 N DIRKSEN PKWY**

ANNEXATION REVIEW SUMMARY COMMENTS

City Engineer review with comments

Manholes along Marketplace Drive are 5' and 7' diameter.

Electric review with comments

CWLP Electric has primary along the east property line and feeds businesses to the north and south of this property.

Fire Department review with comments

Any future development on this property will likely require the addition of a fire hydrant.

Police Department review with comments

There are no issues with SPD response to the location.

SCWRD review with comments

SSCRPC review with comments

The 2037 Comprehensive Plan identifies the proposed land use as commercial.

Water review with comments

Property has frontage on a 6" water main along Market Place Drive & a 16" water main along N. Dirksen Parkway.

ORDINANCE FACT SHEET

Department Information

Office Requesting: **Public Works**

Staff Member: **Daniel Crouse**

Date: **March 06, 2026**

First Reading: April 7, 2026

Emergency Passage: **N**

Type of Ordinance: **Annexation**

Annexation Information

Petitioner Name: 2631 N Dirksen Pkwy LLC

Property Address: **2631 N DIRKSEN PKWY**

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

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

Annexation contingent on zoning: **Y**

Is an annexation agreement necessary: **Y**

6MAR26

Director, Public Works/City Engineer | Mayor GEM | Director, OBM

2026-156

AN ORDINANCE AUTHORIZING EXECUTION OF A MASTER SERVICES AGREEMENT WITH NV5 GEOSPATIAL, INC. FOR VARIOUS SUPPORT SERVICES AND DELIVERABLES FOR THE GEOGRAPHIC INFORMATION SYSTEMS AND COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEMS FROM APRIL 1, 2026, THROUGH MARCH 31, 2027, FOR AN AMOUNT NOT TO EXCEED $355,000.00, 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 Offices of Public Works, Public Utilities, Planning and Economic Development desires support and maintenance for the Geographic Information Systems and Computerized Maintenance Management Systems to improve asset management and operational efficiency; and

WHEREAS, NV5 Geospatial, Inc. is willing and able to provide these services from April 1, 2026 through March 31, 2027, for an amount not to exceed $355,000.00; and

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

WHEREAS, it is necessary to enter into an agreement with NV5 Geospatial, Inc. for support and maintenance for the Geographic Information Systems and Computerized Maintenance Management Systems to improve asset management and operational efficiency; and

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

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

Section 1: That the City Council hereby authorizes a Master Services Agreement with NV5 Geospatial, Inc. for support and maintenance of the Geographic Information Systems and Computerized Maintenance Management Systems to improve asset management and operational efficiency for the Office of Public Works from April 1, 2026, through March 31, 2027, for an amount not to exceed $355,000.00. The Mayor and City Clerk are authorized to execute the Agreement and 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 NV5 Geospatial, Inc. (VC*4574) for an amount not to exceed $355,000.00 from accounts as follows:

FROM ACCOUNTS	**AMOUNTS**
001-110-WORK-GISS-1606	$250,000.00
102-100-CB-7778-1232	$ 50,000.00
101-100-BE-6190-1218	$ 30,000.00
001-111-DEVL-CDBG-1605	$ 25,000.00
Total:	**$355,000.00**

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:

3-31-2C
Office of Corporation Counsel

Requested by: Mayor Misty Buscher

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

MEMORANDUM

TO: **Matt Gairani**

FROM: **Anthony Quinones – Assistant Purchasing Agent**

DATE: **March 19, 2026**

SUBJECT: **Professional Services Determination**

I have reviewed the Ordinance Fact Sheet concerning NV5 Geospatial Inc., for a one (1) year master services agreement to support the Geographic Information Systems and Computerized Maintenance Management Systems to improve asset management in an amount not to exceed $355,000.00 for the Office of Public Works and CWLP.

Based on the information provided, I have determined that this vendor possesses a degree of professional skill and expertise in the required area. Pursuant to Section 38.42 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive Bids.

300 SOUTH SEVENTH • ROOM 200 • SPRINGFIELD, ILLINOIS 62701-1681 • (217) 789-2205 • FAX (217) 789-2207

20261547

NV5
GEOSPATIAL

Professional Services Agreement

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made by and between the City of Springfield, IL (referred to herein as "Client") with offices at 300 S. 7th Street Springfield, IL 62071 and NV5 GEOSPATIAL, INC, a Wisconsin corporation (referred to herein as "Consultant") with offices at N6216 Resource Drive Sheboygan Falls, WI 53085.

I. **ENGAGEMENT**. Client desires to engage Consultant to provide Services as described in Exhibit A, Scope of Services. The "General Terms and Conditions" set forth as "Exhibit B" are hereby made a part of this Agreement. No deviation from the "Terms and Conditions for Professional Services" are authorized without the express written consent of Consultant.

II. **SCOPE OF WORK.** Consultant shall provide Services in accordance with the "Scope of Work" attached hereto as "Exhibit A". Scope of Work (SOW), incorporated by reference to these terms and conditions, shall mean the technical description of the work to be performed. "Documentation" shall mean deliverable documentation in accordance with the SOW for services described therein. "Equipment" shall mean all equipment used by NV5 Geospatial, Inc. for the purpose of providing services as described in the SOW. Consultant agrees to commence Services embraced by this Agreement on April 1st, 2026.

III. **METHOD AND LEVEL OF COMPENSATION.** Consultant shall provide Services as described in Exhibit A for in consideration of a sum of $355,000. Consultant will not exceed this amount in billings and/or commitments without prior written authorization from Client.

IV. **INVOICES**. For payment of Services, Consultant shall invoice the account of: **City of Springfield, IL, 300 S. 7th Street, Springfield, IL 62071, Attn: Nathan Bottom**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized representatives this 1st day of April, 2026. Signers warrant that they have the authority to bind the respective parties to this Agreement.

Date: _____	Date: March 16, 2026
Client:	**NV5 GEOSPATIAL, INC.**
By: _____	By: _____
Name: _____	Name: Robert Vander Meer
Title: _____	Title: Vice President

2026-157

EXHIBIT A

SCOPE OF WORK

For

Agreement Dated April 1, 2026

Between NV5 Geospatial ("NV5G")

and

City of Springfield, Illinois

Labor Category	List Rate 2026	5% Discount Off List Rates
Geospatial Analyst	$160.89	**$152.85**
Sr Geospatial Analyst	$192.32	**$182.70**
Geospatial Developer	$239.37	**$227.40**
Sr Geospatial Developer	$287.24	**$272.88**
Project Manager	$258.67	**$245.74**
Sr Project Manager	$319.79	**$303.80**
Solutions Architect	$258.67	**$245.74**
Sr Solutions Architect	$319.79	**$303.80**
Solutions Engineer	$239.37	**$227.40**
Senior Solutions Engineer	$287.24	**$272.88**

Total Compensation under this ~~Year 3~~ Exhibit shall not exceed **$355,000** (minimum $100k/year for discount) per the rates for the primary anticipated labor categories above (refer to the complete list below).

(1) The work to be performed and/or the deliverables to be provided by NV5G for Client may include the following:

- Weekly coordination meetings
- Upgrade Esri Environment to 11.5 in preparation for unity migration
- Migration from CityWorks to Trimble Unity
- Updating Municipal and Fire Safety Codes
- Updating SSO to secure vulnerabilities
- JULIE interface rework

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- Other general support and consulting services for the enterprise use of Geospatial Information Systems (GIS) and Asset Management Systems, including delivering essential spatial data, services and software for visualization (mapping) of data, comprehensive analysis of geographic patterns and asset/resource allocation.

(2) Type and number of NV5G personnel expected to perform the Agreement:

- NV5G staff expected to support this service agreement will align with the services category and rate table provided above

(3) Date(s) performance of Services and/or production of Deliverables is (are) to commence:

- April 1, 2026

(4) Expected duration of performance of Services and/or production of Deliverables:

- April 1, 2026 – March 31, 2027

(5) Compensation to be paid to NV5G (including times for and methods of payment):

- NV5G shall be compensated up to the specific rates listed in Appendix A. NV5G shall submit invoices for the services rendered.

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EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **The Agreement.** This Agreement between the parties, which shall describe and govern Client's engagement of Consultant to provide services (referred to herein as "Services") identified in the Proposal, consists of the Proposal, these General Terms and Conditions, Consultant's pricing, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement.

2. **Standard of Care.** The parties will consult and cooperate to coordinate Services with the activities of Client employees and other representatives. The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions and in the same locality as the Project. Consultant shall not be responsible for the use or interpretation of such information by non-parties to this Agreement. Consultant shall not be held liable for problems that may occur if Consultant's recommendations are not followed. In performance of Services and this Agreement, Consultant will comply in general accordance with applicable laws, ordinances, rules, regulations, orders, licenses, permits, and other governmental requirements (including, but not limited to, such requirements imposed on Client with respect to Services).

3. **Schedule.** Consultant will use best efforts to perform Services in accordance with agreed upon schedule. Consultant is not responsible for delays as a result of acts of God, earthquake, fire, explosion, flood, the elements; strikes, lockouts, boycotts, picketing, labor disturbances or differences with workers; acts of the public enemy, war, rebellion, riots, acts of the government (federal, state, or municipal); shelter in place, quarantines, work restrictions or related government orders or mandates arising from or in connection with pandemics including COVID-19 (coronavirus), weather conditions adversely affecting aerial acquisition, flight clearances for access to air and space, aviation security restrictions, equipment failures or interruptions in communications systems; or any cause whatsoever beyond the control of the party in default. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant shall not be responsible for damages nor shall Consultant be deemed to be in default of this Agreement. Further, when such delays occur, Client agrees that, to the extent such delays cause Consultant to perform extra services, such services shall be paid for by Client as extra services in accordance with paragraph.

4. **Changes.** Client may make changes in Services within the general scope of this Agreement (including, but not limited to, additions to or deletions from Services, suspension of performance, and changes in schedule) by giving Consultant written notice of the same. If a change causes an increase or decrease in the time or costs required to perform Services according to this Agreement, the schedule and compensation for such Services will be equitably adjusted to reflect such increase or decrease, and the Agreement will be amended in writing accordingly.

5. **Additional Services.** Client agrees that if Client requests services not specified in the scope of services described in this Agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this Agreement, or as identified via an amendment to the original Agreement.

6. **Billing and Payment.** Consultant will issue progress invoices, including applicable taxes, thereafter to Client as work is performed, but no more frequently than weekly. Undisputed progress invoices are payable by Client thirty (30) days after receipt of the invoice. Where the method of contract payment is based on a time-and-materials basis, the minimum time segment for the charging of work is one half hour. Salary increases will become effective immediately upon Consultant's authorization and will be reflected in the next invoice submitted to Client. All payments will be made in United States Dollars. If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within ten (10) calendar days of the invoice date, identify the cause of disagreement, and immediately pay that portion of the invoice not in dispute. In the absence of written notification described above, the balance as stated on the invoice shall be deemed accepted. Invoices are delinquent if payment has not been received when due as set forth in this Section. In such an event, Client shall pay an additional charge of one and one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. Consultant shall also be entitled to recover for all costs and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount. Consultant reserves the right to withhold all reports or deliverables and suspend any and all services, including but not limited to a stop work order on the project, unless and until payment is made by Client in accordance with this Agreement.

Should Consultant be subpoenaed or called upon to testify for or on behalf of the Client or for consulting services on matters arising out of or related to the Work, Client shall compensate Consultant for its time at a rate of two times (2x) the Consultant's standard billing rates.

7. **Site Access and Conditions.** Client will provide Consultant access to the Project site for all equipment and personnel necessary for the performance of the Services. As required to effectuate such access, Client will notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that Consultant must be allowed free access to the site. While Consultant agrees to take reasonable precautions to minimize damage to the site, Client understands that, in the normal course of performing the Services, some damage may occur, and further understands that Consultant is not responsible for the correction of any such damage unless so specified in the Proposal.

Client agrees that in accordance with generally accepted construction practices, the construction contractor and construction subcontractors will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours. Neither the professional activities of Consultant nor the presence of Consultant or his or her employees or subconsultants at a construction site shall relieve the contractor and its subcontractors of their obligations, duties and responsibilities including, but not limited to, construction means, methods,

sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and applicable health or safety requirements of any regulatory agency or of state law.

8. Reports. If requested by Client and agreed to by Consultant, Consultant will prepare and submit to Client a written report describing Services performed during the prior month and Services planned for the current month.

9. Confidential Information. Information acquired by Consultant in connection with Services (from Client or a third party or developed by Consultant) and not generally available to the public will constitute confidential information of Client (*Confidential Information*). "Confidential Information" shall include any and all oral, written or electronically transmitted information of a proprietary nature which is either owned by the Parties, or owned by any affiliate of the Parties and licensed to the other Party, including, but not limited to, any information relating to services or products that is not generally available to the public, including without limitation, identification of customers; business methods, strategies and practices; internal operations; pricing and billing; financial data; costs; personnel information; customer and supplier contacts and needs; sales lists; technology; software; computer programs; computer systems; inventions; patents-pending; product development; trade secrets of any kind; any information designated as confidential by either Party or that Party's clients; and all oral, written or electronically transmitted information learned by the receiving Party from the disclosing Party's employees, agents, or through inspection of the other Parties' property, that relate to the categories of information listed above. Confidential Information shall not include information that (i) is now or subsequently becomes generally available to the public through no fault or breach of this Agreement on the part of the receiving Party; (ii) the receiving Party can demonstrate to have had rightfully in its possession prior to disclosure by the other Party; (iii) is independently developed by either Party without the use of any Confidential Information; or (d) the receiving Party rightfully obtains from a third party who has the right to transfer or disclose it without a duty of confidentiality and/or nondisclosure.

Consultant will use and disclose Confidential Information only as reasonably required for performance of Services in accordance with this Agreement or as otherwise authorized in writing by Client. Consultant will not publish Confidential Information without prior written consent of Client. Without limitation of the foregoing, Consultant will not divert or misappropriate Confidential Information for Consultant benefit or the benefit of a third party. Consultant will take appropriate steps to protect Confidential Information from unauthorized use or disclosure.

10. Intellectual Property and Ownership of Documents. "Intellectual Property Rights" means all (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs) and rights in data and databases, (d) trade secrets, know-how and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world. "Pre-Existing Intellectual Property" means all Intellectual Property, provided by

or used by in connection with performing the Services, in each case developed or acquired prior to the commencement or independently of this Agreement.

Each party will retain all right, title, and interest in and to its own Pre-Existing Intellectual Property, and derivatives thereof, irrespective of any disclosure of such Pre-Existing Intellectual Property to the other party, or use in the performance of this Agreement. All documents prepared by the Consultant pursuant to this Agreement, including but not limited to reports, field data, field notes, laboratory test data, calculations, and estimates are instruments of service in respect to the subject project. As such, the originals of all such documents shall be retained by and remain the property of the Consultant. The Client shall be entitled to copies of all such documents produced by the Consultant under this Agreement.

11. Limitations of Work Product. It is understood and the parties agree that the Client shall not use or reuse said documents or information contained therein for additions or modifications to the subject project, for other projects, or for completion of this project by another consultant, except by prior written agreement between the parties hereto and with appropriate compensation to the Consultant for such use or reuse. Any such use or reuse by the Client shall be at the Client's sole risk and without liability or legal exposure to the Consultant. Further, the Client shall defend, indemnify and hold harmless the Consultant, its officers, associates, servants, employees, consultants and agents, from and against any and all claims, demands, damages, losses or expenses of whatever kind or nature, including attorney's fees, arising out of/or claimed to arise out of any such unauthorized use or reuse of said documents or information.

12. Risk Allocation and Limitations of Liability. No employee or agent of Consultant shall have individual liability to Client. To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant, and its officers, directors, partners, employees, agents and sub-consultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the Consultant, and its officers, directors, employees, agents or sub-consultants, or any of them, shall not exceed the total compensation received by the Consultant, for Services provided under this Agreement or $50,000 whichever is greater. If Client desires a limit of liability greater than that provided above, Client and Consultant shall mutually agree in writing as to the amount of such limit and the additional compensation to be paid to Consultant for assumption of such additional risk. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL CONSULTANT BE LIABLE TO CLIENT FOR LIQUIDATED, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

13. Liability for Others. Consultant shall not be responsible for the acts or omissions of the Client, Client's other consultants, contractor, subcontractor, other third parties or their respective agents, employees, assigns, successors, or other persons performing any of the work. Consultant shall promptly notify Client if Consultant becomes aware of any inconsistencies in the services or information provided by other parties.

14. Indemnification by Client. Client agrees to indemnify and save harmless Consultant and any affiliation thereof, its officers, agents and employees from and against any and all claims and liability, loss, expenses, suits, damages, judgments, demands, and costs (including reasonable legal fees and expenses) arising out of: (i) the acts or omissions of Client, its employees, agents or its subcontractors; (ii) injury or death to persons, or loss of or damage to property, or fines which may result by reason of buying, selling, distribution, or use of any goods or services provided under this Agreement except to the extent that such damage is due solely and directly to the negligence of Consultant; (iii) false claims submitted by Client under this Agreement or as a result of a Client misrepresentation of fact, or fraud by Client.

15. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice, and at any time by either party if the other party defaults in the performance of any material provision of this Agreement and such default continues for a period of seven (7) days after written notice thereof. In the event of termination, Consultant will be paid for services performed through the date of termination, plus reasonable termination expenses, including the cost of completing analyses, demobilization, records and reports necessary to document job status at the time of termination.

16. Relationship of Parties. Consultant is an independent contractor, not an employee or agent of Client. Without limitation of the foregoing, Consultant will (a) not enter into any contract, agreement, or other commitment, or incur any obligation or liability, in the name or otherwise on behalf of Client; (b) not be entitled to any worker compensation, pension, retirement, insurance, or other benefits afforded to employees of Client; (c) provide for federal income tax and other withholding related to Consultant compensation; (d) pay social security, unemployment, and other employer taxes related to Consultant employment, employees, or compensation; (e) provide worker compensation and other insurance related to Consultant employment or employees; and (f) perform all reporting, recordkeeping, administrative, and similar functions related to Consultant employment, employees, or compensation.

17. Dispute Resolution. The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant, unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the State where the Project is located. This certification shall: (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and Consultant shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and Consultant within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

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Any cause of action brought against Consultant shall be brought within one year of the work or Services performed under this Agreement. In an action, suit, or other legal proceeding to enforce a right or remedy under this Agreement, the prevailing party will be entitled to recover its costs and expenses (including, without limitation, expert witness and attorney fees) reasonably incurred in connection with such action, suit, or other proceeding or any appeal thereof. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

18. **Assigns**. Client may not assign this Agreement or any right or obligation hereunder without the prior written consent of Consultant, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement.

19. **Waiver of Jury Trial**. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

20. **Governing Law and Survival.** This agreement will be governed by and construed in accordance with the laws of the state of Florida, without giving effect to the principles of conflict of laws thereof. Each party also hereby irrevocably submits to the exclusive jurisdiction of the courts of Broward County, Florida in any proceeding arising out of or relating to this agreement, and to the federal district courts located therein.

21. **Severability.** If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnification, and non-solicitation & hiring of employees shall survive the termination of this Agreement for any reason. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

22. **Enforceability.** This Agreement shall be interpreted by the parties in a manner that ensures this Agreement's general accordance with applicable local, state, federal, or foreign laws. The parties affirm that this Agreement is a collaborative effort between Client and Consultant, with no single party considered the drafter of this Agreement or having the drafting of this document construed against them.

23. **Entire Agreement.** To the extent allowed by law, any agreement that is part of the scope of Consultant's Services and incorporated by reference into this Agreement shall be subordinated to the terms and conditions of this Agreement where they conflict. This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

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Appendix A – Full Rate Schedule

Labor Category	List Rate 2026	5% Discount Off List Rates
Sr Subject Matter Expert	$ 324.48	$ 308.25
Consultant Subject Matter Expert	$ 341.75	$ 324.66
Consultant Management Consultant	$ 301.22	$ 286.16
Consultant Enterprise Architect	$ 289.63	$ 275.15
Staff Technical Architect	$ 231.71	$ 220.13
Sr Technical Architect	$ 288.11	$ 273.71
Staff Solutions Architect	$ 258.67	$ 245.74
Sr Solutions Architect	$ 319.79	$ 303.80
Staff Application Architect	$ 287.24	$ 272.88
Sr Application Architect	$ 319.79	$ 283.60
Staff Application Designer	$ 182.94	$ 173.79
Sr Application Designer	$ 211.27	$ 200.70
Staff Geospatial Project Manager	$ 258.67	$ 245.74
Sr Geospatial Project Manager	$ 319.79	$ 303.80
Staff Geospatial Developer	$ 239.37	$ 227.40
Sr Geospatial Developer	$ 287.24	$ 272.88
Staff Geospatial Analyst	$ 160.89	$ 152.85
Sr Geospatial Analyst	$ 192.32	$ 182.70
Staff Systems Engineer	$ 201.69	$ 191.61
Sr Systems Engineer	$ 233.95	$ 222.25
Staff Solutions Engineer	$ 239.37	$ 227.40
Sr Solutions Engineer	$ 287.24	$ 272.88
Staff Database Engineer	$ 188.43	$ 179.01
Sr Database Engineer	$ 230.91	$ 219.37
Staff Systems Analyst	$ 142.75	$ 135.61
Sr Systems Analyst	$ 165.59	$ 157.31
Staff Help Desk Specialist	$ 119.91	$ 113.92
Sr Help Desk Specialist	$ 154.17	$ 146.46
Staff Quality Assurance Specialist	$ 258.67	$ 245.74
Sr Quality Assurance Specialist	$ 319.79	$ 303.80
Staff Database Analyst	$ 131.33	$ 124.76
Sr Database Analyst	$ 148.46	$ 141.04
Staff Documentation Specialist	$ 74.22	$ 70.51
Sr Documentation Specialist	$ 91.35	$ 86.78
Staff Geospatial Technician	$ 105.56	$ 100.28
Sr Geospatial Technician	$ 118.78	$ 112.84
Staff Administrative Support	$ 51.39	$ 48.82

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Sr Administrative Support	$ 60.53	$ 57.50
Staff Project Coordinator	$ 133.50	$ 126.83
Sr Project Coordinator	$ 155.89	$ 148.10
Staff Cartographer	$ 186.93	$ 177.58
Sr Cartographer	$ 233.66	$ 221.98
Staff Facility Security Specialist	$ 144.51	$ 137.30

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ORDINANCE FACT SHEET

REQUEST FORM NO: 25-20
DATE OF 1ST READING: 4/7/2026

OFFICE REQUESTING: Public Works
CONTACT PERSON: Matt Gairani
PHONE NUMBER: (217) 789-2255

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

TYPE OF ORDINANCE: Professional Services
FISCAL IMPACT: $355,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING EXECUTION OF A MASTER SERVICES AGREEMENT WITH NV5 GEOSPATIAL, INC, FOR VARIOUS SUPPORT SERVICES AND DELIVERABLES FOR THE GEOGRAPHIC INFORMATION SYSTEMS AND COMPUTERIZED MAINTENANCE MANANGEMENT SYSTEMS IN AN AMOUNT NOT TO EXCEED $355,000.00 FOR THE OFFICES OF PUBLIC WORKS.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)
NV5 Professional Services Agreement

CONTRACTOR / VENDOR NAME: NV5 Geospatial, Inc. **VENDOR NO:** VC-4574

CONTRACT TERM: 1 Year Apr 1, 26 to Mar. 31,27 **CONTRACT #** _____ **Change in Scope** Yes [ ] No [ ]

CONTRACT AMOUNT:	Change Order #	Additional Amount
$355,000.00 (Original amount if change order)		

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

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	110	WORK	GISS	1606	$250,000.00
2	102	100	CB	7778	1232	$50,000.00
3	101	100	BE	6190	1218	$30,000.00
4	001	111	DEVL	CDBG	1605	$25,000.00

FUNDS CHECK BY: Date: 03.19.2026
DIRECTOR / SUPERVISOR SIGNATURE Date: 18 MAR 26
CITY PURCHASING AGENT: Date: 3/19/2026

COMMENTS

This is an ordinance for the execution of a master services agreement with NV5 Geospatial, LLC. For support and deliverables for the Geographic Information Systems and Computerized Maintenance Management Systems to improve asset management and operational efficiency for Public Works, CWLP Electric Division, CWLP Water Division and Office of Planning and Economic Development.

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

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AN ORDINANCE ACCEPTING THE LOW BID AND AUTHORIZING THE EXECUTION OF CONTRACT NUMBER PW26-02-65 WITH KINNEY CONTRACTORS, INC. FOR THE 2027 CONCRETE PATCHING PROGRAM IN AN AMOUNT NOT TO EXCEED $1,003,547.25 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 2027 Concrete Patching Program for the Office of Public Works in an amount not to exceed $1,003,547.25; 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. PW26-02-65; 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 2027 Concrete Patching Program for the Office of Public Works in an amount not to exceed $1,003,547.25. The Mayor and City Clerk are authorized to execute Contract No. PW26-02-65 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. (0KIN 7000) in an amount not to exceed $1,003,547.25 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

RECORDED: _____, 2026

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Requested by: Mayor Misty Buscher

SIGNED: _____, 2026

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

3-31-26
Office of Corporation Counsel/Date

ORDINANCE FACT SHEET

REQUEST FORM NO: 26-21
DATE OF 1ST READING: 4-7-26

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: low bid
FISCAL IMPACT: $1,003,547.25

(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 PW26-02-65 WITH KINNEY CONTRACTORS, INC. FOR THE FY2027 CONCRETE PATCHING PROGRAM 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: 0KIN7000

CONTRACT TERM: completion
CONTRACT # PW26-02-65
Change in Scope Yes [ ] No [X]

CONTRACT AMOUNT: $1,003,547.25 (Original amount if change order)
Change Order #
Additional Amount

Method of Purchase (check one)
Previous Ord #s

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

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	095	110	WORK	INFR	1204	$ 1,003,547.25
2						
3						
4						

FUNDS CHECK BY: Date: 03.18.2026
DIRECTOR / SUPERVISOR SIGNATURE Date: 13MAR26
CITY PURCHASING AGENT: Date: 3-17-2026

COMMENTS

This ordinance is for our annual concrete patching program for various streets throughout the City.

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

S\Excel\Forms\26-21 Ord. FY2027 Concrete Patching - Kinney

The information supplied on this form is not confidential information.

Revised 5/26/04

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AN ORDINANCE ACCEPTING THE LOW BID AND AUTHORIZING THE EXECUTION OF CONTRACT NUMBER PW26-02-60 WITH KINNEY CONTRACTORS, INC. FOR THE 2027 SIDEWALK PROGRAM IN AN AMOUNT NOT TO EXCEED $1,173,072.00 FOR THE OFFICE OF PUBLIC WORKS

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

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

WHEREAS, pursuant to the above, Kinney Contractors, Inc. has submitted the lowest bid for the 2027 Sidewalk Program for the Office of Public Works in an amount not to exceed $1,173,072.00; 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. PW26-02-60; 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 2027 Sidewalk Program for the Office of Public Works in an amount not to exceed $1,173,072.00. The Mayor and City Clerk are authorized to execute Contract No. PW26-02-60 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. (0KIN 7000) in an amount not to exceed $1,173,072.00 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:

3-31-26
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

Tabulation of Bids

Local Public Agency: City of Springfield
County: Sangamon
Contract Name: FY2027 Sidewalk Program
Estimate: 0.00

Date: 3/5/2026
Time: 2:00 PM
Contract No.: PW26-02-60

Attended By:

					Name of Bidder:	Kinney Contractors, Inc.		Sangamo Construction Co.			
					Address of Bidder:	4765 Industrial Dr		2100 E Moffat Av			
						Springfield, IL 62703		Springfield, IL 62702			
						217-679-0818		217-544-9871			
					Proposal Guarantee:	5%		5%			
					Terms:	Prequal. 001, 017 Req'd		Prequal. 001, 017 Req'd			
					Approved Engineer's Estimate	Prequalified in Work Categories 001 & 017		Prequalified in Work Categories 001 & 017			
Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Sidewalk Remove and Replace		SF	61,666.00		$0.00	$17.00	$1,048,322.00	$17.10	$1,054,488.60		
2	Drive Approach Remove and Replace		SF	2,289.00		$0.00	$18.00	$41,202.00	$17.76	$40,652.64		
3	Sidewalk Remove and Replace (Special)		SF	1,175.00		$0.00	$35.60	$41,830.00	$44.65	$52,463.75		
4	Curb And/Or Gutter Remove and Replace		LF	339.00		$0.00	$112.00	$37,968.00	$112.73	$38,215.47		
5	Coping Wall		LF	50.00		$0.00	$75.00	$3,750.00	$96.52	$4,826.00		
						$ -		$ -		$ -		$ -
						$ -		$ -		$ -		$ -
						$ -		$ -		$ -		$ -

ORDINANCE FACT SHEET

REQUEST FORM NO: 26-18
DATE OF 1ST READING: 3/17/26

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: low bid
FISCAL IMPACT: $1,173,072.00

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

SUGGESTED TITLE:

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING THE EXECUTION OF CONTRACT #PW26-02-60 WITH KINNEY CONTRACTORS, INC. FOR THE FY2027 SIDEWALK PROGRAM 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: 0KIN7000

CONTRACT TERM: completion
CONTRACT # PW26-02-60
Change in Scope Yes [ ] No [X]

CONTRACT AMOUNT: $1,173,072.00 (Original amount if change order)
Change Order #
Additional Amount

Method of Purchase (check one)
Previous Ord #s

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

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	095	110	WORK	INFR	1204	$ 1,173,072.00
2						
3						
4						

FUNDS CHECK BY: Courtney Hazel **Date:** 03.11.2026
DIRECTOR / SUPERVISOR SIGNATURE Nate Bolton **Date:** 3/10/26
CITY PURCHASING AGENT: **Date:** 3/11/2026

COMMENTS

This ordinance is for the annual sidewalk program. Various sidewalk and curb ramps throughout the City will be removed, replaced and installed.

SIGN OFF:

(Mayor's Signature) GEM

(Director of OBM)

The information supplied on this form is not confidential information.

2026-159

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING THE EXECUTION OF CONTRACT NUMBER PW26-02-63 WITH TRUMAN L. FLATT & SONS CO., INC. TO FURNISH CONSTRUCTION ON THE FY2027 BITUMINOUS ROAD IMPROVEMENTS PROGRAM FOR AN AMOUNT NOT TO EXCEED $1,474,930.12, 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, Truman L. Flatt & Sons Co., Inc. has submitted the lowest responsible bid meeting specifications to furnish construction on the FY2027 Bituminous Road Improvements Program which consists of various oil and chip streets throughout the City being converted to asphalt pavement, for the Office of Public Works, in an amount not to exceed $1,474,930.12; 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. PW26-02-63.

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

Section 1: That the City Council hereby accepts the bid from Truman L. Flatt & Sons Co. to furnish construction on the FY2027 Bituminous Road Improvements Program for the Office of Public Works for an amount not to exceed $1,474,930.12. The Mayor and City Clerk are authorized to execute contract no. PW26-02-63 on behalf of the City of Springfield.

Section 2: The Office of Budget and Management is hereby authorized to make payment to Truman L. Flatt & Sons Co., Inc. (0FLA2800) in the amount of $1,474,930.12 in accordance with the terms of Contract PW26-02-63 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:

3-31-26
_____
Office of Corporation Counsel /Date

Requested by: Mayor Misty Buscher

ORDINANCE FACT SHEET

REQUEST FORM NO: 26-20
DATE OF 1ST READING: 4-7-26

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: low bid
FISCAL IMPACT: $1,474,930.12

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

SUGGESTED TITLE:

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING EXECUTION OF CONTRACT NO. PW26-02-63 WITH TRUMAN L. FLATT & SONS CO., INC. TO FURNISH CONSTRUCTION ON THE FY2027 BITUMINOUS ROAD IMPROVEMENTS PROGRAM FOR THE OFFICE OF PUBLIC WORKS

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

CONTRACTOR / VENDOR NAME: Truman L. Flatt & Sons Co., Inc.
VENDOR NO: 0FLA2800

CONTRACT TERM: completion
CONTRACT # PW26-02-63
Change in Scope Yes [ ] No [X]

CONTRACT AMOUNT: $1,474,930.12
(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)
Previous Ord #s

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

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	095	110	WORK	INFR	1204	$ 1,474,930.12
2						
3						
4						

FUNDS CHECK BY: Date: 03-18-2026
DIRECTOR / SUPERVISOR SIGNATURE Date: 19 MAR 26
CITY PURCHASING AGENT: Date: 3-17-2026

COMMENTS

This is an ordinance for the FY2027 Bituminous Roadway Improvements. Various oil and chip streets throughout the City will be converted to asphalt pavement.

SIGN OFF:

(Mayor's Signature) GEM

(Director of OBM)

S\Excel\Forms\26-20 Ord, FY2027 Bituminous Rd Improvements.doc

The information supplied on this form is not confidential information.

Revised 5/26/04

2026-160

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING EXECUTION OF CONTRACT NUMBER PW26-02-61 WITH REYHAN BROTHERS, INC. D/B/A SANGAMO CONSTRUCTION FOR THE FY2027 BRICK STREET REPAIR PROGRAM IN AN AMOUNT NOT TO EXCEED $478,065.96, 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 evaluated bidder; and

WHEREAS, pursuant to the above, the City Purchasing Agent has determined that Reyhan Brothers, Inc. d/b/a Sangamo Construction has submitted the lowest responsible bid meeting specifications to furnish construction on the FY2027 Brick Street Repair Program for the Office of Public Works in an amount not to exceed $478,065.96; 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. PW26-02-61; and

WHEREAS, the Purchasing Agent recommends accepting this bid and awarding the contract to Reyhan Brothers, Inc. d/b/a Sangamo Construction.

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

Section 1: That the City Council hereby accepts the bid from Reyhan Brothers, Inc. d/b/a Sangamo Construction to furnish construction on the FY2027 Brick Street Repair Program for the Office of Public Works for an amount not to exceed $478,065.96. The Mayor and City Clerk are authorized to execute contract PW26-02-61 on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to Reyhan Brothers, Inc. d/b/a Sangamo Construction (0SAN5600) in an amount not to exceed $478,065.96 in accordance with the terms of contract PW26-02-61 from account number 095-110-WORK-INFR-1204.

Section 3: That this ordinance 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: Mayor Misty Buscher

3-31-26
Office of Corporation Counsel /Date

Tabulation of Bids

Local Public Agency: City of Springfield
County: Sangamon
Contract Name: FY2027 Brick Street Repairs
Estimate:

Date: March 5, 2026
Time: 2:00 PM
Contract No.: PW26-02-61

Attended By:

Item No.	Item	Delivery	Unit	Quantity	Approved Engineer's Estimate		Sangamo Construction		Kinney Contractors, Inc.			
						Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	Name of Bidder:						Sangamo Construction		Kinney Contractors, Inc.			
	Address of Bidder:						2100 E Moffat Av		4765 Industrial Dr			
							Springfield, IL 62702		Springfield, IL 62703			
							217-544-9871		217-679-0818			
	Proposal Guarantee:						Yes		Yes			
	Terms:						5%		5%			
1	Curb and/or Gutter Remove and Replace		FT	524		$	80.70	$ 42,286.80	112.00	$ 58,688.00		$ -
2	Pavement Removal		SF	7085		$	9.77	$ 69,220.45	8.00	$ 56,680.00		$ -
3	Drive Approach Remove and Replace		SF	500		$	20.29	$ 10,145.00	16.50	$ 8,250.00		$ -
4	Controlled Low-Strength Material		CY	25		$	125.61	$ 3,140.25	270.00	$ 6,750.00		$ -
5	Brick Pavement Repairs, 6" Conc Base		SF	7085		$	35.77	$ 253,430.45	45.00	$ 318,825.00		$ -
6	Transition Pavement		SF	90		$	34.26	$ 3,083.40	80.00	$ 7,200.00		$ -
7	CA-7 Aggregate Base Course		TON	211		$	31.94	$ 6,739.34	80.00	$ 16,880.00		$ -
8	Manholes to be Adjusted		EA	1		$	631.52	$ 631.52	1,500.00	$ 1,500.00		$ -
9	Inlets to be Adjusted		EA	1		$	631.52	$ 631.52	1,100.00	$ 1,100.00		$ -
10	Sidewalk Remove and Replace		SF	650		$	16.89	$ 10,978.50	16.00	$ 10,400.00		$ -
11	Sidewalk Remove and Replace (Special)		SF	100		$	48.57	$ 4,857.00	35.60	$ 3,560.00		$ -
12	Utility Depth Verification (Special)		T&M	1		$	5,000.00	$ 5,000.00	5,000.00	$ 5,000.00		$ -
13	Capitol Av Paver Remove & Replace		T&M	1		$	50,000.00	$ 50,000.00	50,000.00	$ 50,000.00		$ -
14	Traffic Control		LSUM	1		$	17,921.73	$ 17,921.73	20,000.00	$ 20,000.00		$ -
						$ -		$ -		$ -		$ -
						$ -		$ -		$ -		$ -
						$ -		$ -		$ -

ORDINANCE FACT SHEET

REQUEST FORM NO: 26-19
DATE OF 1ST READING: 3/17/2026

OFFICE REQUESTING: Public Works
CONTACT PERSON: David Whitworth
PHONE NUMBER: 789-2255 x5227

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

TYPE OF ORDINANCE: low bid
FISCAL IMPACT: $ 478,065.96

(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 NO. PW26-02-61 WITH REYHAN BROTHERS, INC. D/B/A SANGAMO CONSTRUCTION FOR THE FY2027 BRICK STREET REPAIR PROGRAM FOR THE OFFICE OF PUBLIC WORKS

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

contracts

CONTRACTOR / VENDOR NAME: Reyhan Bros d/b/a Sangamo Construction **VENDOR NO:** 0SAN5600

CONTRACT TERM: completion **CONTRACT #** PW26-02-61 **Change in Scope** Yes [ ] No [X]

CONTRACT AMOUNT:	Change Order #	Additional Amount
$478,065.96 (Original amount if change order)		

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

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

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	095	110	WORK	INFR	1204	$478,065.96
2						
3						
4						

FUNDS CHECK BY: Carly Mead **Date:** 03.11.2026
DIRECTOR / SUPERVISOR SIGNATURE Nate Bolton **Date:** 3/10/26
CITY PURCHASING AGENT: **Date:** 3/11/2026

COMMENTS

This ordinance is for the FY2027 Brick Street Repair Program.

SIGN OFF:

(Mayor's Signature) GEM

(Director of OBM)

S\Excel\Forms\26-19 Ord, FY2027 Brick Street Repair Program.doc The information supplied on this form is not confidential information. Revised 5/26/04

2026-161

2026-162

AN ORDINANCE AUTHORIZING EXECUTION OF A HIGHWAY AUTHORITY AGREEMENT FOR RIGHT-OF-WAY BETWEEN CHRONISTER OIL COMPANY, INC. AND THE CITY OF SPRINGFIELD FOR THE PROPERTY LOCATED AT 1101 STEVENSON DRIVE, FOR THE OFFICE OF PUBLIC WORKS

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

WHEREAS, the City is desirous of obtaining right-of-way, for the property located at 1101 Stevenson Drive; and

WHEREAS, the right-of-way is being conveyed between the Chronister Oil Company Inc. and the City of Springfield, associated with Qik n Ez at the northeast corner of 11th and Stevenson Drive.

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

Section 1: The City Council hereby approves and authorizes the execution of a highway authority agreement for right-of-way between Chronister Oil Company, Inc. and the City of Springfield for the property located at 1101 Stevenson Drive with the Office of Public Works. The Mayor and City Clerk authorized to execute the acceptance on behalf of the City of Springfield.

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

PASSED:_____**, 2026**

RECORDED:_____**, 2026**

ATTEST:_____
City Clerk Charles L. Redpath Sr.

SIGNED:_____**, 2026**

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

3-31-26
Office of Corporation Counsel/Date

Requested by: Mayor Misty Buscher

HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this ____ day of _____, 20___ pursuant to 35 Ill. Adm. Code 742.1020 by and between the (1) Chronister Oil Company ("Owner/Operator") and (2) the City of Springfield, Illinois ("Highway Authority"), collectively known as the "Parties."

WHEREAS, Chronister Oil Company is the owner or operator of one or more leaking underground storage tanks presently or formerly located at 1101 Stevenson Drive, Springfield, Illinois 62703 ("the Site");

WHEREAS, as a result of one or more releases of contaminants from the above referenced underground storage tanks ("the Release(s)"), soil and/or groundwater contamination at the Site exceeds Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742;

WHEREAS, the soil and/or groundwater contamination exceeding Tier 1 residential remediation objectives extends or may extend into the Highway Authority's right-of-way;

WHEREAS, the Owner/Operator is conducting corrective action in response to the Release(s);

WHEREAS, the Parties desire to prevent groundwater beneath the Highway Authority's right-of-way that exceeds Tier 1 remediation objectives from use as a supply of potable or domestic water and to limit access to soil within the right-of-way that exceeds Tier 1 residential remediation objectives so that human health and the environment are protected during and after any access;

NOW, THEREFORE, the Parties agree as follows:

1. The recitals set forth above are incorporated by reference as if fully set forth herein.

2. The Illinois Emergency Management Agency has assigned incident number(s) 982380 and 20001893 to the Release.

3. Attached as **Exhibit A** is a scaled map(s) prepared by the Owner/Operator that shows the Site and surrounding area and delineates the current and estimated future extent of soil and groundwater contamination above the applicable Tier 1 residential remediation objectives as a result of the Release(s).

4. Attached as **Exhibit B** is a table(s) prepared by the Owner/Operator that lists each contaminant of concern that exceeds its Tier 1 residential remediation objective, its Tier 1 residential remediation objective and its concentrations within the zone where Tier 1 residential remediation objectives are exceeded. The locations of the concentrations listed in **Exhibit B** are identified on the map(s) in **Exhibit A.**

5. Attached as **Exhibit C** is a scaled map prepared by the Owner/Operator showing the area of the Highway Authority's right-of-way that is governed by this agreement ("Right-of-Way"). Because **Exhibit C** is not a surveyed plat, the Right-of-Way boundary may be an approximation of the actual Right-of-Way lines.

6. The Highway Authority stipulates it has jurisdiction over the Right-of-Way that gives it sole control over the use of the groundwater and access to the soil located within or beneath the Right-of-Way.

7. The Highway Authority agrees to prohibit within the Right-of-Way all potable and domestic uses of groundwater exceeding Tier 1 residential remediation objectives.

8. The Highway Authority further agrees to limit access by itself and others to soil within the Right-of-Way exceeding Tier 1 residential remediation objectives. Access shall be allowed only if human health (including worker safety) and the environment are protected during and after any access. The Highway Authority may construct, reconstruct, improve, repair, maintain and operate a highway upon the Right-of-Way, or allow others to do the same by permit. In addition, the Highway Authority and others using or working in the Right-of-Way under permit have the right to remove soil or groundwater from the Right-of-Way and dispose of the same in accordance with applicable environmental laws and regulations. The Highway Authority agrees to issue all permits for work in the Right-of-Way, and make all existing permits for work in the Right-of-Way, subject to the following or a substantially similar condition:

> As a condition of this permit the permittee shall request the office issuing this permit to identify sites in the Right-of-Way where a Highway Authority Agreement governs access to soil that exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742. The permittee shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to such soil.

9. This agreement shall be referenced in the Agency's no further remediation determination issued for the Release(s).

10. The Agency shall be notified of any transfer of jurisdiction over the Right-of-Way at least 30 days prior to the date the transfer takes effect. This agreement shall be null and void upon the transfer unless the transferee agrees to be bound by this agreement as if the transferee were an original party to this agreement. The transferee's agreement to be bound by the terms of this agreement shall be memorialized at the time of transfer in a writing ("Rider") that references this Highway Authority Agreement and is signed by the Highway Authority, or subsequent transferor, and the transferee.

11. This agreement shall become effective on the date the Agency issues a no further remediation determination for the Release(s). It shall remain effective until the Right-of-Way is demonstrated to be suitable for unrestricted use and the Agency issues a new no further remediation determination to reflect there is no longer a need for this agreement, or until the agreement is otherwise terminated or voided.

12. In addition to any other remedies that may be available, the Agency may bring suit to enforce the terms of this agreement or may, in its sole discretion, declare this agreement null and void if any of the Parties or any transferee violates any term of this agreement. The Parties or transferee shall be notified in writing of any such declaration.

13. This agreement shall be null and void if a court of competent jurisdiction strikes down any part or provision of the agreement.

14. This agreement supersedes any prior written or oral agreements or understandings between the Parties on the subject matter addressed herein. It may be altered, modified or amended only upon the written consent and agreement of the Parties.

15. Any notices or other correspondence regarding this agreement shall be sent to the Parties at following addresses:

Manager, Division of Remediation Management
Bureau of Land
Illinois Environmental Protection Agency
P.O. Box 19276
Springfield, IL 62974-9276

Owner/Operator
Chronister Oil Company
2026 North Republic Street
Springfield, IL 62702

City of Springfield
David Fuchs, Director of Public Works
300 S. 7th Street, 2nd Floor
Springfield, IL 62701

IN WITNESS THEREOF, the Parties have caused this agreement to be signed by their duly authorized representatives.

CITY OF SPRINGFIELD

Date:_____

By:_____ CEM

Its:_____

ATTEST:

_____

~~Frank Lesko~~, City Clerk
Charles Redpath

OWNER/OPERATOR
CHRONISTER OIL COMPANY

Date:_____

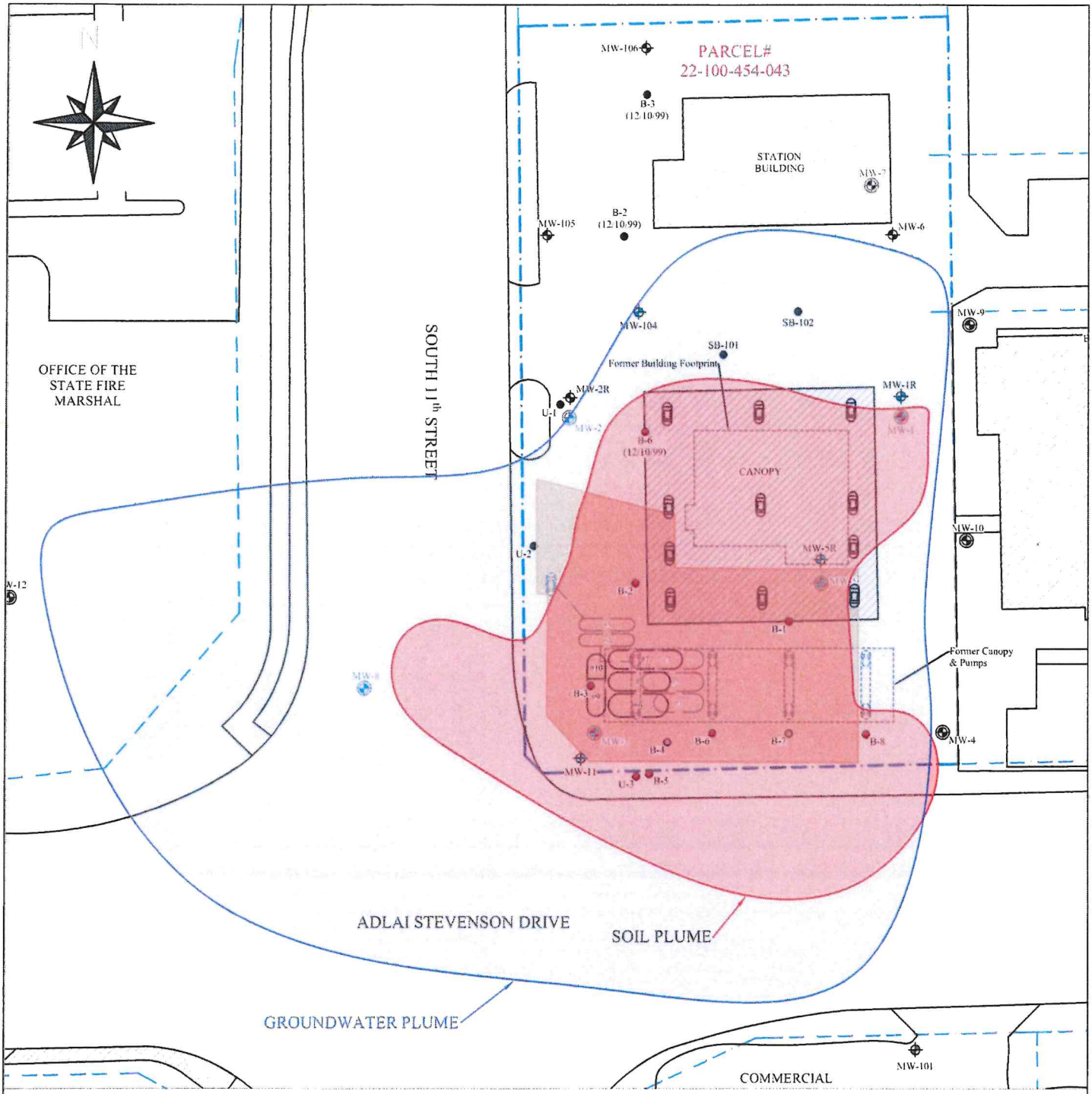
By:_____
Amy Ridley

2026-162

FIGURES FOR EXHIBIT A
CITY OF SPRINGFIELD
HIGHWAY AUTHORITY AGREEMENT

Chronister Oil Company Service Station Property
1101 Stevenson Drive
Springfield, Illinois

2026-162



LEGEND

- PROJECT PROPERTY LINE
- PROPERTY / PARCEL LINE
- PRODUCT PIPING
- SOIL BORING SAMPLE LOCATION
  - IMPACTED ABOVE TACO TIER 1 SRO'S OFF-SITE OR TIER 2 SRO'S ON-SITE)
  - IMPACTED ABOVE TACO TIER 1 SRO'S ON-SITE, BUT BELOW TACO TIER 2 SRO'S)
- SOIL BORING/MONITORING WELL LOCATION
  - IMPACTED ABOVE TACO TIER 1 SRO'S OFF-SITE OR TIER 2 SRO'S ON-SITE)
  - IMPACTED ABOVE TACO TIER 1 SRO'S ON-SITE, BUT BELOW TACO TIER 2 SRO'S)
  - IMPACTED ABOVE TACO TIER 1 GRO'S)
- PHYSICALLY DELINEATED EXTENT OF TIER 1 SOIL IMPACTION
- PHYSICALLY DELINEATED EXTENT OF TIER 1 GROUNDWATER IMPACTION

0' 30' 60' 120' FEET

1" = 60'

GWC GREEN WAVE CONSULTING, LLC 4440 ASH GROVE DRIVE, Suite A Springfield, IL 62711 (217)-726-7569)	CITY OF SPRINGFIELD SOIL AND GW PLUME MAP CHRONISTER OIL COMPANY 1101 ADLAI STEVENSON DRIVE SPRINGFIELD, ILLINOIS 62703	PREPARED COLLETTE	DATE 06/2022
		DRAWN BETTENHAUSEN	DATE 06/2022
		APPROVED WIENHOFF	DATE 06/2022
	INCIDENT NO. 982390 & 001893 / FILE NAME QIK-N-EZ STEVENSON - SAF	PROJECT NO. 373	FIGURE A

2026-162

TABLES FOR EXHIBIT B
CITY OF SPRINGFIELD
HIGHWAY AUTHORITY AGREEMENT

Chronister Oil Company Service Station Property
1101 Stevenson Drive
Springfield, Illinois

2026-162

2026-162

Table I: Soil Analytical Results
Chronister Oil Company
Springfield, Illinois
Incident #982380 & #20001893

Sample Name	TIER 1	B-1	B-2	B-3	~~B-4~~	B-5	B-6	B-7	B-8	U-1	U-2	U-3	MW-1
Depth	Remediation	9'	12'-13'	12'	~~8.5'~~	6'	12'	~~8'~~	8'	5'	5'	5'	12.5'
Sample Date	Objectives	9/17/1998	9/17/1998	9/17/1998	~~9/17/1998~~	9/17/1998	9/17/1998	~~9/17/1998~~	9/17/1998	5/18/1999	5/18/1999	5/18/1999	5/18/1999
BTEX / MTBE													
Benzene	0.03	**4.94**	**0.673**	**0.189**	**0.19**	**1.06**	**0.835**	**5.82**	**0.631**	ND	ND	**0.125**	**0.608**
Ethylbenzene	13	5.31	0.276	0.0498	~~2.56~~	4.01	2.22	**27.2**	6.11	ND	ND	0.017	**89.244**
Toluene	12	7.27	0.185	ND	~~0.104~~	0.052	0.0667	~~0.643~~	0.0783	ND	ND	0.048	6.493
Total Xylenes	5.6	**19.3**	0.998	0.0318	~~2.96~~	**9.26**	4.23	~~38~~	0.554	ND	ND	0.037	**291.108**
PNA													
Acenaphthene	570	ND	ND	ND	~~ND~~	ND	ND	~~ND~~	ND	ND	ND	ND	ND
Acenaphthylene		ND	ND	ND	~~ND~~	ND	ND	~~ND~~	ND	ND	ND	ND	ND
Anthracene	12000	ND	ND	ND	~~ND~~	ND	ND	~~ND~~	ND	ND	ND	ND	ND
Benzo(a)Anthracene	0.9	ND	ND	ND	~~ND~~	ND	ND	~~ND~~	ND	ND	ND	ND	ND
Benzo(b)Fluoranthene	0.9	ND	ND	ND	~~ND~~	ND	ND	~~ND~~	ND	ND	ND	ND	ND
Benzo(k)Fluoranthene	9	ND	ND	ND	~~ND~~	ND	ND	~~ND~~	ND	ND	ND	ND	ND
Benzo(g,h,I)Perylene		ND	ND	ND	~~ND~~	ND	ND	~~ND~~	ND	ND	ND	ND	ND
Benzo(a)Pyrene	0.09	ND	ND	ND	~~ND~~	ND	ND	~~ND~~	ND	ND	ND	ND	ND
Chrysene	88	ND	ND	ND	~~ND~~	ND	ND	~~ND~~	ND	ND	ND	ND	ND
Dibenzo(a,h)Anthracene	0.09	ND	ND	ND	~~ND~~	ND	ND	~~ND~~	ND	ND	ND	ND	ND
Fluoranthene	3100	ND	ND	ND	~~ND~~	ND	ND	~~ND~~	ND	ND	ND	ND	ND
Fluorene	560	ND	ND	ND	~~ND~~	ND	ND	~~ND~~	ND	ND	ND	ND	ND
Indeno(1,2,3-c,d)Pyrene	0.9	ND	ND	ND	~~ND~~	ND	ND	~~ND~~	ND	ND	ND	ND	ND
Naphthalene	1.8	0.114	0.051	0.062	~~0.833~~	0.771	0.466	**2.94**	1.75	ND	ND	ND	1.036
Phenanthrene		ND	ND	ND	~~ND~~	ND	ND	~~ND~~	ND	ND	ND	ND	ND
Pyrene	2300	ND	ND	ND	~~ND~~	ND	ND	~~ND~~	ND	ND	ND	ND	ND

Notes: All results are presented in mg/kg

Bold /Underlined values indicate exceedance of TACO Tier 1 Objectives

ND: Below Acceptable Detection Limits

~~Strikethrough~~ indicates sample location removed during Corrective Action soil remediation activities

2022-1162

Table I: Soil Analytical Results
Chronister Oil Company
Springfield, Illinois
Incident #982380 & #20001893

Sample Name	TIER 1	MW-2	MW-3	MW-4	~~MW-5~~	MW-7	MW-8	MW-9	MW-10	B-2	B-3	B-6	B-11
Depth	Remediation	12'	12'	11.5'	~~7'~~	13.5'	7'	7.5'	12.5'	8.5'	9'	10'	10'
Sample Date	Objectives	6/3/1999	6/3/1999	6/3/1999	~~12/14/1999~~	12/9/1999	3/2/2000	12/10/1999	12/10/1999	12/10/1999	12/10/1999	12/14/1999	12/14/1999
BTEX / MTBE													
Benzene	0.03	0.009	**0.344**	ND	~~**3.93**~~	ND	ND	ND	ND	ND	ND	**0.485**	ND
Ethylbenzene	13	0.018	2.545	ND	~~11.7~~	ND	ND	ND	ND	ND	ND	2.64	ND
Toluene	12	ND	0.047	ND	~~11.9~~	ND	ND	ND	ND	ND	ND	0.143	ND
Total Xylenes	5.6	0.012	1.3	ND	~~**47.3**~~	ND	ND	ND	ND	ND	ND	2.06	ND
PNA													
Acenaphthene	570	ND	ND	ND	~~ND~~	ND	NT	ND	ND	ND	ND	ND	ND
Acenaphthylene		ND	ND	ND	~~ND~~	ND	NT	ND	ND	ND	ND	ND	ND
Anthracene	12000	ND	ND	ND	~~ND~~	ND	NT	ND	ND	ND	ND	ND	ND
Benzo(a)Anthracene	0.9	ND	ND	ND	~~ND~~	ND	NT	ND	ND	ND	ND	ND	ND
Benzo(b)Fluoranthene	0.9	ND	ND	ND	~~ND~~	ND	NT	ND	ND	ND	ND	ND	ND
Benzo(k)Fluoranthene	9	ND	ND	ND	~~ND~~	ND	NT	ND	ND	ND	ND	ND	ND
Benzo(g,h,I)Perylene		ND	ND	ND	~~ND~~	ND	NT	ND	ND	ND	ND	ND	ND
Benzo(a)Pyrene	0.09	ND	ND	ND	ND	ND	NT	ND	ND	ND	ND	ND	ND
Chrysene	88	ND	ND	ND	~~ND~~	ND	NT	ND	ND	ND	ND	ND	ND
Dibenzo(a,h)Anthracene	0.09	ND	ND	ND	~~ND~~	ND	NT	ND	ND	ND	ND	ND	ND
Fluoranthene	3100	ND	ND	ND	~~ND~~	ND	NT	ND	ND	ND	ND	ND	ND
Fluorene	560	ND	ND	ND	~~ND~~	ND	NT	ND	ND	ND	ND	ND	ND
Indeno(1,2,3-c,d)Pyrene	0.9	ND	ND	ND	~~ND~~	ND	NT	ND	ND	ND	ND	ND	ND
Naphthalene	1.8	ND	ND	ND	~~**6.39**~~	ND	NT	ND	ND	ND	ND	ND	ND
Phenanthrene		ND	ND	ND	~~ND~~	ND	NT	ND	ND	ND	ND	ND	ND
Pyrene	2300	ND	ND	ND	~~ND~~	ND	NT	ND	ND	ND	ND	ND	ND

Notes: All results are presented in mg/kg
Bold /Underlined values indicate exceedance of
ND: Below Acceptable Detection Limits
~~Strikethrough~~ indicates sample location r

2026-162

Table 1: Soil Analytical Results
Chronister Oil Company
Springfield, Illinois
Incident #982380 & #20001893

Sample Name	TIER 1	B-12	E1	E2	E3	E4	S1	S2	S3	S4	S5	S6	N1
Depth	Remediation	9'	5'		5'		5'	5'	5'	5'	5'		5'
Sample Date	Objectives	12/14/1999	10/19/2000		10/24/2000		10/19/2000	10/19/2000	10/20/2000	10/20/2000	10/24/2000		10/19/2000
BTEX / MTBE													
Benzene	0.03	ND	ND		0.028		3.29	2.31	0.614	0.451	0.599		0.003
Ethylbenzene	13	ND	ND		0.06		4.85	8.74	1.49	0.813	2.69		0.006
Toluene	12	ND	ND		0.003		16.4	18.5	0.439	0.01	0.095		0.004
Total Xylenes	5.6	ND	ND		0.22		23.5	44.5	1.44	1.16	5.97		0.074
PNA													
Acenaphthene	570	ND	NT	Sample Not Analyzed	NT	Sample Not Analyzed	NT	NT	NT	NT	NT	Sample Not Analyzed	NT
Acenaphthylene		ND	NT		NT		NT	NT	NT	NT	NT		NT
Anthracene	12000	ND	NT		NT		NT	NT	NT	NT	NT		NT
Benzo(a)Anthracene	0.9	ND	NT		NT		NT	NT	NT	NT	NT		NT
Benzo(b)Fluoranthene	0.9	ND	NT		NT		NT	NT	NT	NT	NT		NT
Benzo(k)Fluoranthene	9	ND	NT		NT		NT	NT	NT	NT	NT		NT
Benzo(g,h,I)Perylene		ND	NT		NT		NT	NT	NT	NT	NT		NT
Benzo(a)Pyrene	0.09	ND	NT		NT		NT	NT	NT	NT	NT		NT
Chrysene	88	ND	NT		NT		NT	NT	NT	NT	NT		NT
Dibenzo(a,h)Anthracene	0.09	ND	NT		NT		NT	NT	NT	NT	NT		NT
Fluoranthene	3100	ND	NT		NT		NT	NT	NT	NT	NT		NT
Fluorene	560	ND	NT		NT		NT	NT	NT	NT	NT		NT
Indeno(1,2,3-c,d)Pyrene	0.9	ND	NT		NT		NT	NT	NT	NT	NT		NT
Naphthalene	1.8	ND	NT		NT		NT	NT	NT	NT	NT		NT
Phenanthrene		ND	NT		NT		NT	NT	NT	NT	NT		NT
Pyrene	2300	ND	NT		NT		NT	NT	NT	NT	NT		NT

Notes All results are presented in mg/kg
Bold /Underlined values indicate exceedance of
ND: Below Acceptable Detection Limits
~~Strikethrough~~ indicates sample location r

2026-162

Table I: Soil Analytical Results
Chronister Oil Company
Springfield, Illinois
Incident #982380 & #20001893

Sample Name	TIER 1	N2	N3	N4	N5	N6	N7	N8	W1	W2	W3	W4	W5
Depth	Remediation	5'	5'	5'	5'	5'	5'	5'	5'	5'		5'	5'
Sample Date	Objectives	10/20/2000	10/20/2000	10/23/2000	10/25/2000	10/25/2000	10/25/2000	10/30/2000	10/30/2000	10/30/2000		10/31/2000	10/31/2000
BTEX / MTBE													
Benzene	0.03	0.013	**0.067**	**0.572**	0.029	ND	**0.614**	ND	ND	ND	Sample Not Analyzed	**7.2**	**2.3**
Ethylbenzene	13	0.089	0.041	4.44	0.041	ND	9.94	ND	ND	0.009		**31.6**	6.39
Toluene	12	0.134	0.036	0.075	ND	ND	0.104	ND	ND	ND		**82.5**	**15.1**
Total Xylenes	5.6	0.501	0.18	**10.6**	0.013	ND	**27.3**	0.007	ND	0.031		**177**	**36.1**
PNA													
Acenaphthene	570	NT	NT	NT	NT	NT	NT	NT	NT	NT		NT	NT
Acenaphthylene		NT	NT	NT	NT	NT	NT	NT	NT	NT		NT	NT
Anthracene	12000	NT	NT	NT	NT	NT	NT	NT	NT	NT		NT	NT
Benzo(a)Anthracene	0.9	NT	NT	NT	NT	NT	NT	NT	NT	NT		NT	NT
Benzo(b)Fluoranthene	0.9	NT	NT	NT	NT	NT	NT	NT	NT	NT		NT	NT
Benzo(k)Fluoranthene	9	NT	NT	NT	NT	NT	NT	NT	NT	NT		NT	NT
Benzo(g,h,I)Perylene		NT	NT	NT	NT	NT	NT	NT	NT	NT		NT	NT
Benzo(a)Pyrene	0.09	NT	NT	NT	NT	NT	NT	NT	NT	NT		NT	NT
Chrysene	88	NT	NT	NT	NT	NT	NT	NT	NT	NT		NT	NT
Dibenzo(a,h)Anthracene	0.09	NT	NT	NT	NT	NT	NT	NT	NT	NT		NT	NT
Fluoranthene	3100	NT	NT	NT	NT	NT	NT	NT	NT	NT		NT	NT
Fluorene	560	NT	NT	NT	NT	NT	NT	NT	NT	NT		NT	NT
Indeno(1,2,3-c,d)Pyrene	0.9	NT	NT	NT	NT	NT	NT	NT	NT	NT		NT	NT
Naphthalene	1.8	NT	NT	NT	NT	NT	NT	NT	NT	NT		NT	NT
Phenanthrene		NT	NT	NT	NT	NT	NT	NT	NT	NT		NT	NT
Pyrene	2300	NT	NT	NT	NT	NT	NT	NT	NT	NT		NT	NT

Notes: All results are presented in mg/kg
Bold /Underlined values indicate exceedance of
ND: Below Acceptable Detection Limits
~~Strikethrough~~ indicates sample location r

2026-1623

Table I: Soil Analytical Results
Chronister Oil Company
Springfield, Illinois
Incident #982380 & #20001893

Sample Name	TIER 1	F1	F2	F3	F4	F5	F6	F7	F8	F9	F10	F11	F12
Depth	Remediation	9'	9'	9'	9'	9'	9'	9'		9'	9'	9'	
Sample Date	Objectives	10/20/2000	10/20/2000	10/20/2000	10/23/2000	10/23/2000	10/23/2000	10/23/2000		10/24/2000	10/24/2000	10/20/2000	
BTEX / MTBE													
Benzene	0.03	**0.178**	10.1	10.2	2.69	**0.622**	**0.784**	2.42	Sample Not Analyzed	**1.75**	4.49	**1.12**	Sample Not Analyzed
Ethylbenzene	13	2.87	**114**	**39**	3.29	2.59	1.93	8.76		6.07	**15.6**	3.64	
Toluene	12	0.027	**145**	**65.6**	3.91	0.149	0.106	**16.7**		0.06	0.401	0.274	
Total Xylenes	5.6	2.56	**371**	**160**	**14.8**	**12.9**	**9.33**	**50**		**17.3**	**56**	**18**	
PNA													
Acenaphthene	570	NT	NT	NT	NT	NT	NT	NT		NT	NT	NT	
Acenaphthylene		NT	NT	NT	NT	NT	NT	NT		NT	NT	NT	
Anthracene	12000	NT	NT	NT	NT	NT	NT	NT		NT	NT	NT	
Benzo(a)Anthracene	0.9	NT	NT	NT	NT	NT	NT	NT		NT	NT	NT	
Benzo(b)Fluoranthene	0.9	NT	NT	NT	NT	NT	NT	NT		NT	NT	NT	
Benzo(k)Fluoranthene	9	NT	NT	NT	NT	NT	NT	NT		NT	NT	NT	
Benzo(g,h,I)Perylene		NT	NT	NT	NT	NT	NT	NT		NT	NT	NT	
Benzo(a)Pyrene	0.09	NT	NT	NT	NT	NT	NT	NT		NT	NT	NT	
Chrysene	88	NT	NT	NT	NT	NT	NT	NT		NT	NT	NT	
Dibenzo(a,h)Anthracene	0.09	NT	NT	NT	NT	NT	NT	NT		NT	NT	NT	
Fluoranthene	3100	NT	NT	NT	NT	NT	NT	NT		NT	NT	NT	
Fluorene	560	NT	NT	NT	NT	NT	NT	NT		NT	NT	NT	
Indeno(1,2,3-c,d)Pyrene	0.9	NT	NT	NT	NT	NT	NT	NT		NT	NT	NT	
Naphthalene	1.8	NT	NT	NT	NT	NT	NT	NT		NT	NT	NT	
Phenanthrene		NT	NT	NT	NT	NT	NT	NT		NT	NT	NT	
Pyrene	2300	NT	NT	NT	NT	NT	NT	NT		NT	NT	NT	

Notes All results are presented in mg/kg
Bold /Underlined values indicate exceedance of
ND Below Acceptable Detection Limits
~~Strikethrough~~ indicates sample location r

20026-16-91

Table I: Soil Analytical Results
Chronister Oil Company
Springfield, Illinois
Incident #982380 & #20001893

Sample Name	TIER 1	F13	F14	F15	F16	F17	F18	F19	F20	F21	F22	F23	F24	F25
Depth	Remediation	9'	9'	9'		9'	9'		9'	9'	9'			
Sample Date	Objectives	10/25/2000	10/25/2000	10/20/2000		10/25/2000	10/25/2000		10/25/2000	10/25/2000	10/30/2000			
BTEX / MTBE														
Benzene	0.03	2.79	14.3	0.703		0.799	0.723		1.38	0.022	4.69			
Ethylbenzene	13	23.6	49.5	4.34		4.7	18.2		10.3	0.272	48.9			
Toluene	12	0.158	1.7	0.44		0.709	2.23		1.68	0.011	0.897			
Total Xylenes	5.6	2.54	113	21.1		22.3	83.2		51.5	0.523	137			
PNA														
Acenaphthene	570	NT	NT	NT		NT	NT		NT	NT	NT			
Acenaphthylene		NT	NT	NT		NT	NT		NT	NT	NT			
Anthracene	12000	NT	NT	NT		NT	NT		NT	NT	NT			
Benzo(a)Anthracene	0.9	NT	NT	NT		NT	NT		NT	NT	NT			
Benzo(b)Fluoranthene	0.9	NT	NT	NT		NT	NT		NT	NT	NT			
Benzo(k)Fluoranthene	9	NT	NT	NT		NT	NT		NT	NT	NT			
Benzo(g,h,i)Perylene		NT	NT	NT		NT	NT		NT	NT	NT			
Benzo(a)Pyrene	0.09	NT	NT	NT		NT	NT		NT	NT	NT			
Chrysene	88	NT	NT	NT		NT	NT		NT	NT	NT			
Dibenzo(a,h)Anthracene	0.09	NT	NT	NT		NT	NT		NT	NT	NT			
Fluoranthene	3100	NT	NT	NT		NT	NT		NT	NT	NT			
Fluorene	560	NT	NT	NT		NT	NT		NT	NT	NT			
Indeno(1,2,3-c,d)Pyrene	0.9	NT	NT	NT		NT	NT		NT	NT	NT			
Naphthalene	1.8	NT	NT	NT		NT	NT		NT	NT	NT			
Phenanthrene		NT	NT	NT		NT	NT		NT	NT	NT			
Pyrene	2300	NT	NT	NT		NT	NT		NT	NT	NT			

Sample Not Analyzed

Sample Not Analyzed

Sample Not Analyzed

Sample Not Analyzed

Sample Not Analyzed

Notes. All results are presented in mg/kg

Bold /Underlined values indicate exceedance of

ND Below Acceptable Detection Limits

~~Strikethrough~~ indicates sample location r

291-9226-16

Table 1: Soil Analytical Results
Chronister Oil Company
Springfield, Illinois
Incident #982380 & #20001893

Sample Name	TIER 1	F26	F27	F28	F29	F30	F31	B-13	B-13	B-13	B-14	B-14	B-15	B-15
Depth	Remediation	11'	11'	11'	13'	13'	13'	4'	10'	14'	10'	14'	4'	7'
Sample Date	Objectives	10/31/2000	10/31/2000	10/31/2000	10/31/2000	10/30/2000	10/30/2000	5/9/2007	5/9/2007	5/9/2007	5/9/2007	5/9/2007	5/9/2007	5/9/2007
BTEX / MTBE														
Benzene	0.03	**10.1**	**0.176**	**0.241**	**0.167**	**0.094**	0.004	ND	ND	ND	**1.78**	**0.15**	0.0183	**0.377**
Ethylbenzene	13	**24.7**	0.022	0.125	0.024	ND	0.009	ND	0.694	ND	5.63	0.0581	0.136	**20.5**
Toluene	12	**42.2**	0.007	0.281	0.147	0.029	0.013	ND	ND	ND	ND	ND	ND	7.38
Total Xylenes	5.6	**138**	0.022	0.945	0.117	0.028	0.09	ND	ND	ND	4.62	ND	0.178	**97.8**
PNA														
Acenaphthene	570	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT
Acenaphthylene		NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT
Anthracene	12000	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT
Benzo(a)Anthracene	0.9	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT
Benzo(b)Fluoranthene	0.9	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT
Benzo(k)Fluoranthene	9	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT
Benzo(g,h,I)Perylene		NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT
Benzo(a)Pyrene	0.09	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT
Chrysene	88	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT
Dibenzo(a,h)Anthracene	0.09	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT
Fluoranthene	3100	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT
Fluorene	560	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT
Indeno(1,2,3-c,d)Pyrene	0.9	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT
Naphthalene	1.8	NT	NT	NT	NT	NT	NT	ND	**2.94**	ND	1.47	ND	ND	**6.3**
Phenanthrene		NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT
Pyrene	2300	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT

Notes All results are presented in mg/kg
Bold /Underlined values indicate exceedance of
ND- Below Acceptable Detection Limits
~~Strikethrough~~ indicates sample location r

2026-162

Table I: Soil Analytical Results
Chronister Oil Company
Springfield, Illinois
Incident #982380 & #20001893

Sample Name	TIER 1	B-15	B-16	B-16	B-17	B-17	B-17	B-18	B-18	B-19	B-19	B-19	MW-12	MW-12	MW-12
Depth	Remediation	14'	10'	15.5'	4'	8'	15'	12'	15'	2'	9'	14'	3'	10'	14.5'
Sample Date	Objectives	5/9/2007	5/9/2007	5/9/2007	5/9/2007	5/9/2007	5/9/2007	5/9/2007	5/9/2007	5/9/2007	5/9/2007	5/9/2007	5/9/2007	5/9/2007	5/9/2007
BTEX / MTBE															
Benzene	0.03	**0.0945**	**2.04**	**0.434**	**0.104**	**0.194**	ND	**4.09**	**0.0469**	ND	**0.0575**	0.0265	ND	ND	ND
Ethylbenzene	13	ND	7.05	0.094	0.181	2.65	ND	**25.8**	0.236	ND	ND	ND	ND	ND	ND
Toluene	12	ND	3.07	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Total Xylenes	5.6	0.0908	**31**	0.437	ND	2.13	ND	**35.6**	0.354	ND	ND	ND	ND	ND	ND
PNA															
Acenaphthene	570	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT
Acenaphthylene		NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT
Anthracene	12000	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT
Benzo(a)Anthracene	0.9	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT
Benzo(b)Fluoranthene	0.9	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT
Benzo(k)Fluoranthene	9	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT
Benzo(g,h,i)Perylene		NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT
Benzo(a)Pyrene	0.09	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT
Chrysene	88	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT
Dibenzo(a,h)Anthracene	0.09	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT
Fluoranthene	3100	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT
Fluorene	560	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT
Indeno(1,2,3-c,d)Pyrene	0.9	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT
Naphthalene	1.8	ND	**2.13**	ND	0.278	1.09	ND	**6.25**	ND	0.616	0.116	ND	ND	ND	ND
Phenanthrene		NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT
Pyrene	2300	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT

Notes: All results are presented in mg/kg
Bold /Underlined values indicate exceedance of
ND Below Acceptable Detection Limits
~~Strikethrough~~ indicates sample location r

Table I: Soil Analytical Results
Chronister Oil Company
Springfield, Illinois
Incident #982380 & #20001893

Sample Name	TIER 1	SB-101A	SB-101B	SB-102A	SB-102B	MW-101A	MW-101B	MW-102A	MW-102B	MW-103A	MW-103B
Depth	Remediation	2.5'	7.5'	2.5'	7.5'	2.5'	7.5'	2.5'	7.5'	2.5'	7.5'
Sample Date	Objectives	4/26/22	4/26/22	4/26/22	4/26/22	4/26/22	4/26/22	4/26/22	4/26/22	4/26/22	4/26/22
BTEX / MTBE											
Benzene	0.03	ND	0.005	ND	0.0024	ND	ND	0.0043	0.0031	0.0039	0.0025
Ethylbenzene	13	ND	0.0033	ND	ND	ND	ND	0.0036	0.0025	0.0028	ND
Toluene	12	ND	0.0088	ND	0.005	ND	ND	0.0096	0.0065	0.0072	0.0056
Total Xylenes	5.6	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
PNA											
Acenaphthene	570	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Acenaphthylene		ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Anthracene	12000	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Benzo(a)Anthracene	0.9	ND	ND	ND	ND	ND	0.0341	ND	ND	ND	ND
Benzo(b)Fluoranthene	0.9	ND	ND	ND	ND	ND	0.0211	ND	ND	ND	ND
Benzo(k)Fluoranthene	9	ND	ND	ND	ND	ND	0.0573	ND	ND	ND	ND
Benzo(g,h,I)Perylene		ND	ND	ND	ND	ND	0.024	ND	ND	ND	ND
Benzo(a)Pyrene	0.09	ND	ND	ND	ND	ND	0.0409	ND	ND	ND	ND
Chrysene	88	ND	ND	ND	ND	ND	0.0383	ND	ND	ND	ND
Dibenzo(a,h)Anthracene	0.09	ND	ND	ND	ND	ND	0.0051	ND	ND	ND	ND
Fluoranthene	3100	ND	ND	ND	ND	ND	0.067	ND	ND	ND	ND
Fluorene	560	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Indeno(1,2,3-c,d)Pyrene	0.9	ND	ND	ND	ND	ND	0.0206	ND	ND	ND	ND
Naphthalene	1.8	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
Phenanthrene		ND	ND	ND	ND	ND	0.0219	ND	ND	ND	ND
Pyrene	2300	ND	ND	ND	ND	ND	0.0573	ND	ND	ND	ND

Notes: All results are presented in mg/kg
Bold /Underlined values indicate exceedance of
ND: Below Acceptable Detection Limits
~~Strikethrough~~ indicates sample location r

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Table II: Groundwater Analytical Results
Chronister Oil Company
Springfield, Illinois
Incident #982380 &#20001893

Sample Name	OBJECTIVE	MW-1*		MW-1R							MW-2*		
Sample Date		6/4/1999	9/7/2000	3/6/2001	8/2/2001	11/27/2001	3/29/2002	6/19/2002	6/16/2003	6/25/2007	6/4/1999	9/7/2000	3/6/2001
BTEX													
Benzene	**0.005**	**0.202**	**0.293**	**0.31**	6.06	**0.12**	**0.078**	**0.09**	**0.128**	0.0571	**0.005**	**0.008**	**0.047**
Ethylbenzene	**0.7**	0.703	**2.03**	1.2	1.43	0.714	**0.0716**	**0.87**	**0.99**	0.406	0.014	0.015	0.092
MTBE	**0.07**	NA	NA	NA	**0.778**	ND	NT	NT	NT	NT	NT	NT	NT
Toluene	**1**	0.341	0.678	0.5	**1.52**	0.0836	0.124	0.17	0.163	0.0574	ND	ND	0.165
Total Xylenes	**10**	3.554	6.6	**11.3**	7.04	0.969	2.5	3.26	2.913	1.37	0.012	0.01	0.361
PNA													
Acenaphthene	**0.42**	ND	ND	ND	ND	ND	Sample Not Analyzed for PNAs	Sample Not Analyzed for PNAs	NT	0.00015	ND	ND	ND
Acenaphthylene	**0.21**	ND	ND	ND	ND	ND			NT	0.000109	ND	ND	ND
Anthracene	**2.1**	ND	ND	ND	ND	ND			NT	ND	ND	ND	ND
Benzo(a)Anthracene	**0.00013**	ND	ND	ND	**< 0.0003**	ND			NT	ND	ND	ND	ND
Benzo(b)Fluoranthene	**0.00018**	ND	ND	ND	**< 0.00085**	**< 0.00027**			NT	ND	ND	ND	ND
Benzo(k)Fluoranthene	**0.00017**	ND	ND	ND	**< 0.00062**	ND			NT	ND	ND	ND	ND
Benzo(g,h,I)Perylene	**0.21**	ND	ND	ND	ND	ND			NT	ND	ND	ND	ND
Benzo(a)Pyrene	**0.0002**	ND	ND	ND	**< 0.00067**	ND			NT	ND	ND	ND	ND
Chrysene	**0.0015**	ND	ND	ND	ND	ND			NT	ND	ND	ND	ND
Dibenzo(a,h)Anthracene	**0.0003**	ND	ND	ND	**< 0.00054**	ND			NT	ND	ND	ND	ND
Fluoranthene	**0.28**	ND	ND	ND	ND	ND			NT	ND	ND	ND	ND
Fluorene	**0.28**	ND	ND	ND	ND	0.0274			NT	0.000139	ND	ND	ND
Indeno(1,2,3-c,d)Pyrene	**0.00043**	ND	ND	ND	**< 0.00044**	ND			NT	ND	ND	ND	ND
Naphthalene	**0.14**	0.037	**0.244**	**0.343**	**0.25**	0.0584			**0.243**	0.0747	ND	0.137	0.01
Phenanthrene	**0.21**	ND	ND	ND	ND	ND			NT	ND	ND	ND	ND
Pyrene	**0.21**	ND	ND	ND	ND	ND			NT	ND	ND	ND	ND

Notes: All results are presented in mg/L

Bold /Underlined values indicate exceedance of TACO Tier 1 Objectives

ND: Below Acceptable Detection Limits

NT: Sample Not Tested for Analyte

* = Monitoring Well Destroyed During Demolition & Excavation Activities

** = Monitoring Well Destroyed During New Convenience Store Construction Activities

*** = Laboratory Analytical Results for 08/02/2001 MW-1R and MW-5 samples may have been switched

2026-162

Table II: Groundwater Analytical Results
Chronister Oil Company
Springfield, Illinois
Incident #982380 &#20001893

Sample Name	OBJECTIVE	MW-2R						MW-3*		MW-4				
Sample Date		8/2/2001	11/27/2001	3/29/2002	6/19/2002	6/16/2003	6/25/2007	6/4/1999	9/7/2000	6/4/1999	9/7/2000	3/6/2001	8/2/2001	11/27/2001
BTEX														
Benzene	**0.005**	ND	ND	ND	ND	0.00065	ND	**2.538**	**5.81**	**0.012**	**0.192**	ND	0.00053	ND
Ethylbenzene	**0.7**	0.00712	0.00444	ND	ND	0.00118	ND	0.102	0.228	ND	0.007	ND	ND	ND
MTBE	**0.07**	0.0107	0.0126	NT	NT	NT	NT	NT	NT	NT	NT	NT	0.0384	0.024
Toluene	**1**	0.00132	0.00055	ND	ND	ND	ND	0.024	**1.7**	ND	ND	ND	ND	ND
Total Xylenes	**10**	ND	ND	ND	ND	ND	ND	0.081	0.762	ND	ND	ND	ND	ND
PNA														
Acenaphthene	**0.42**	0.037	ND	Sample Not Analyzed for PNAs	Sample Not Analyzed for PNAs	NT	ND	ND	ND	ND	ND	ND	ND	ND
Acenaphthylene	**0.21**	ND	ND			NT	ND	ND	ND	ND	ND	ND	0.0083	ND
Anthracene	**2.1**	ND	0.00012			NT	ND	ND	ND	ND	ND	ND	ND	ND
Benzo(a)Anthracene	**0.00013**	**<0.0003**	ND			NT	ND	ND	ND	ND	ND	ND	ND	ND
Benzo(b)Fluoranthene	**0.00018**	**<0.00085**	ND			NT	ND	ND	ND	ND	ND	ND	ND	ND
Benzo(k)Fluoranthene	**0.00017**	**<0.00062**	ND			NT	ND	ND	ND	ND	ND	ND	ND	ND
Benzo(g,h,I)Perylene	**0.21**	ND	ND			NT	ND	ND	ND	ND	ND	ND	ND	ND
Benzo(a)Pyrene	**0.0002**	**<0.00067**	ND			NT	ND	ND	ND	ND	ND	ND	ND	ND
Chrysene	**0.0015**	ND	ND			NT	ND	ND	ND	ND	ND	ND	ND	ND
Dibenzo(a,h)Anthracene	**0.0003**	**<0.00054**	ND			NT	ND	ND	ND	ND	ND	ND	ND	ND
Fluoranthene	**0.28**	ND	0.00045			NT	ND	ND	ND	ND	ND	ND	ND	ND
Fluorene	**0.28**	ND	0.00064			NT	ND	ND	ND	ND	ND	ND	ND	ND
Indeno(1,2,3-c,d)Pyrene	**0.00043**	**<0.00044**	ND			NT	ND	ND	ND	ND	ND	ND	ND	ND
Naphthalene	**0.14**	ND	ND			0.00068	ND	**4.736**	ND	ND	ND	ND	ND	**0.328**
Phenanthrene	**0.21**	ND	0.0001			NT	ND	ND	ND	ND	ND	ND	ND	ND
Pyrene	**0.21**	ND	0.00011			NT	ND	ND	ND	ND	ND	ND	ND	ND

Notes: All results are presented in mg/L.

Bold /Underlined values indicate exceedance of

ND- Below Acceptable Detection Limits

NT- Sample Not Tested for Analyte

* – Monitoring Well Destroyed During Demoliti

** – Monitoring Well Destroyed During New Co

*** = Laboratory Analytical Results for 08/02/20

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Table II: Groundwater Analytical Results
Chronister Oil Company
Springfield, Illinois
Incident #982380 &#20001893

Sample Name	OBJECTIVE					MW-5*		MW-5R						
Sample Date		3/29/2002	6/19/2002	6/16/2003	6/25/2007	12/17/1999	9/7/2000	3/6/2001	8/2/2001	11/27/2001	3/29/2002	6/19/2002	6/16/2003	6/25/2007
BTEX														
Benzene	**0.005**	ND	ND	ND	ND	**8.15**	**12.8**	**8.24**	**0.201**	**7.85**	6.65	7.9	**5.71**	12.5
Ethylbenzene	**0.7**	ND	ND	ND	ND	**1.94**	**3.42**	3.37	0.535	**1.31**	**0.715**	**0.72**	**0.84**	**1.33**
MTBE	**0.07**	NT	NT	NT	NT	NT	NT	NT	0.022	**0.916**	NT	NT	NT	NT
Toluene	1	ND	ND	ND	ND	**13.1**	**13.3**	**5.52**	0.262	**1.19**	1.2	0.81	0.219	0.35
Total Xylenes	**10**	ND	ND	ND	ND	10.1	**15**	**13.2**	3.857	5.96	2.78	3.18	3.212	2.48
PNA														
Acenaphthene	**0.42**	Sample Not Analyzed for PNAs	Sample Not Analyzed for PNAs	NT	ND	ND	ND	ND	ND	ND	Sample Not Analyzed for PNAs	Sample Not Analyzed for PNAs	NT	ND
Acenaphthylene	**0.21**			NT	ND	ND	ND	ND	ND	ND			NT	ND
Anthracene	**2.1**			NT	ND	ND	ND	ND	ND	ND			NT	ND
Benzo(a)Anthracene	**0.00013**			NT	ND	ND	ND	ND	**< 0.0003**	ND			NT	**0.000151**
Benzo(b)Fluoranthene	**0.00018**			NT	ND	ND	ND	ND	**< 0.00085**	ND			NT	ND
Benzo(k)Fluoranthene	**0.00017**			NT	ND	ND	ND	ND	**< 0.00062**	ND			NT	ND
Benzo(g,h,I)Perylene	**0.21**			NT	ND	ND	ND	ND	ND	ND			NT	ND
Benzo(a)Pyrene	**0.0002**			NT	ND	ND	ND	ND	**< 0.00067**	ND			NT	ND
Chrysene	**0.0015**			NT	ND	ND	ND	ND	ND	ND			NT	ND
Dibenzo(a,h)Anthracene	**0.0003**			NT	ND	ND	ND	ND	**< 0.00054**	ND			NT	ND
Fluoranthene	**0.28**			NT	ND	ND	ND	ND	ND	ND			NT	0.000405
Fluorene	**0.28**			NT	ND	ND	ND	0.009	ND	ND			NT	0.00108
Indeno(1,2,3-c,d)Pyrene	**0.00043**			NT	ND	ND	ND	ND	**< 0.00044**	ND			NT	ND
Naphthalene	**0.14**			ND	0.000137	**0.483**	**0.518**	**1.47**	**0.21**	ND			**0.299**	**0.38**
Phenanthrene	**0.21**			NT	ND	ND	ND	0.012	ND	ND			NT	0.00179
Pyrene	**0.21**			NT	ND	ND	ND	ND	ND	ND			NT	0.000509

Notes. All results are presented in mg/L.

Bold /Underlined values indicate exceedance of

ND. Below Acceptable Detection Limits

NT. Sample Not Tested for Analyte

* = Monitoring Well Destroyed During Demolitio

** = Monitoring Well Destroyed During New Co

*** = Laboratory Analytical Results for 08/02/20

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Table II: Groundwater Analytical Results
Chronister Oil Company
Springfield, Illinois
Incident #982380 &#20001893

Sample Name	OBJECTIVE	MW-6							MW-7**	MW-8				
Sample Date		3/6/2001	8/2/2001	11/27/2001	3/29/2002	6/19/2002	6/16/2003	6/25/2007	12/17/1999	3/8/2000	9/7/2000	3/6/2001	8/2/2001	11/27/2001
BTEX														
Benzene	**0.005**	ND	ND	ND	ND	ND	ND	ND	ND	ND	**0.159**	**2.37**	**1.51**	**<0.0158**
Ethylbenzene	**0.7**	ND	ND	ND	ND	ND	ND	ND	ND	ND	0.05	**1.26**	0.548	0.708
MTBE	**0.07**	NT	0.0068	ND	NT	NT	NT	ND	NT	NT	NT	NT	**0.471**	**0.72**
Toluene	**1**	ND	ND	ND	ND	ND	ND	ND	ND	ND	0.456	0.355	0.172	0.162
Total Xylenes	**10**	ND	ND	ND	ND	ND	ND	ND	ND	ND	0.245	2.64	0.392	0.329
PNA														
Acenaphthene	**0.42**	ND	ND	ND	Sample Not Analyzed for PNAs	Sample Not Analyzed for PNAs	NT	ND	ND	Sample Not Analyzed for PNAs	ND	ND	ND	ND
Acenaphthylene	**0.21**	ND	0.017	ND			NT	ND	ND		ND	ND	0.002	ND
Anthracene	**2.1**	ND	ND	ND			NT	ND	ND		ND	ND	ND	ND
Benzo(a)Anthracene	**0.00013**	ND	ND	ND			NT	ND	ND		ND	ND	ND	ND
Benzo(b)Fluoranthene	**0.00018**	ND	ND	ND			NT	ND	ND		ND	ND	ND	ND
Benzo(k)Fluoranthene	**0.00017**	ND	ND	ND			NT	ND	ND		ND	ND	ND	ND
Benzo(g,h,I)Perylene	**0.21**	ND	ND	ND			NT	ND	ND		ND	ND	ND	ND
Benzo(a)Pyrene	**0.0002**	ND	ND	ND			NT	ND	ND		ND	ND	ND	ND
Chrysene	**0.0015**	ND	ND	ND			NT	ND	ND		ND	ND	ND	ND
Dibenzo(a,h)Anthracene	**0.0003**	ND	ND	ND			NT	ND	ND		ND	ND	ND	ND
Fluoranthene	**0.28**	ND	ND	ND			NT	ND	ND		ND	ND	ND	ND
Fluorene	**0.28**	ND	ND	ND			NT	ND	ND		ND	ND	ND	ND
Indeno(1,2,3-c,d)Pyrene	**0.00043**	ND	ND	ND			NT	ND	ND		ND	ND	ND	ND
Naphthalene	**0.14**	ND	ND	0.0413			ND	ND	ND		ND	0.096	0.046	ND
Phenanthrene	**0.21**	ND	ND	ND			NT	ND	ND		ND	ND	ND	ND
Pyrene	**0.21**	ND	ND	ND			NT	ND	ND		ND	ND	ND	ND

Notes: All results are presented in mg/L.
Bold /Underlined values indicate exceedance of
ND: Below Acceptable Detection Limits
NT: Sample Not Tested for Analyte
* = Monitoring Well Destroyed During Demolitio
** = Monitoring Well Destroyed During New Co
*** = Laboratory Analytical Results for 08/02/20

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Table II: Groundwater Analytical Results
Chronister Oil Company
Springfield, Illinois
Incident #982380 &#20001893

Sample Name	OBJECTIVE	MW-9												
Sample Date		3/29/2002	6/19/2002	6/16/2003	6/25/2007	12/17/1999	9/7/2000	3/6/2001	8/2/2001	11/27/2001	3/29/2002	6/19/2002	6/16/2003	6/25/2007
BTEX														
Benzene	0.005	1.23	1.00	0.606	0.0967	ND	ND	ND	ND	ND	ND	ND	0.00039	ND
Ethylbenzene	0.7	0.313	0.33	0.307	0.118	ND	ND	ND	ND	ND	ND	ND	ND	ND
MTBE	0.07	NT	NT	NT	NT	NT	NT	NT	ND	ND	NT	NT	NT	NT
Toluene	1	0.021	0.036	0.0142	0.0146	ND	ND	ND	ND	ND	ND	ND	ND	ND
Total Xylenes	10	0.074	0.055	0.31344	0.289	ND	ND	ND	ND	ND	ND	ND	ND	ND
PNA														
Acenaphthene	0.42	Sample Not Analyzed for PNAs	Sample Not Analyzed for PNAs	NT	ND	ND	ND	ND	ND	ND	Sample Not Analyzed for PNAs	Sample Not Analyzed for PNAs	NT	ND
Acenaphthylene	0.21			NT	ND	ND	ND	ND	0.021	ND			NT	ND
Anthracene	2.1			NT	ND	ND	ND	ND	ND	ND			NT	ND
Benzo(a)Anthracene	0.00013			NT	ND	ND	ND	ND	ND	ND			NT	ND
Benzo(b)Fluoranthene	0.00018			NT	ND	ND	ND	ND	ND	ND			NT	ND
Benzo(k)Fluoranthene	0.00017			NT	ND	ND	ND	ND	ND	ND			NT	ND
Benzo(g,h,I)Perylene	0.21			NT	ND	ND	ND	ND	ND	ND			NT	ND
Benzo(a)Pyrene	0.0002			NT	ND	ND	ND	ND	ND	ND			NT	ND
Chrysene	0.0015			NT	ND	ND	ND	ND	ND	ND			NT	ND
Dibenzo(a,h)Anthracene	0.0003			NT	ND	ND	ND	ND	ND	ND			NT	ND
Fluoranthene	0.28			NT	ND	ND	ND	ND	ND	ND			NT	ND
Fluorene	0.28			NT	0.000101	ND	ND	ND	ND	ND			NT	ND
Indeno(1,2,3-c,d)Pyrene	0.00043			NT	ND	ND	ND	ND	ND	ND			NT	ND
Naphthalene	0.14			0.00834	0.0209	ND	ND	ND	ND	ND			ND	ND
Phenanthrene	0.21			NT	ND	ND	ND	ND	ND	ND			NT	ND
Pyrene	0.21			NT	ND	ND	ND	ND	ND	ND			NT	ND

Notes: All results are presented in mg/L
Bold /Underlined values indicate exceedance of
ND: Below Acceptable Detection Limits
NT: Sample Not Tested for Analyte
* = Monitoring Well Destroyed During Demolitic
** = Monitoring Well Destroyed During New Cc
*** = Laboratory Analytical Results for 08/02/20

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Table II: Groundwater Analytical Results
Chronister Oil Company
Springfield, Illinois
Incident #982380 &#20001893

Sample Name	OBJECTIVE	MW-10									MW-11			
Sample Date		12/17/1999	9/7/2000	3/6/2001	8/2/2001	11/27/2001	3/29/2002	6/19/2002	6/16/2003	6/25/2007	3/6/2001	8/2/2001	11/27/2001	3/29/2002
BTEX														
Benzene	**0.005**	ND	ND	ND	ND	ND	ND	ND	ND	ND	**8.14**	**9.44**	**8.49**	**6.87**
Ethylbenzene	**0.7**	ND	ND	ND	ND	ND	ND	ND	ND	ND	**5.49**	**2.78**	**2.58**	**2.42**
MTBE	**0.07**	NT	NT	NT	ND	ND	NT	NT	NT	NT	NT	**8.92**	**8.86**	ND
Toluene	**1**	ND	ND	ND	ND	ND	ND	ND	ND	ND	**16.1**	**29.2**	**18.3**	**11.6**
Total Xylenes	**10**	ND	ND	ND	ND	ND	ND	ND	ND	0.00213	**2.78**	**14.82**	**14.12**	**10.9**
PNA														
Acenaphthene	**0.42**	ND	ND	ND	ND	ND	Sample Not Analyzed for PNAs	Sample Not Analyzed for PNAs	NT	ND	ND	ND	ND	Sample Not Analyzed for PNAs
Acenaphthylene	**0.21**	ND	ND	ND	**0.04**	ND			NT	ND	ND	0.11	ND	
Anthracene	**2.1**	ND	ND	ND	ND	ND			NT	ND	ND	ND	ND	
Benzo(a)Anthracene	**0.00013**	ND	ND	ND	ND	ND			NT	ND	ND	**< 0.0003**	ND	
Benzo(b)Fluoranthene	**0.00018**	ND	ND	ND	ND	ND			NT	ND	ND	**< 0.00085**	ND	
Benzo(k)Fluoranthene	**0.00017**	ND	ND	ND	ND	ND			NT	ND	ND	**< 0.00062**	ND	
Benzo(g,h,I)Perylene	**0.21**	ND	ND	ND	ND	ND			NT	ND	ND	ND	ND	
Benzo(a)Pyrene	**0.0002**	ND	ND	ND	ND	ND			NT	ND	ND	**< 0.00067**	ND	
Chrysene	**0.0015**	ND	ND	ND	ND	ND			NT	ND	ND	ND	ND	
Dibenzo(a,h)Anthracene	**0.0003**	ND	ND	ND	ND	ND			NT	ND	ND	**< 0.00054**	ND	
Fluoranthene	**0.28**	ND	ND	ND	ND	ND			NT	ND	ND	ND	ND	
Fluorene	**0.28**	ND	ND	ND	ND	ND			NT	ND	ND	ND	ND	
Indeno(1,2,3-c,d)Pyrene	**0.00043**	ND	ND	ND	ND	ND			NT	ND	ND	**< 0.00044**	ND	
Naphthalene	**0.14**	ND	ND	ND	ND	**0.498**			ND	ND	**2.98**	**0.33**	ND	
Phenanthrene	**0.21**	ND	ND	ND	ND	ND			NT	ND	ND	ND	ND	
Pyrene	**0.21**	ND	ND	ND	ND	ND			NT	ND	ND	ND	ND	

Notes All results are presented in mg/L.
Bold /Underlined values indicate exceedance of
ND: Below Acceptable Detection Limits
NT: Sample Not Tested for Analyte
* = Monitoring Well Destroyed During Demolitio
** = Monitoring Well Destroyed During New Co
*** = Laboratory Analytical Results for 08/02/20

2020-19

Table II: Groundwater Analytical Results
Chronister Oil Company
Springfield, Illinois
Incident #982380 &#20001893

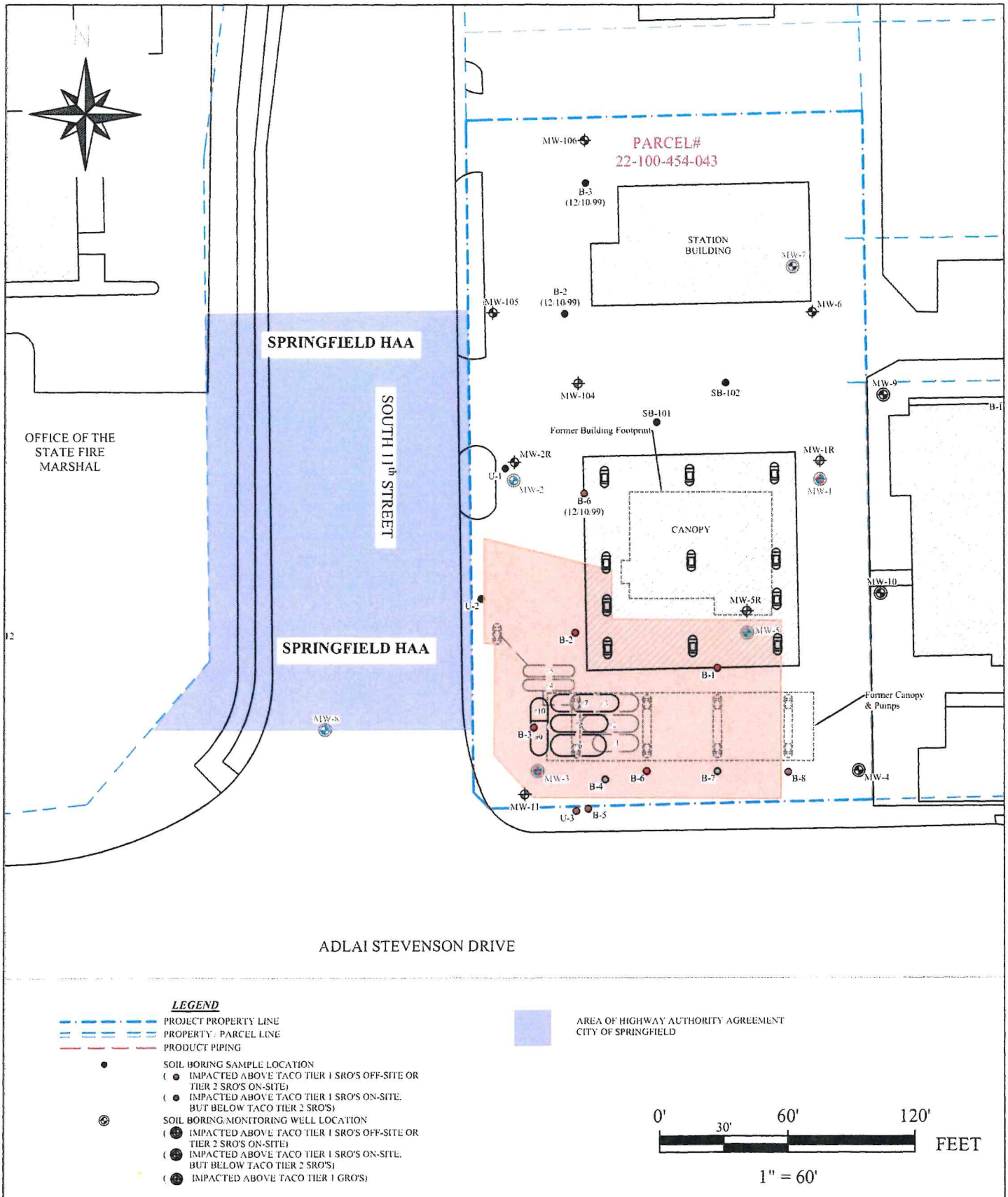
Sample Name	OBJECTIVE				MW-12	MW-101	MW-102	MW-103	MW-104	MW-1R	MW-105	MW-106
Sample Date		6/19/2002	6/16/2003	6/25/2007	6/25/2007	5/3/2022	5/3/2022	5/3/2022	5/3/2022	5/3/2022	2/24/2023	2/24/2023
BTEX												
Benzene	0.005	6.3	6.64	9.08	ND	ND	ND	ND	0.0355	0.21	ND	ND
Ethylbenzene	0.7	1.8	2.25	4.28	ND	ND	ND	ND	0.956	0.256	ND	ND
MTBE	0.07	NT	NT	NT	NT	ND	ND	ND	ND	ND	ND	ND
Toluene	1	13	10.7	4.12	ND	ND	ND	ND	ND	0.114	ND	ND
Total Xylenes	10	11.3	13.72	20.9	ND	ND	ND	ND	1.92	0.164	ND	ND
PNA												
Acenaphthene	0.42	Samples Not Analyzed for PNAs	NT	0.000519	ND	ND	0.000146	0.000492	0.00188	0.000402	NT	NT
Acenaphthylene	0.21		NT	ND	ND	ND	ND	ND	ND	ND	NT	NT
Anthracene	2.1		NT	0.000142	ND	ND	ND	ND	ND	ND	NT	NT
Benzo(a)Anthracene	0.00013		NT	ND	ND	ND	ND	ND	0.000106	0.000499	NT	NT
Benzo(b)Fluoranthene	0.00018		NT	ND	ND	ND	ND	0.000123	ND	0.00106	NT	NT
Benzo(k)Fluoranthene	0.00017		NT	ND	ND	ND	ND	ND	ND	0.000579	NT	NT
Benzo(g,h,I)Perylene	0.21		NT	ND	ND	ND	ND	0.00024	ND	0.00116	NT	NT
Benzo(a)Pyrene	0.0002		NT	ND	ND	ND	ND	ND	ND	0.000256	NT	NT
Chrysene	0.0015		NT	ND	ND	ND	ND	0.000131	ND	0.000844	NT	NT
Dibenzo(a,h)Anthracene	0.0003		NT	ND	ND	ND	ND	0.000302	ND	0.000301	NT	NT
Fluoranthene	0.28		NT	ND	ND	ND	ND	ND	0.000317	0.00128	NT	NT
Fluorene	0.28		NT	0.000496	ND	ND	ND	0.000484	0.00103	0.000273	NT	NT
Indeno(1,2,3-c,d)Pyrene	0.00043		NT	ND	ND	ND	ND	0.000308	ND	0.00114	NT	NT
Naphthalene	0.14		0.812	0.536	ND	0.197	ND	0.0015	0.244	0.033	NT	NT
Phenanthrene	0.21		NT	0.000441	ND	ND	ND	0.00088	0.00162	ND	NT	NT
Pyrene	0.21		NT	0.00011	ND	ND	ND	ND	0.000358	0.00114	NT	NT

Notes: All results are presented in mg/L
Bold /Underlined values indicate exceedance of
ND Below Acceptable Detection Limits
NT Sample Not Tested for Analyte
* = Monitoring Well Destroyed During Demolitic
** = Monitoring Well Destroyed During New Cc
*** = Laboratory Analytical Results for 08/02/20

FIGURE FOR EXHIBIT C
CITY OF SPRINGFIELD
HIGHWAY AUTHORITY AGREEMENT

Chronister Oil Company Service Station Property
1101 Stevenson Drive
Springfield, Illinois

2026-162



LEGEND

- PROJECT PROPERTY LINE
- PROPERTY / PARCEL LINE
- PRODUCT PIPING
- SOIL BORING SAMPLE LOCATION
  - IMPACTED ABOVE TACO TIER 1 SRO'S OFF-SITE OR TIER 2 SRO'S ON-SITE)
  - IMPACTED ABOVE TACO TIER 1 SRO'S ON-SITE, BUT BELOW TACO TIER 2 SRO'S)
- SOIL BORING/MONITORING WELL LOCATION
  - IMPACTED ABOVE TACO TIER 1 SRO'S OFF-SITE OR TIER 2 SRO'S ON-SITE)
  - IMPACTED ABOVE TACO TIER 1 SRO'S ON-SITE, BUT BELOW TACO TIER 2 SRO'S)
  - IMPACTED ABOVE TACO TIER 1 GRO'S)

AREA OF HIGHWAY AUTHORITY AGREEMENT
CITY OF SPRINGFIELD

0' 30' 60' 120' FEET

1" = 60'

GWC GREEN WAVE CONSULTING, LLC 4440 ASH GROVE DRIVE, Suite A Springfield, IL 62711 (217-726-7569)	CITY OF SPRINGFIELD HAA MAP CHRONISTER OIL COMPANY 1101 ADLAI STEVENSON DRIVE SPRINGFIELD, ILLINOIS 62703	PREPARED COLLETTE	DATE 06/2022
		DRAWN BETTENHAUSEN	DATE 06/2022
		APPROVED WIENHOFF	DATE 06/2022
	INCIDENT NO. 982390 & 001893 FILE NAME QIK-N-EZ STEVENSON - SAF	PROJECT NO. 373	FIGURE C

2026-162

ORDINANCE FACT SHEET

REQUEST FORM NO: 26-22
DATE OF 1ST READING: 4/7/26

OFFICE REQUESTING: Public Works **CONTACT PERSON:** Nathan Bottom
PHONE NUMBER: 789-2255

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

TYPE OF ORDINANCE: Agreement **FISCAL IMPACT:**

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE EXECUTION OF A HIGHWAY AUTHORITY AGREEMENT BETWEEN CHRONISTER OIL COMPANY, INC. AND THE CITY OF SPRINGFIELD FOR THE PROPERTY LOCATED AT 1101 STEVENSON DRIVE FOR THE OFFICE OF PUBLIC WORKS.

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

CONTRACTOR / VENDOR NAME: **VENDOR NO:**

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

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

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

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: **Date:**
DIRECTOR / SUPERVISOR SIGNATURE **Date:** 17 MAR 26
CITY PURCHASING AGENT: **Date:**

COMMENTS

This ordinance authorizes approval of a highway authority agreement (HAA) between the City and the Chronister Oil Company Inc. assoicated with QiknEZ at the northeast corner of 11th and Stevenson Drive. The HAA is part of a settlement agreement for right-of-way acqusition for the previously constructed Eleventh Street extension.

SIGN OFF:

(Mayor's Signature) GEM (Director of OBM)

S\Excel\Forms\26-22 Ord Agr QiknEZ-COS, 11th & Stevenson.xlsx The information supplied on this form is not confidential information. Revised 5/26/04

2026-162

2026-163

AN ORDINANCE AUTHORIZING THE PURCHASE OF A NEW VACTOR 2100i-1024 TRUCK MODEL FROM COE EQUIPMENT, INC. AT A NET COST OF $508,233.44 AFTER TRADE-IN OF AN EXISTING 2019 VACTOR TRUCK, S-33 2019 VACTOR TRUCK, 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 desires to replace an existing S-33 2019 Vactor truck; and

WHEREAS, Coe Equipment, Inc. is willing to supply a 2022 Vactor truck 2100i model at a net cost of $508,233.44 after trade-in of an existing S-33 2019 Vactor truck.

WHEREAS, pursuant to Section 38.50 (3)(a) of the Purchasing Code of the City of Springfield, this purchase is exempt from the City's requirement for Sealed Competitive Bids as this purchase will be made from a State of Illinois contract available for joint purchasing; and

WHEREAS, it is in the best interest of the City to authorize purchase of a new Vactor truck 2100i-1024 truck model from Coe Equipment, Inc.; and

WHEREAS, a copy of the proposal from Coe Equipment, Inc. shall be on file in the Office of the City Clerk.

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

Section 1: That the City Council hereby approves the purchase of a new Vactor truck 2100i-1024 truck model from Coe Equipment, Inc. in the net amount of $508,233.44 after trade-in of an existing S-33 2019 Vactor truck for the Office of Public Works.

Section 2: That the Office of Budget and Management is hereby authorized to pay Coe Equipment, Inc. (0COE2200) an amount not to exceed $508,233.44 from account number 015-110-SEWR-0SUR-1504.

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

PASSED:_____**, 2026**

RECORDED:_____**, 2026**

ATTEST: _____
City Clerk Charles L. Redpath Sr.

SIGNED:_____**, 2026**

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

3-31-26
Office of Corporation Counsel / Date

S:\WPDOCS\Ordinances\Public Works\2026\Sole Source\COE Equipment, Inc - Vactor Truck 2100i-1024.docx F.R. 04.07.26 ~ NF

2026-163

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

MEMORANDUM

TO: Matt Gairani

FROM: Anthony Quinones - Assistant Purchasing Agent

DATE: March 9, 2026

SUBJECT: Joint Contract Determination

I have reviewed the Ordinance Fact Sheet concerning Coe Equipment Inc., for purchase of one (1) new Vactor 2100i-1024 Combination Sewer Cleaner with trade in of one (1) 2019 Vactor 2115i-SE2 vehicles in an amount not to exceed $508,233.44 for the Office of Public Works.

Sourcewell Joint Purchase Contract – 101221-VTR.

Pursuant to Article 38.50 (3)(a) of the Purchasing Code of the City of Springfield, this purchase is exempt from the City's requirement for Sealed Competitive Bids as this purchase will be made pursuant to a General Services Administration contract available for joint purchasing.

300 SOUTH SEVENTH • ROOM 200 • SPRINGFIELD, ILLINOIS 62701-1681 • (217) 789-2205 • FAX (217) 789-2207

Coe Equipment Inc.

5953 Cherry Street, Rochester, IL 62563 ▪ P. 217.498.7200 ▪ F. 217.498.7205 ▪ www.coe-equipment.com

Serving Illinois & Missouri Since 1986 ▪ All Sewer Cleaning & Vacuum Excavation Equipment

VACTOR®

Subsidiary of Federal Signal Corporation



Presents a Proposal Summary
of the

New Vactor 2115i-1024 Combination Sewer Cleaner

for

City of Springfield
222 N 17th St
Springfield, IL 62702

2026-163

Contents

About Coe Equipment (Background, years in business and business team) 3
Location and Contacts 3
Proposal Specifications 4
Total Delivered Price 7
Appendix 1: Warranty and Literature 8
Appendix 2: Chassis Specifications 17
Appendix 3: Title Paperwork Information 36

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About Coe Equipment (Background, years in business and business team)

Coe Equipment Incorporated is a distributor of sewer cleaning and municipal equipment to cities and contractors throughout Illinois and Missouri. Our team includes over 115 years of combined experience, and over $500,000 in parts availability. In addition to selling new and used equipment, we also repair all makes and models of sewer cleaning and vacuum equipment. Coe Equipment has been the Vactor Manufacturing, Inc. local manufacturer's representative for over 39 years, since 1986. Coe Equipment has four field technicians and four mechanics certified to work on Vactor equipment. Our warranty and service facility is located in Rochester, IL.

Vactor Manufacturing is the leading manufacturing of sewer cleaners and catch basin cleaners, jetters, industrial vacuum loaders and vacuum excavation equipment featuring innovative technology and custom-configurable designs. Originally founded in Chicago in 1911 as the Myers-Sherman Company, Vactor has been creating and perfecting sewer cleaning equipment for over 100 years. Vactor is located on 40 acres with 400,000 square feet of manufacturing space under one roof in Streator, Illinois and is ISO 9001:2008 and ISO 14001:2004 certified.

Location and Contacts

Coe Equipment, Inc. is headquartered in Rochester, IL. Primary contact information for Coe Equipment is provided below:

Coe Equipment, Inc.
5953 Cherry Street
Rochester, IL 62563
Contact: Leroy Goewey, Territory Field Representative
Phone: 217-820-9025
Fax: 217-498-7205
Email: leroy@coe-equipment.com
Office hours: 7:30 AM – 6:00 PM, Monday - Friday
After office hours: Call cell phone to troubleshoot and schedule appointments outside of office hours.

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Proposal Specifications

Order Qty	Part Number	Description
1	2115i-1024	2100i 1024 PD, 18" Vacuum, 15 yd Debris, Combo
1	010iSTD	Operator Station Curbside Toolbox
1	011iSTD	Aluminum Fenders
1	012iSTD	Mud Flaps
1	016iSTD	Color Coded Sealed Electrical System
1	019iASTD	Intuitouch Electronic Package
1	020iSTD	Double Acting Hoist Cylinder
1	025iASTD	Handgun Assembly
1	026iSTD	Ex-Ten Steel Cylindrical Debris Tank
1	030iSTD	Flexible Hose Guide
1	032iSTD	(3) Nozzles with Carbide Inserts w/Rack
1	045iSTD	Suction Tube Storage
1	046iSTD	1" Nozzle Pipe
1	048iSTD	10' Leader Hose
1	1001iSTD	Flat Rear Door w/Hydraulic Locks
1	1005iSTD	Dual Stainless-Steel Float Shut Off System
1	1011iSTD	Micro strainer Prior to Blower
1	1015iBFSTD	Fixed Rear Door Pipe Rack -8" Pipe
1	1016iSTD	Subframe Mounted -2 Pipe Rack -8"
1	1023iSTD	Lube Manifold, with Lube Chart
1	1024iSTD	Debris Body Vacuum Relief System
1	1031iSTD	Debris Deflector Plate
1	1033iSTD	60" Dump Height
1	1041iSTD	Debris Body-Up Message and Alarm
1	2001iSTD	Low Water Indicator On Screen w/Alarm and Water Pump Flow Indicator
1	2011iSTD	3" Y -Strainer at Passenger Side Fill with 25' Fill Hose
1	2022iSTD	Additional Water Tank Sight Gauge
1	2023iSTD	Liquid Float Level Indicator
1	3019iSTD	Digital Water Pressure Gauge
1	4006iSTD	Front Joystick Boom Control
1	4010iSTD	Boom Hose Storage
1	4017iSTD	Boom Out of Position Message and Alarm
1	5010iSTD	Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve
1	5011iSTD	3"Y -Strainer @ Water Pump
1	5015iSTD	Midship Handgun Coupling
1	5022iSTD	Side Mounted Water Pump
1	6005iDSTD	Digital Hose Footage Counter

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1	6007iSTD	Hose Reel Manual Hyd Extend/Retract
1	6009iSTD	Hose Reel Chain Cover
1	6017iSTD	Hydraulic Tank Shutoff Valves
1	6019iSTD	Rodder Pump Drain Valves
1	476506-30	600' x 1" Rodder Line, Shark, 3000 PSI
1	6020iBSTD	Hydraulic Extending 15" - Rotating Hose Reel - 1" x800' Capacity
1	7001iSTD	Tachometer/Chassis Engine w/Hour meter
1	7003iSTD	Water Pump Hour Meter
1	7004iSTD	PTO Hour Meter
1	7005iSTD	Hydraulic Oil Temp Alarm
1	7007iSTD	Tachometer & Hour meter/Blower
1	8000iSTD	Circuit Breakers
1	8025iSTD	LED Lights- Clearance- Back-up- Stop- Tail & Turn
1	9002iSTD	Tow Hooks- Front and Rear
1	9003iSTD	Electronic Back-Up Alarm
1	S390ASTD	8" Vacuum Pipe Package
1	S560STD	Emergency Flare Kit
1	S590STD	Fire Extinguisher 5 Lbs.
1	i110STD	Module Paint- DuPont Imron Elite - Wet on Wet
1	i124STD	Vactor 2100i Body Decal- Standard
1	1003i	Debris Body Flush out
1	1007i	6" Rear Door Butterfly Valve - 3:00 position
1	1009iA	Externally Mounted Trash Pump w/Floating Arm
1	1014iA	Centrifugal Separators (Cyclones)- 304 Stainless Steel
1	1015i	Folding Pipe Rack - Curbside -8" Pipe
1	1015iA	Folding Pipe Rack - Streetside -8" Pipe
1	1022i	Rear Door Splash Shield
1	2016i	Additional Water- 1300 Gal Total
1	3015i	Front Blower Controls
1	3017i	Blower High Temp Safety Shutdown
1	3020i	Digital Water Level Indicator
1	3021i	Digital Debris Body Level Indicator Tied to Vacuum Relief
1	4011iB	Belly pack Wireless Controls with hose reel controls- 2-way communications- and LCD Display
1	4013i	Rotatable Boom Inlet Hose
1	4014i	180 deg. 5 x 5 Extendable/Telescoping Boom
1	5002iA	80 GPM/2500 PSI Jet Rodder Pump
1	5008iB	Cold Weather Recirculator- PTO Driven- 25 GPM
1	5021iC	Hydro Excavation Kit - Includes Lances w/ Shield-Nozzles- Storage Tray- and Vacuum Tube
1	512459A-30	Vactor Standard Manual w/ Cloud Parts
1	6004iD	Rodder Hose Pinch Roller
1	6013i	Hydraulic Tool Package

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1	6014i	High Pressure Hose Reel
1	6019iA	Final Filter and Silencer Ball Valve Drains
1	6025iB	Hose Wind Guide (Dual Roller)- Auto- Indexing
1	6031i	Front Hose Reel Tool Storage
1	8001iJ	Rear Directional Control- LED Arrow board
1	8002iA	Wireless- Waterproof- Rechargeable- Handheld- LED Spot Light w/12V Charger
1	8004iE	Front Mounted- LED Beacon Light
1	8004iF	Rear Mounted- LED Beacon Light w/ Limb Guard
1	8020iL	14 Light Package- 14 Federal Signal Strobe Lights- LED
1	8024iA	Amber/Green Lights for Flashing Light Package
1	8028iA	Work lights (2), Self-Leveling Boom LED
1	8029i	Work lights (2)- LED- Rear Door
1	8029iB	Work light- LED- Hose Reel Manhole
1	8029iC	Work light- LED- Passenger Side
1	8029iD	Work light- LED- Driver Side
1	9021iB	Camera System- Front- Rear and Both Sides
1	9023i	Safety Cone Storage Rack - Drop in Style
1	9070iA	Toolbox- Front Bumper Mounted- 16 x 12 x 18 w/(2) LED Side Markers
1	9071iE	Toolbox- Behind Cab - 16w 30h x 96d
1	9072iC	Toolbox-Driver Side Chassis Frame 72w x 18h x 24d
1	CM-PAFT455A-2026-0 1	Chassis Modifications - 2026 Freightliner PAFT455A
1	V-LOGO-APPL.	Vactor Logos - Applied
1	WGR-RDP-PKG (80@2500)	Warthog 80 gpm @ 2500 psi
1	58929BFB-30	Nozzle, General Purpose, 30*,1”
1	25637C-30	Pipe Assembly, Alum, 36
1	16584-30	Quick Clamp, 8”
1	58932C-30	Hose Basket
1	PAFT455A-2026-E	Chassis - Tandem Axle - 2026 Freightliner 114SD SBA 6X4 - 455 HP Auto -66000 GVWR - EPA24

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Total Delivered Price

Unit Price:	$526,258.46
New Freightliner 114SD SBA 6x4 Chassis Price:	$157,780.21
Subtotal:	$684,038.67
Less Sourcewell Discount Member #34550 Contract #101221-VTR Maturity Date: 11/29/2026:	-$21,847.76
Subtotal:	$662,190.91
Less Trade In (19-03V-18186 Vactor 2115i-SE2 #S-33):	-$154,557.47
Title, License and Document Fee:	$600.00
Total:	$508,233.44

Price includes delivery and on-site operator training.
Tax, title and license are in addition to the unit price.
Price valid for 15 days.
Payment Terms: NET

PRICING DISCLAIMER: Any price increase as the result of force majeure, rising costs of components (including but not limited to material shortages) or government tariffs are not included in the quoted price and will be the financial responsibility of the customer. While we make every effort to present accurate pricing, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete, or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials.

Proposal Notes:

1. All prices quoted are in US Dollars unless otherwise noted.

This quotation becomes a contract for delivery and payment of the merchandise listed above only when signed by the Company and the customer or one of its officers.

Customer	Coe Equipment, Inc. Company
Customer Representative	Leroy Goewey Company Representative
Date	3/9/2026 Date

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Appendix 1: Warranty and Literature

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, IMPACT and Ramjet	10 years against metal water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 years against any factory defect in material or workmanship.
2100 Series, IMPACT and Guzzler only	5 years against leakage of debris tank, centrifugal compressor or fan housing due to rust-through
2100 Series, IMPACT and Ramjet	2 years - Vactor Rodder Pump
ALL Models starting with 21-09X-XXXXX and beyond	2 year- Electrical & Electronics (excludes Chassis components)

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended, nor intended, or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR A WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

GUZZLER

VACTOR MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364

VACTOR

9-1-2021

2026-163

THIS CHANGES EVERYTHING.

AGAIN.



VACTOR®
2100i

2026-163

THE NEW VACTOR® 2100i. SIMPLY BETTER.



intuitive. intelligent. innovative. individualized. incomparable.

026-163

These words describe the new Vactor 2100i. Add it all together and you have a machine that combines proven performance with a new level of simplicity and ease. With an emphasis on ergonomics, Vactor has engineered an array of innovations that together speeds work, reduces fatigue on your operators, and lets them focus on the work in front of them, not the machine behind them. Among the host of innovations you'll find on the 2100i are:

- New IntuiTouch™ single in-cab control screen for PTO/Transfer Case Activation that is as simple as pushing a button
- New IntuiTouch operator control station that features a singular, adjustable control panel for operator ease and comfort during all sewer cleaning functions
- New 7" easy-to-read screen at the operator's station to monitor critical data from the sewer cleaning system and chassis
- New optional wireless controls, including updated belly pack and handheld remotes featuring a view screen for monitoring key operational functions when working away from the truck
- New optional RDB 1015™ Rapid Deployment Boom telescopes out 10 feet and extends the debris hose down 15 feet minimizing the need for additional tubes, speeding and easing set-up and tear-down

The new 2100i is truly the evolution of a revolution that is not just easier to operate...it's easier on the operator

VACTOR 2100i. INTUITIVE IN EVERY WAY.

New IntuiTouch® one-touch in-cab controls redefine simplicity

- 7" touch screen control features backlit tactile buttons
- Includes controls and viewing screen for camera, lighting, recirculation and PTO/Transfer case activation
- One-Touch engagement to activate PTO and transfer case – allowing operators to gain control of all operational systems
- Operator can view the current operating mode, recirculation status, flows, pressures and more



New IntuiTouch control station puts all cleaning system functions into a single, simple control panel

- Articulating controls with up/down adjustment for individualized maximum comfort – articulation allows the control panel to adjust on a 90 degree arc for better access and screen visibility while operating the hose reel and boom
- All controls are consolidated into a single control panel including a 7" dashboard screen with glove-friendly tactile buttons featuring at-a-glance data for water pressure and flow, hose footage, chassis RPM, vacuum information, water level*, debris tank level* and more



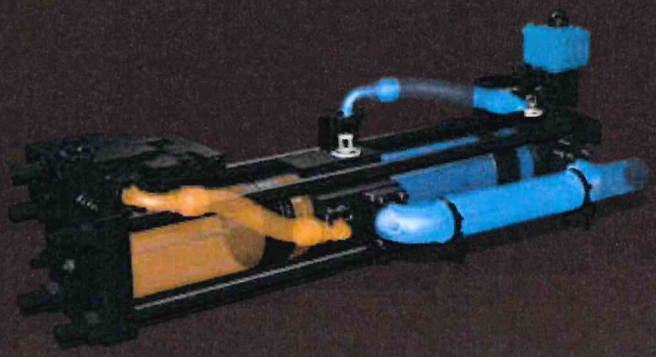
IntuiTouch®

- New, reliable touch buttons with backlit feedback enable the operator to know if a selected function is active
- The new hose reel joystick significantly improves response time and pays in and out in the direction of the hose reel
- The boom joystick has a telescoping feature built in, giving the operator full mobility with multiple direction boom movement for quicker set up
- Operators have full control of the water system via a single Multi-Flow control dial – enabling them to precisely match the flow and pressure to the job requirements
- E-stops located at all operator control points bring the unit to a safe condition to protect both the operator and the equipment

*Optional equipment

UP AND DOWN, FRONT AND BACK THE VACTOR 2100i OFFERS YOU GREATER OPERATING EASE AND EFFICIENCY.

- JetRodder® Water Pump
  - Uniquely designed for sewer cleaning, the JetRodder Water Pump provides smooth continuous flows through its entire operating range – ranges available from of 0 to 100 GPM and pressures up to 3000 PSI
  - Easily activated, powerful "Jackhammer" action for long runs or difficult blockages
  - The slow movements of its five moving parts make the Vactor JetRodder pump the industry leader in longevity and carefree maintenance
- Vactor's Multi-Flow system lets operators set the flow at a lower rpm resulting in better fuel economy without sacrificing performance
- Vactor's unique air-routing and filtration system get the work done faster, safer, and more productively
- All water valves are located in the same mid-ship control station, reducing the amount of walking back and forth around the truck by the operator
- The quieter engine design, high ground clearance, lower water fill point, and twist-and-lock pipe restraints enhance the operator experience
- The hose reel can telescope out up to 15 inches and rotate up to 270° for optimal positioning
- Vactor's water tank system is designed and built with high quality, high-strength light weight aluminum for maximum capacity and maintaining a low center of gravity – the tanks feature superior corrosion resistance and are backed by a 10-year standard warranty
- Unique Modul-Flex design provides for maximum capacities and optimum weight distribution on every truck
- Standard 60 inch (1524 mm) high dump enables you to unload debris into roll-offs up to 5-feet (1.524 m) high without requiring a lift or ramp







IntuiTouch articulated controls put controls within comfortable reach, allowing operators to better focus on their work



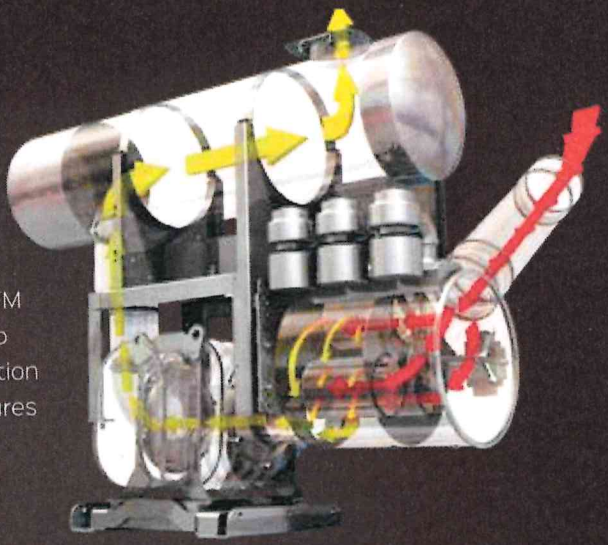
Vactor's centrifugal cyclones* are designed and located to improve air filtration and permit easier cleaning

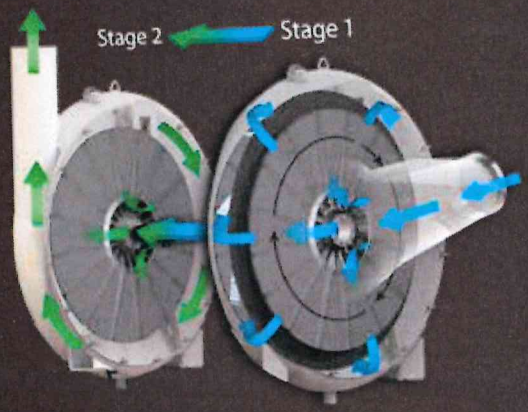
*Optional equipment

THE VACTOR 2100i COMES IN THE CONFIGURATIONS YOU NEED.

Our Positive Displacement (PD) model is ideal for pulling material long distances

With blower offerings providing inlet volumes in excess of 5000 CFM and 18 Hg vacuum, the Vactor 2100i PD is the machine you need to tackle your deepest pulls. In addition, our multi-stage blower filtration system is the most productive of its kind, and unique design features make the 2100i the most operator friendly unit available.





For all around service, choose a single engine, single or dual stage fan model

Vactor's fan system is the right choice for all-around sanitary and storm sewer cleaning. Whether equipped with a single or dual (for greater vacuum) fan system, our lightweight, perfectly balanced aluminum fan provides superior performance to handle your toughest jobs. Our unique system also minimizes energy consumption while maximizing performance.

Our water recycling model saves thousands of gallons of clean water every shift

Simple to operate, our self-cleaning system offers significant advantages:

- Absolute water filtration to 100 micron particle sizes eliminates most abrasive particles to protect the water pump, hoses, nozzles, and sewer lines
- 5-stage filtration system combines settling, centrifugal separation and absolute filtration to 100 microns
- Simultaneous operation recycles water while cleaning lines
- No moving parts in the body or tanks
- Never a need to enter a body or tank to maintain the system components

Water Recycling

CUSTOMIZE YOUR 2100i WITH PERFORMANCE DRIVEN OPTIONS.

Our RDB 1015 Rapid Deployment Boom RDB 1015™

Our revolutionary new boom telescopes 10 feet out and extends the debris hose down 15 feet speeding work, and, in many cases, eliminating the need for additional tubes, reducing operator fatigue. The RDB 1015 offers you:

- Dramatic reduction in set-up and tear-down time with boom's ability to pay-in and pay-out 15 feet of vacuum hose
- Reach greater depths without raising the position of the boom to enhance speed and efficiency
- The ability to work in areas of low overhead clearance without raising the boom and still reach needed depths



New wireless controls

Vactor has enhanced its wireless controls with new belly pack and handheld remotes that feature two-way data transmission, including active pressure and flow information for the water and the ability to monitor hose footage being paid out or retracted. Our wireless controls also allow:

- Extensive operation with greater control away from the fixed operator station
- Multiple control functions including hose reel control, boom control, e-stop and more



Over 100 precision-engineered enhancements are available, including:

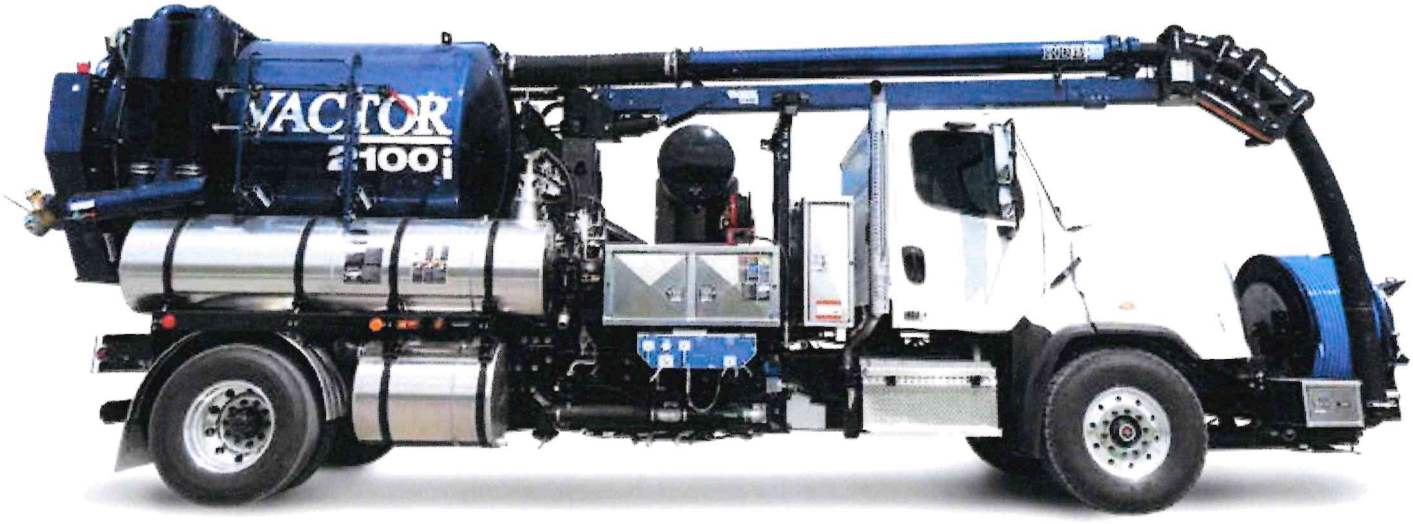
- Cold weather recirculation system
- Liquid debris pump-off system
- Debris flush-out system
- Fail-safe hydraulic door locking system
- Water tank capacity up to 1,500 gallons (5,678 L)
- Pump delivery system up to 120 gpm
- Hose reel capacity up to 1,000 ft. (305 m)
- Automatic hose level wind guide
- Safety warning lighting packages
- Hydro-Excavation Kits

Demo the new Vactor 2100i today.
Visit Vactor.com to find your local dealer.

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THE NEW VACTOR 2100i

Performance you expect from a proven leader.



For nearly half a century, Vactor® Manufacturing has been the leader in building combination sewer cleaners that offer innovations and design advantages that drive productivity, enhance operator performance and security, and bring operations large and small greater economy and efficiency. With the new Vactor 2100i, we have once again raised the bar, bringing you a new level of operating ease and greater control.

More than a manufacturer, Vactor offers you customized solutions featuring unmatched quality and backed by powerful support. When the rain is falling and the water is rising, Vactor is the brand you can trust.

Coe Equipment Inc.

5953 Cherry Street, Rochester, IL 62563 • P. 217.498.7200 • F. 217.498.7205 • www.coe-equipment.com

Serving Illinois & Missouri Since 1986 • All Sewer Cleaning & Vacuum Excavation Equipment

VACTOR®
Subsidiary of Federal Signal Corporation

vactor.com

Vactor Manufacturing, Inc. • 1621 South Illinois Street • Streator, IL 61364 USA
Phone 815.672.3171 • Fax 815.672.2779

Specifications subject to change without notice. Some products shown with optional equipment. Vactor®, JetRodder®, IntuiTouch®, RDB 1015™, and ParkNClean® are registered trademarks of Vactor Manufacturing. This product may be covered by one or more United States Patents and/or pending patent applications. See: www.vactor.com/patents. Vactor is a subsidiary of Federal Signal Corp. Federal Signal is listed in the NYSE by the symbol FSS.

Effective Date 6/20 P/N 00107-I ©2020 Vactor Manufacturing

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Appendix 2: Chassis Specifications

Prepared for:
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Phone: (573) 751-3685

Prepared by:
Matt Pace
TRUCK CENTERS, INC.
2280 FORMOSA RD.
TROY, IL 62294
Phone: 618-667-3454

SPECIFICATION PROPOSAL

Data Code	Description	Weight Front	Weight Rear	Retail Price
Price Level				
PRL-30D	SD PRL-30D (EFF:MY27 ORDERS)			STD
Data Version				
DRL-009	SPECPRO21 DATA RELEASE VER 009			N/C
Vehicle Configuration				
001-177	114SD PLUS CONVENTIONAL CHASSIS	7,934	6,476	$170,892.00
004-227	2027 MODEL YEAR SPECIFIED	480	-480	STD
002-004	SET BACK AXLE - TRUCK			($1,270.00)
019-004	STRAIGHT TRUCK PROVISION, NON-TOWING			STD
003-001	LH PRIMARY STEERING LOCATION			STD
General Service				
AA1-002	TRUCK CONFIGURATION			STD
AA6-002	DOMICILED, USA 50 STATES (EPA CLEAN IDLE LABEL OR NO CLEAN IDLE REQUIRED)			STD
99D-027	EPA CLEAN IDLE LABEL - (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR)			N/C
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE			N/C
A84-1GM	GOVERNMENT BUSINESS SEGMENT			N/C
AA4-002	LIQUID BULK COMMODITY			N/C
AA5-006	TERRAIN/DUTY: 10% (SOME) OF THE TIME, IN TRANSIT, IS SPENT ON NON-PAVED ROADS			STD
AB1-008	MAXIMUM 8% EXPECTED GRADE			N/C
AB5-003	MAINTAINED GRAVEL OR CRUSHED ROCK - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			N/C
995-1AE	FREIGHTLINER LEVEL II WARRANTY			
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs			
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs			
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 66000.0 lbs			

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Data Code	Description	Weight Front	Weight Rear	Retail Price
Truck Service				
AA3-034	SEWER/INDUSTRIAL VACUUM BODY			N/C
AF3-1DN	VACTOR			N/C
Engine				
101-26J	CUM X12 455V HP @ 1900 RPM, 1550 LB-FT @ 1000 RPM, 2000 GOV RPM, VOC	-390	-45	($635.00)
Electronic Parameters				
79A-070	70 MPH ROAD SPEED LIMIT			N/C
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT			N/C
79K-005	PTO MODE ENGINE RPM LIMIT - 900 RPM			N/C
79M-001	PTO ENGINE SPEED CONTROL DEACTIVATED BY SERVICE BRAKE LIGHTLY APPLIED (STATIONARY APPLICATIONS)			N/C
79P-013	PTO RPM WITH CRUISE SET SWITCH - 750 RPM			N/C
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH			N/C
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND			N/C
79V-001	FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY			N/C
79W-025	CRUISE CONTROL BUTTON PTO CONTROL AND ONE REMOTE PTO SPEED			N/C
79X-002	PTO SPEED 1 SETTING - 750 RPM			N/C
80G-003	PTO MINIMUM RPM - 750			N/C
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH			N/C
80S-014	PTO 1, NO SWITCH, TEM SUPPLIED REQUEST AND INTERLOCKS, WITH PTO CONNECTIONS, STATIONARY INTERLOCKS			N/C
80T-014	PTO 2, NO SWITCH, TEM SUPPLIED REQUEST AND INTERLOCKS, WITH PTO CONNECTIONS, STATIONARY INTERLOCKS			
Engine Equipment				
99C-024	EPA 2010/GHG 2024 CONFIGURATION			STD
13E-001	STANDARD OIL PAN			STD
105-015	OIL FILL AND DIPSTICK LOCATED FOR ENHANCED SERVICEABILITY			$225.00
014-1B5	SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED			$30.00
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
292-236	(3) DTNA GENUINE, FLOODED STARTING, MIN 3000CCA, 555RC, THREADED STUD BATTERIES			STD
290-017	BATTERY BOX FRAME MOUNTED			STD
281-001	STANDARD BATTERY JUMPERS			STD
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB			N/C
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			STD
289-001	NON-POLISHED BATTERY BOX COVER			STD
293-060	NON-ESSENTIAL POSITIVE LOAD DISCONNECT, LOCKING IN CAB CONTROL SWITCH MOUNTED OUTBOARD OF DRIVER SEAT	2		$270.00
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS	2		STD
107-048	CUMMINS NATURALLY ASPIRATED 25.9 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE			N/C
152-040	ELECTRONIC ENGINE INTEGRAL WARNING AND DERATE PROTECTION SYSTEM			N/C
128-004	CUMMINS INTEBRAKE BRAKE WITH HIGH MED LOW BRAKE			N/C
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25	$775.00
28F-014	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER			STD
239-200	INTEGRATED STACK AND B-PILLAR PIPE WITH MINIMUM STACK PROTRUSION ABOVE CAB			$75.00
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP			N/C
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK			STD
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL			STD
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING			STD
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION			STD
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP			STD
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD			$40.00
273-048	HORTON 2-SPEED DRIVEMASTER ADVANTAGE POLAREXTREME FAN DRIVE			$285.00

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	Data Code	Description	Weight Front	Weight Rear	Retail Price
	276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED			$20.00
	110-003	CUMMINS SPIN ON FUEL FILTER			N/C
	118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER			N/C
	120-998	NO COOLANT FILTER	-10		STD
*	266-057	1500 SQUARE INCH ALUMINUM RADIATOR			N/C
	103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT			STD
	171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT			STD
	172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES			STD
	270-016	RADIATOR DRAIN VALVE			N/C
	138-005	PHILLIPS-TEMRO 1500 WATT/115 VOLT BLOCK HEATER	4		$30.00
	140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR			N/C
	155-055	DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH	-45		N/C
Transmission					
*	342-1M3	ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	260	100	$13,690.00
Transmission Equipment					
	343-323	ALLISON VOCATIONAL PACKAGE 172 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS			N/C
	84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES			N/C
	84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			STD
	84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			STD
	84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
	84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
	84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84K-002	2ND GEAR ENGINE BRAKE ALTERNATE PRESELECT WITH MODERATE DOWNSHIFT STRATEGY			STD
84N-011	NEUTRAL AT STOP ENABLED			$420.00
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES			STD
84V-001	DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS			STD
84M-001	PUMP MODE INPUT ENABLED 3RD/4TH LOCKUP WIRED ON TCM INPUT AJ/BQ - ALLISON 5TH GEN TRANSMISSIONS			N/C
353-076	QUICKFIT BODY LIGHTING CONNECTOR AT END OF FRAME, WITH BLUNTCUTS			$530.00
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR			$95.00
362-2JV	(2) CUSTOMER INSTALLED CHELSEA 281 SERIES PTO'S			N/C
363-010	PTO MOUNTING, LH SIDE AND TOP RH SIDE OF MAIN TRANSMISSION ALLISON			N/C
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN			STD
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED			$365.00
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013			STD
370-011	WATER TO OIL TRANSMISSION COOLER, FRAME MOUNTED			STD
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK			STD
35T-001	ATF-SYNTHETIC AUTOMATIC TRANSMISSION FLUID			STD
Front Axle and Equipment				
400-1AC	MERITOR MFS-20-133A 20,000# FL1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE	260		$3,576.00
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10		N/C
403-002	NON-ASBESTOS FRONT BRAKE LINING			STD
419-023	CONMET CAST IRON FRONT BRAKE DRUMS			$8.00

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Data Code	Description	Weight Front	Weight Rear	Retail Price
409-006	FRONT OIL SEALS			STD
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			STD
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES			STD
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS			STD
406-001	STANDARD KING PIN BUSHINGS			STD
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	130		N/C
539-003	POWER STEERING PUMP			STD
534-003	4 QUART POWER STEERING RESERVOIR			N/C
533-001	OIL/AIR POWER STEERING COOLER			N/C
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE			$17.00
Front Suspension				
620-025	20,000# TAPERLEAF FRONT SUSPENSION	200		$1,507.00
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION			STD
62H-010	FRONT SUSPENSION WITH LEFT HAND OFFSET SHACKLE BRACKET	4		$79.00
410-001	FRONT SHOCK ABSORBERS			STD
Rear Axle and Equipment				
420-111	MERITOR RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE WITH PUMP		450	$4,398.00
421-456	4.56 REAR AXLE RATIO			N/C
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING			STD
386-075	MXL 18T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	-10	-10	$709.00
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES			STD
878-045	(1) INTERAXLE LOCK VALVE FOR TANDEM DRIVE AXLES			STD
87A-017	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH, DISENGAGE INTERAXLE LOCK WITH IGNITION OFF			N/C
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			STD
433-002	NON-ASBESTOS REAR BRAKE LINING			STD
434-003	STANDARD BRAKE CHAMBER LOCATION			STD
451-023	CONMET CAST IRON REAR BRAKE DRUMS			$87.00
440-006	REAR OIL SEALS			STD

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	Data Code	Description	Weight Front	Weight Rear	Retail Price
	426-112	WABCO TRISTOP-D LONGSTROKE 30/36 2-DRIVE AXLE SPRING PARKING CHAMBERS			$109.00
	428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS			$93.00
	41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE			STD
	42T-001	STANDARD REAR AXLE BREATHER(S)			STD
Rear Suspension					
	622-1CJ	HENDRICKSON RT463 @46,000# REAR SUSPENSION		750	$3,124.00
	621-015	HENDRICKSON RT/RTE - 6.00" SADDLE			($17.00)
	431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP			STD
	624-009	54 INCH AXLE SPACING		10	$245.00
	628-005	STEEL BEAMS AND BRONZE CENTER BUSHINGS WITH BAR PIN ADJUSTABLE END CONNECTIONS			N/C
	623-005	FORE/AFT CONTROL RODS			N/C
	439-001	REAR SHOCK ABSORBERS - ONE AXLE		40	$266.00
Pusher / Tag Equipment					
	429-998	NO PUSHER/TAG BRAKE DUST SHIELDS			STD
Brake System					
	490-1AU	WABCO 4S/4M ABS WITH TRACTION CONTROL WITH ATC SHUT OFF SWITCH			$232.00
	871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			STD
	904-001	FIBER BRAID PARKING BRAKE HOSE			STD
	412-001	STANDARD BRAKE SYSTEM VALVES			STD
	46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM			STD
	413-002	STD U.S. FRONT BRAKE VALVE			STD
	432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE			STD
	480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER			STD
	483-004	WABCO OIL COALESCING FILTER FOR AIR DRYER			$11.00
*	479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL			$35.00
		LOCATE AT FRAME STATION 4500.			
*	460-093	STEEL AIR BRAKE RESERVOIRS; CUSTOMER ACCEPTS TANKS MOUNTED PERPENDICULAR TO RAIL	10	10	$222.00
		MOUNT REAR OF AFTERTREATMENT. MOUNT REMA INING TANKS IN AFTERFRAME.			

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	Data Code	Description	Weight Front	Weight Rear	Retail Price
	477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS			STD
	485-045	METAL AIR MANIFOLD MOUNTED TO BACK OF CAB CROSSMEMBER WITH SIX 1/4 INCH PUSH TO CONNECT FITTINGS AND TWO 3/8 INCH FPT PORTS	5		$172.00
Trailer Connections					
	476-998	NO AIR HOSE HANGER			STD
Wheelbase & Frame					
	545-662	6625MM (261 INCH) WHEELBASE			N/C
	546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	770	140	$3,600.00
	547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	270	450	$2,250.00
	552-052	2225MM (88 INCH) REAR FRAME OVERHANG			N/C
	55W-008	FRAME OVERHANG RANGE: 81 INCH TO 90 INCH	-50	210	N/C
	549-110	9 INCH INTEGRAL FRONT FRAME EXTENSION	52		$1,435.00
	AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 195.28 in			
	AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 192.28 in			
	AE4-99D	CALC'D FRAME LENGTH - OVERALL : 403.11 in			
	FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 97.2 in			N/C
	FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 140.16 in			N/C
	AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 0.0 in			
	553-001	SQUARE END OF FRAME			STD
	550-001	FRONT CLOSING CROSSMEMBER			STD
	559-001	STANDARD WEIGHT ENGINE CROSSMEMBER			STD
	562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)			STD
*	572-067	STANDARD REARMOST CROSSMEMBER MOUNTED 960MM AFT OF REAR SUSPENSION CENTERLINE			N/C
	565-001	STANDARD SUSPENSION CROSSMEMBER			STD
Chassis Equipment					
	556-997	OMIT FRONT BUMPER, CUSTOMER INSTALLED SPECIAL BUMPER, DOES NOT COMPLY WITH FMCSR 393.203	-100		($294.00)
	585-998	NO MUDFLAP BRACKETS			STD
	590-998	NO REAR MUDFLAPS			STD

0000_163

Prepared for:
Ashten Lorts
MISSOURI DOT
830 MoDOT Drive
60524CO0258
JEFFERSON CITY, MO 65109
Phone: (573) 751-3685

Prepared by:
Matt Pace
TRUCK CENTERS, INC.
2280 FORMOSA RD.
TROY, IL 62294
Phone: 618-667-3454

	Data Code	Description	Weight Front	Weight Rear	Retail Price
	551-017	GRADE 8/CLASS 10.9 THREADED HEX HEADED FRAME FASTENERS INSTALLED WITH BOLT HEADS ON OUTSIDE OF FRAME			N/C
	44Z-002	EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE			STD
	605-1AB	D15-16004-000 CENTER PUNCH TO MARK CENTERLINE OF REAR SUSPENSION ON FRAME WEB			$35.00
Fifth Wheel					
	578-998	NO FIFTH WHEEL			STD
Fuel Tanks					
	204-156	100 GALLON/378 LITER ALUMINUM FUEL TANK - LH	20		$565.00
	218-006	25 INCH DIAMETER FUEL TANK(S)			STD
	215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS			STD
	212-007	FUEL TANK(S) FORWARD			STD
	664-001	PLAIN STEP FINISH			STD
	205-001	FUEL TANK CAP(S)			STD
	122-075	ALLIANCE FUEL FILTER/WATER SEPARATOR	15		N/C
	216-020	EQUIFLO INBOARD FUEL SYSTEM			STD
	20E-015	2 REAR AUXILIARY FUEL SUPPLY AND RETURN PORTS LOCATED ON LH FUEL TANK			$50.00
	202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			STD
*	221-009	FUEL COOLER MOUNTED RIGHT HAND IN RAIL			$293.00
		FUEL COOLER MOUNTED RIGHT HAND IN RAIL M OUNTED DIRECTLY BEHIND CAB.			
Tires					
	093-0TB	MICHELIN XZY-3 425/65R22.5 20 PLY RADIAL FRONT TIRES	196		$2,420.00
	094-2DE	MICHELIN X MULTI ENERGY D 11R22.5 14 PLY RADIAL REAR TIRES		160	$3,480.00
Hubs					
	418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS			STD
	450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS			STD
Wheels					
	502-1H5	ALCOA LVL ONE 82462X 22.5X12.25 10-HUB PILOT 4.68 INSET 10-HAND ALUMINUM DISC FRONT WHEELS	-8		$730.00

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	Data Code	Description	Weight Front	Weight Rear	Retail Price
	505-1HB	ALCOA 88167X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS		-248	$1,280.00
	524-022	POLISHED DISC SIDE FRONT WHEELS WITH DURA-BRIGHT FINISH			$170.00
	525-001	POLISHED REAR WHEELS; OUTSIDE OF OUTER WHEELS ONLY			$120.00
*	52M-004	FORCEMATCH TIRE/WHEEL RUNOUT CHECK/MARK AND STATIC BALANCING - ALL TIRES/WHEELS			$270.00
	496-011	FRONT WHEEL MOUNTING NUTS			STD
	497-011	REAR WHEEL MOUNTING NUTS			STD
	498-011	NYLON WHEEL GUARDS FRONT AND REAR ALL INTERFACES			$68.00
Cab Exterior					
	829-1A2	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB			STD
	650-008	AIR CAB MOUNTING			STD
	648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE			STD
	667-004	FRONT FENDERS SET-BACK AXLE			N/C
	754-017	BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS	10		$115.00
	678-018	LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT			$54.00
	645-002	BRIGHT FINISH RADIATOR SHELL/HOOD BEZEL			$253.00
	646-042	STATIONARY BLACK GRILLE WITH BRIGHT ACCENTS			$88.00
	65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE			$15.00
	644-006	FIBERGLASS HOOD WITH ACCESS HATCHES	10		$682.00
	652-001	FREIGHTLINER NAME PLATES			STD
	690-002	TUNNEL/FIREWALL LINER			STD
	727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK			($35.00)
	726-001	SINGLE ELECTRIC HORN			STD
	312-067	HALOGEN COMPOSITE HEADLAMPS WITH BRIGHT BEZELS			N/C
	302-047	LED AERODYNAMIC MARKER LIGHTS			STD
	311-019	HEADLIGHTS ON WITH WIPERS, WITH DAYTIME RUNNING LIGHTS			$12.00
	294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS			STD
	300-015	STANDARD FRONT TURN SIGNAL LAMPS			STD
	744-1BK	DUAL WEST COAST MOLDED-IN COLOR HEATED MIRRORS WITH LH AND RH REMOTE			STD

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	Data Code	Description	Weight Front	Weight Rear	Retail Price
	797-001	DOOR MOUNTED MIRRORS			STD
	796-001	102 INCH EQUIPMENT WIDTH			STD
	743-1AP	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS M0UNTED UNDER PRIMARY MIRRORS			STD
	74A-001	RH DOWN VIEW MIRROR			$21.00
	729-001	STANDARD SIDE/REAR REFLECTORS			STD
	677-053	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH PLAIN SHIELDING			STD
	275-071	PARK BRAKE REMINDER WARNING SYSTEM WITH ONLY LH DOOR OPEN			$10.00
	768-043	63X14 INCH TINTED REAR WINDOW			STD
	661-004	TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS			STD
	654-011	RH AND LH ELECTRIC POWERED WINDOWS			STD
	663-013	1-PIECE SOLAR GREEN GLASS WINDSHELD			STD
	659-006	8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITH FLUID LEVEL INDICATOR			$15.00
Cab Interior					
	055-019	RUGGED TRIM PACKAGE			STD
	707-107	GRAY & CARBON VINYL INTERIOR "RUGGED"			STD
	70K-020	CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)			STD
	706-013	MOLDED DOOR PANEL			STD
	708-013	MOLDED PLASTIC DOOR PANEL			STD
	772-006	BLACK MATS WITH SINGLE INSULATION			STD
	785-034	ASH CUP AND (1)LIGHTER, (1)12V POWER OUTLET, (1)DASH MTD DUAL USB-C OUTLET			$50.00
	691-001	FORWARD ROOF MOUNTED CONSOLE			STD
	693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS			STD
	738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY			STD
	742-007	(2) CUP HOLDERS LH AND RH DASH			STD
	680-029	M2/SD DASH			STD
	700-002	HEATER, DEFROSTER AND AIR CONDITIONER			STD
	701-008	STANDARD HVAC DUCTING WITH SNOW SHIELD FOR FRESH AIR INTAKE			$31.00
	703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH			STD
*	689-804	PREP KIT FOR CUSTOMER INSTALLED AUXILIARY HEATER, PLUMBING FROM ENGINE TO RAIL UNDER CAB WITH SHUTOFF VALVES			$300.00

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	Data Code	Description	Weight Front	Weight Rear	Retail Price
	170-019	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES			$37.00
*	724-001	AUXILIARY HEATER PLUMBING			N/C
	130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR			STD
	702-002	BINARY CONTROL, R-134A			STD
	739-034	PREMIUM INSULATION			$145.00
	285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES			STD
	280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM			STD
	324-1B2	PREMIUM LED CAB LIGHTING			$50.00
	787-998	NO SECURITY DEVICE			N/C
	657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME			STD
	78G-004	KEY QUANTITY OF 4			$18.00
	655-005	LH AND RH ELECTRIC DOOR LOCKS			STD
	740-998	NO MATTRESS	-20	-15	STD
	756-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WTIH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30		$320.00
	760-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION PASSENGER SEAT WTIH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	25	10	$355.00
	759-005	DUAL DRIVER AND PASSENGER SEAT ARMRESTS	8		$138.00
	711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS			STD
	758-014	BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER			($76.00)
	761-014	BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER			($70.00)
	763-102	HIGH VISIBILITY ORANGE SEAT BELTS			$26.00
	532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN			STD
	540-044	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES			($124.00)
	765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS			STD

Instruments & Controls

	106-002	ELECTRONIC ACCELERATOR CONTROL			STD
	732-998	NO INSTRUMENT PANEL-DRIVER			STD
	734-022	FULLY CONFIGURABLE CENTER INSTRUMENT PANELS			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK			N/C
870-002	BRIGHT ARGENT FINISH GAUGE BEZELS			STD
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM			STD
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE			STD
198-003	DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS			$45.00
721-001	97 DB BACKUP ALARM		3	$47.00
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES			STD
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY			STD
157-007	MANUAL REMOTE ENGINE STOP/START WITH PTO RE-ENGAGE			$81.00
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY			STD
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY			STD
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH			STD
844-001	2 INCH ELECTRIC FUEL GAUGE			STD
148-073	ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE			$134.00
48H-004	QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH BLUNTCUTS			$115.00
48C-003	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) UNDER CAB WITH CAP			$6.00
163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR			N/C
866-019	DIGITAL DUAL REAR AXLE TEMPERATURE IN DRIVER DISPLAY WITH SENSOR SHIELDS			$90.00
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE			STD
854-008	DIGITAL ENGINE OIL TEMPERATURE IN DRIVER DISPLAY			STD
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE			STD
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE			$30.00
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY			STD
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE			$60.00
736-998	NO OBSTACLE DETECTION SYSTEM			($4,324.00)
72J-998	NO DR ASSIST SYSTEM			N/C
49B-004	ELECTRONIC STABILITY CONTROL			STD
73B-998	NO LANE DEPARTURE WARNING SYSTEM			($1,080.00)
679-998	NO OVERHEAD INSTRUMENT PANEL			STD
35M-010	1 QUICKFIT PROGRAMABLE MODULE (QPM/XMC)	10		$780.00
786-113	GENERIC TELEMATICS PREWIRE (CONSTANT BATTERY POWER/IGNITION/GROUND/J1939); RP1226 TYPE CONNECTOR AT PASSENGER SIDE OF DASH END			$34.00
1U1-002	TOP OF DASH RAM MOUNT WITHOUT POWER OR GROUND, FOR CUSTOMER FURNISHED DEVICE			$60.00
746-143	7" B-PANEL INTERACTIVE TOUCHSCREEN DISPLAY RADIO W/ USB-C, APPLE CARPLAY, ANDROID AUTO, BLUETOOTH/AM/FM/SXM/WB, WITH MICROPHONE			STD
747-001	DASH MOUNTED RADIO			STD
750-002	(2) RADIO SPEAKERS IN CAB			STD
753-998	NO AM/FM RADIO ANTENNA			STD
749-998	NO CB RADIO MOUNTING PROVISION			STD
75W-002	SHARKFIN MULTI-BAND ANTENNA, RIGHT HAND BIAS ROOF MOUNTING LOCATION: AM/FM/WEATHERBAND, WIFI/BLUETOOTH, SDAR/SIRIUSXM, GNSS/GPS			STD
78C-003	INTEROPERABLE SDAR ANTENNA			STD
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER			STD
817-001	STANDARD VEHICLE SPEED SENSOR			STD
812-001	ELECTRONIC 3000 RPM TACHOMETER			STD
813-1C8	DETROIT CONNECT PLATFORM HARDWARE			STD
8D1-315	5 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT ON CUMMINS ENGINES			N/C
6TS-009	(2) TMC RP1226 ACCESSORY CONNECTORS: (1) LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL (1) CENTER OF BACKWALL/PASSENGER SIDE BAGGAGE COMPARTMENT			$45.00

2026-169

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Data Code	Description	Weight Front	Weight Rear	Retail Price
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP			STD
81Y-006	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS AND SERVICE BRAKES			$51.00
264-030	(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN			STD
883-998	NO TRAILER HAND CONTROL BRAKE VALVE			STD
842-006	DIGITAL TURBO AIR PRESSURE IN DRIVER DISPLAY			N/C
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY			STD
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY			STD
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS			N/C
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR			STD
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT			STD
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY			STD
87T-998	NO WRG/SW-OPTL #2,CHAS,AIR			STD
Design				
065-000	PAINT: ONE SOLID COLOR			STD
Color				
980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY			STD
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT			STD
963-003	STANDARD E COAT/UNDERCOATING			STD
Certification / Compliance				
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS			STD
Secondary Factory Options				
998-001	CORPORATE PDI CENTER IN-SERVICE ONLY			N/C
Sales Programs				
	NO SALES PROGRAMS HAVE BEEN SELECTED			

TOTAL VEHICLE SUMMARY

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Adjusted List Price

Adjusted List Price **	$215,786.00

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight+	10114 lbs	8036 lbs	18150 lbs
Total Weight+	10114 lbs	8036 lbs	18150 lbs

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

Other Factory Charges

PMV-024	GHG24 SURCHARGE - CUMMINS	$450.00
RD1-315	5 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT ON CUMMINS ENGINES	N/C
RD3-998	NO SAFETY EVENT VIEWER	($180.00)
RAG-020	CUMMINS TARIFF CHARGE - $205	$205.00
PAT-025	STEEL, ALUMINUM, AND CHINA TARIFF IMPACT FEE 108/114 SD AND M2 106/112	$1,500.00
R27-001	MY27 ESCALATOR	$3,750.00
P73-2FT	STANDARD DESTINATION CHARGE	$3,375.00

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(**) Prices shown do not include taxes, fees, etc... "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.

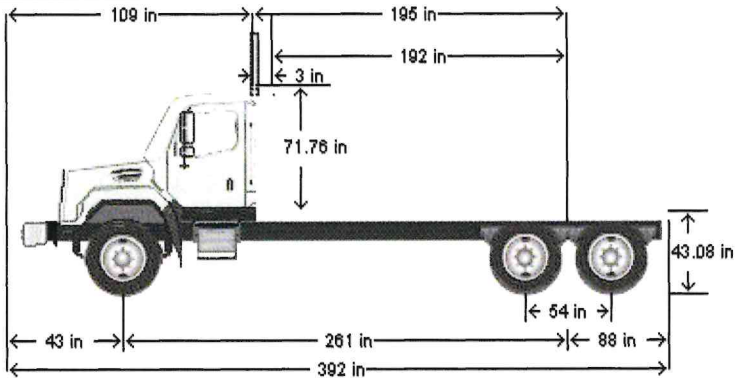
(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model 114SD
Wheelbase (545) ..... 6625MM (261 INCH) WHEELBASE
Rear Frame Overhang (552) ..... 2225MM (88 INCH) REAR FRAME OVERHANG
Fifth Wheel (578) ..... NO FIFTH WHEEL
- Mounting Location (577) ..... NO FIFTH WHEEL LOCATION
- Maximum Forward Position (in) 0
- Maximum Rearward Position (in) 0
- Amount of Slide Travel (in) 0
- Slide Increment (in) 0
- Desired Slide Position (in) 0.0

Cab Size (829) ..... 114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682) ..... NO SLEEPER BOX/SLEEPERCAB
Exhaust System (016) .....RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE
Cab to Body Clearance (in) 3.0

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TABLE SUMMARY - DIMENSIONS

Dimensions	Inches
Bumper to Back of Cab (BBC)	108.9
Bumper to Centerline of Front Axle (BA)	43.3
Front Axle to Back of Cab (AC)	65.6
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	195.3
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	192.3
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	282.9
Cab Height (CH)	71.8
Wheelbase (WB)	260.8
Frame Overhang (OH)	87.6
Overall Frame Length	403.1
Overall Length (OAL)	391.7
Rear Axle Spacing	54.0
Unladen Frame Height at Centerline of Rear Axle	43.1

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

Coe Equipment Inc.

Delivery Information

Please complete this form and return it with your signed proposal. Questions? Call Brittany at 217-498-7200.

Billing Information:

Name: _____ *Who is the best person to contact regarding billing?*

Street: _____ Contact Name: _____

City: _____ Contact Phone: _____

State: _____ Contact Email: _____

Zip: _____

Title Information: *Must be a physical address.*

Name: _____ *Who is the best person to contact regarding title work?*

Street: _____ Contact Name: _____

City: _____ Contact Phone: _____

State: _____ Contact Email: _____

Zip: _____

Title Mailing Information: *Where would you like your title to be mailed?* ☐ Same address as above.

Name: _____

Street: _____

City, State Zip: _____

Lein Holder Information: *Will there be a lein holder?* ☐ Yes ■ No

Company Name: _____ Street: _____

Contact Name: _____ City: _____

Contact Email: _____ State: _____

Contact Phone: _____ Zip: _____

Plate Information: *What type of plates do you need?*

Plate Type: ☐ Municipal ☐ Regular ☐ Mileage (need bond) ☐ Apportioned

0000 169

James O. Langfelder, Mayor
Nathan Bottom, Director

Phone: (217) 789-2255
Fax: (217) 789-2366

OFFICE OF PUBLIC WORKS

ROOM 201, MUNICIPAL CENTER WEST
CITY OF SPRINGFIELD, ILLINOIS 62701

MEMORANDUM

TO: Jim Peters
Purchasing Agent

FROM: Jason Hannah
Operations Coordinator/Sewer Department

DATE: March 5, 2026
RE: Vactor Truck

I am asking for your approval for a sole source contract with Coe Equipment Inc. of Rochester, Illinois to purchase a Vactor 2100i-1024 114SD SBA 6x4 sewer cleaning truck for the Office of Public Works.

The Office of Public Works Sewer Division currently has five (5) Vactors to maintain our sewer system. We try to purchase and replace our existing vactors approximately every eight years. We have found that the repair cost and trade-in values are the best on this time frame. Our Fleet Maintenance Facility has been trained on the repair of Vactor products and also keeps certain parts in stock to keep the fleet in top working order. Repairs beyond Fleet's expertise are done by Coe Equipment at their facility near Rochester.

We have reviewed and have had demonstrations of equipment from other manufacturers and have not identified additional benefits or actual cost savings by changing brands. If we purchased a comparable piece of equipment from another brand any cost savings would be lost in retraining costs for employees or down time from other manufacturers not having a local repair facility.

During our discussions, they proposed the trade-in of a 2019 Vactor Truck, then purchase a new Vactor with the equipment we specify. I have evaluated the cost benefit to make the purchase at this time, and have discussed this with Director Fuchs and received his agreement with the purchase.

I am requesting approval of the new Vactor truck on a sole source basis, not only for the cost benefit of the purchase at this time, but also for the compatibility and interchangeability with our other Vactor trucks. Coe Equipment has exclusive rights to sell Vactor equipment in this area.

If you have any questions, please call me at 789-2244 ext 5339.

2026-163

ORDINANCE FACT SHEET

REQUEST FORM NO: _____
DATE OF 1ST READING: _____

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

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

TYPE OF ORDINANCE: Sole Source **FISCAL IMPACT:** $508,233.44

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE PURCHASE OF A NEW VACTOR 2100i-1024 MODEL FROM COE EQUIPMENT. INC. AT A NET COST OF $508,233.44 AFTER TRADE-IN OF S-33 AN EXISTING 2019 VACTOR TRUCK, FOR THE OFFICE OF PUBLIC WORKS.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)
Quote - Sourcewell #101221-VTR

CONTRACTOR / VENDOR NAME: Coe Equipment, Inc. **VENDOR NO:** 0COE2200

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

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

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

[ ] Low Bid [ ] Other: _____ **Is Purchasing Agent approval required?** No [ ] Yes [x]
[ ] Low Bid Meeting Specs [✓] Exception: Joint Purchase **Is Purchasing Agent approval attached?** No [ ] Yes [x]
[ ] Low Evaluated Bid **Code Provision:** 38.50(3)(a)

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	1504	$508,233.44
2						
3						
4						

FUNDS CHECK BY: _____ **Date:** 03-09-2026
DIRECTOR / SUPERVISOR SIGNATURE **Date:** 9 MAR 26
CITY PURCHASING AGENT: _____ **Date:** 3/9/2026

COMMENTS

This ordinance will authorize the purchase of a Vactor truck 2100i-1024 Model while trading in a 2019 Vactor truck. This purchase has been budgeted for in FY27 and the appropriations are in place.

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

2026-165

2026-164

AN ORDINANCE AUTHORIZING AN INCREASE IN THE NUMBER OF CLASS "B" LIQUOR LICENSES BY ONE FOR GRAND EAST, LLC D/B/A GRAND FOOD MART LOCATED AT 436 S. GRAND AVENUE EAST.

WHEREAS, Grand East, LLC has applied for a Class "B" liquor license for the business known as Grand Food Mart located at 436 S. Grand Avenue East; 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:

3-31-26
Office of Corporation Counsel /Date

Requested By: Mayor Misty Buscher

ORDINANCE FACT SHEET
FOR LIQUOR LICENSES

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
04/7/2026	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Grand East, LLC d/b/a Grand Food Mart		
LOCATION:	436 S. Grand Ave East		
EMERGENCY PASSAGE: (Please check one)	YES	X	NO
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	New owners of 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.
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 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: _____ GEM _____

Mayor's Signature **Date**

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Tracking No 2026-164

AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "A" LIQUOR LICENSES BY ONE FOR GIETL ENTERTAINMENT, LLC D/B/A MISS KIMMEES / TOP GOLF SWING SUITES, LOCATED AT 4117 WABASH AVE.

WHEREAS, Gietl Entertainment, LLC has applied for a Class "A" liquor license for the business known as Miss Kimmees / Top Golf Swing Suites located at 4117 Wabash Ave.; 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 "A" 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

3-31-26
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET
FOR LIQUOR LICENSES

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
04/07/2026	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Gietl Entertainment LLC dba Miss Kimmees/Top Golf Swing Suites		
LOCATION:	4117 Wabash Ave.		
EMERGENCY PASSAGE: (Please check one)	YES	X	NO
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	New Business		

Column1	Column2	Column3	Column4
	AA	Tavern license with packaged sales	2:00 a.m.
I	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 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 GEL **Date**

C:\Users\NFallen\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\EG82R9M5\Increase Class A Miss Kemmees Top Golf Swing Suites.docx
Tracking No.

2026-165

2026-166

AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "D" LIQUOR LICENSES BY ONE FOR RADHE FOODMART, INC. D/B/A GRILL HOUSE 66, LOCATED AT 6009 S. 6TH STREET, FRONTAGE ROAD EAST

WHEREAS, Radhe Foodmart, Inc. has applied for a Class "D" liquor license for the business known as Grill House 66, located at 6009 S. 6th Street, Frontage Road East; 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

3-31-26
Office of Corporation Counsel/Date

2026-166

ORDINANCE FACT SHEET
FOR LIQUOR LICENSES

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
04/07/2026	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Radhe Foodmart Inc., d/b/a Grill House 66		
LOCATION:	6009 S 6th St/Frontage Road East		
EMERGENCY PASSAGE: (Please check one)	YES	X	NO
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	New 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 **Date**

2026-167

AN ORDINANCE AUTHORIZING AN INCREASE IN THE NUMBER OF CLASS "B" LIQUOR LICENSES BY ONE FOR S & S MART, LLC D/B/A S & S MART, LOCATED AT 430 E. STANFORD AVE.

WHEREAS, S & S Mart, LLC has applied for a Class "B" liquor license for the business known as S & S Mart located at 430 E. Stanford 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:

3-31-26
Office of Corporation Counsel /Date

Requested By: Mayor Misty Buscher

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

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
April 7, 2026	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	S & S Mart, LLC d/b/a S & S Mart		
LOCATION:	430 E Stanford Ave		
EMERGENCY PASSAGE: (Please check one)	YES	X	NO
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	New business wants package 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.
I	B	Packaged sales	2:00 a.m.
	B1	Packaged sales	10:00 p.m.
	C	Packaged beer and wine only	2:00 a.m.
	C1	Packaged beer and wine only	10:00 p.m.
	D	In conjunction with restaurant	2:00 a.m.
	E	In conjunction with restaurant - beer and wine only	2:00 a.m.
	F	Nightclub with packaged sales	2:00 a.m.
	F1	Nightclub - NO packaged sales	2:00 a.m.
	G	Clubs - NO packaged sales	2:00 a.m.
	H	Convention Center - NO packaged sales	2:00 a.m.
	I	Rental Halls - NO packaged sales	2:00 a.m.
	J	Golf Course / Club House - with packaged sales	2:00 a.m.
	K	Hotel - full service - with packaged sales	2:00 a.m.
	L	Hotel - limited service - NO packaged sales	2:00 a.m.
	M	Supper Club - NO packaged sales	2:00 a.m.
	N	Restaurants - Class E or D - beer & wine only as package	
	O	Movie theaters	2:00 a.m.

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

SIGN OFF: _____ _____

Mayor's Signature GEM **Date**

S:\Ordinance 2026\Increase Class B S&S Mart.docx

2026-167 Tracking No.

2026-168

AN ORDINANCE TO DECREASE THE NUMBER OF CLASS "D" LIQUOR LICENSES BY ONE FOR TKE 1 LOUNGE, LLC D/B/A AUNT LOU'S SOUL FOOD, LOCATED AT 524 E. MONROE

WHEREAS, Tke 1 Lounge, LLC currently holds a Class "D" liquor license for the business known as Aunt Lou's Soul Food located at 524 E. Monroe; and

WHEREAS, Tke 1 Lounge, LLC is relinquishing the Class "D" 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 "D" liquor licenses by one.

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

PASSED: _____, 2026

RECORDED: _____, 2026

ATTEST: _____
City Clerk Charles L. Redpath Sr.

SIGNED: _____, 2026

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

3-31-26
Office of Corporation Counsel/Date

Requested by: Mayor Misty Buscher

2026-168

ORDINANCE FACT SHEET
FOR LIQUOR LICENSES

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
04/07/2026	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	TKE 1 Lounge LLC dba Aunt Lou's Soul Food		
LOCATION:	524 E Monroe		
EMERGENCY PASSAGE: (Please check one)	YES	X	NO
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	Nonrenewal		

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

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Tracking No. 2026-168

AN ORDINANCE TO DECREASE THE NUMBER OF CLASS "AA" LIQUOR LICENSES BY ONE DUE TO CLOSURE OF BUSINESS BY WHISKEY JACKS SPORTS BAR, LLC D/B/A WHISKEY JACKS LOCATED AT 430 E. MONROE ST.

WHEREAS, Whiskey Jacks Sports Bar, LLC currently holds a Class "AA" liquor license for the business known as Whiskey Jacks located at 430 E. Monroe St. and desires to relinquish the Class "AA" liquor license; and

WHEREAS, the owner has closed the business; and

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

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

Section 1: That the City Council hereby approves a decrease in the number of Class "AA" liquor licenses by one.

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

PASSED: _____**, 2026**

RECORDED: _____**, 2026**

ATTEST: _____
City Clerk Charles L. Redpath Sr.

SIGNED: _____**, 2026**

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

3-31-26
Office of Corporation Counsel/Date

Requested by: Mayor Misty Buscher

ORDINANCE FACT SHEET
FOR LIQUOR LICENSES

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
04/07/2026	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Whiskey Jacks Sports Bar, LLC dba Whiskey Jacks		
LOCATION:	430 E. Monroe St.		
EMERGENCY PASSAGE: (Please check one)	YES	X	NO
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	Business closed		

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

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Tracking No.

2026-169

2026-170

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 JIFFI STOP #582 LOCATED AT 436 S. GRAND AVE.

WHEREAS, GPM Midwest, LLC currently holds a Class "B" liquor license for the business known Jiffi Stop #582 located at 436 S. Grand Ave.; and

WHEREAS, GPM Midwest, LLC d/b/a Jiffi Stop #582 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 Jiffi Stop #582 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:

3-31-26
Office of Corporation Counsel /Date

Requested By: Mayor Misty Buscher

2026-170

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

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
April 7, 2026	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	GPM Midwest LLC d/b/a Jiffi Stop #582		
LOCATION:	436 S. Grand Ave		
EMERGENCY PASSAGE: (Please check one)	YES	X	NO
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	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 #582.docx

Tracking No.

2026-170

2026-171

AN ORDINANCE TO DECREASE THE NUMBER OF CLASS "D" LIQUOR LICENSES BY ONE DUE TO CLOSURE OF BUSINESS BY UGLY RESTAURANT AND BAR, LLC D/B/A UGLY BAR AND RESTAURANT LOCATED AT 2312 WABASH AVE.

WHEREAS, Ugly Restaurant and Bar, LLC currently holds a Class "D" liquor license for the business known as Ugly Bar and Restaurant, LLC located at 2312 Wabash Ave. and desires to relinquish the Class "D" liquor license; and

WHEREAS, the owner has closed the business; and

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

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

Section 1: That the City Council hereby approves a decrease in the number of Class "D" liquor licenses by one.

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

PASSED: _____, **2026**

RECORDED: _____, **2026**

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Requested by: Mayor Misty Buscher

SIGNED: _____, **2026**

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

3-31-26
Office of Corporation Counsel/Date

2026-171

ORDINANCE FACT SHEET
FOR LIQUOR LICENSES

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
04/07/2026	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Ugly Restaurant and Bar, LLC dba Ugly Bar and Restaurant		
LOCATION:	2312 Wabash Ave.		
EMERGENCY PASSAGE: (Please check one)	YES	X	NO
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	Business Closed		

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

C:\Users\NFallen\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\EG82R9M5\Decrease Class D Ugly Restaurant and Bar_.docx
Tracking No.

2026-171

2026-172

AN ORDINANCE APPROVING THE APPOINTMENT OF WILLIAM MATSON TO 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, pursuant to Section 33.300 of the 1988 City Code of Ordinances, as amended, the Mayor with advice and consent of the City Council shall appoint members to the Police Community Review Commission to serve staggered terms; and

WHEREAS, Mayor Misty Buscher desires to appoint William Matson to the Commission to fulfill the resignation vacancy that will expire on December 17, 2028.

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

Section 1: That the City Council hereby approves the appointment of William Matson, to the Police Community Review Commission that will expire on December 17, 2028.

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:

3-31-26
Office of Corporation Counsel /Date

Requested by: Mayor Misty Buscher

ORDINANCE FACT SHEET
OFFICE REQUESTING: Mayor Buscher

REQUEST FORM NO:
DATE OF 1ST READING: 4/7/2026
CONTACT PERSON: Billy Fleischli
PHONE NUMBER: 789-2200

EMERGENCY PASSAGE: NO [X] YES [ ] If yes, explain justification.

TYPE OF ORDINANCE: Appointment to Commission **FISCAL IMPACT:**

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

SUGGESTED TITLE:

This ordinance is to appoint William Matson to the Police Community Review Commission

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

CONTRACTOR / VENDOR NAME: _____ **VENDOR NO:** _____

CONTRACT TERM _____ **CONTRACT #** _____ **Change in Scope YES** ☐ **NO** ☐

CONTRACT AMOUNT

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

Method of Purchase (check one)

☐ Low Bid
☐ Low Bid Meeting Specs
☐ Other: Exception: _____
☐ Low Evaluation 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**	**Source**	**Amount**

EXPENDITURE					
Fund	**Agency**	**Org**	**Activity**	**Object**	**Amount**

Funds Check By:	**Date:**
Director/Supervisor Signature:	**Date:**
City Purchasing Agent:	**Date:**

COMMENTS
PURSUANT TO THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, CHAPTER 33, SEC. 33.300, THIS ORDINANCE IS TO APPOINT WILLIAM MATSON, WHO RESIDES IN SPRINGFIELD, TO FILL A VACANCY. EXPIRATION 12/17/2028

SIGN OFF: _____ _____
(Mayor's Signature) GFM **(Director Of OBM)**

2026-172

2026-173

AN ORDINANCE APPROVING THE APPOINTMENT OF KAMAU KEMAYO TO 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, pursuant to Section 33.300 of the 1988 City Code of Ordinances, as amended, the Mayor with advice and consent of the City Council shall appoint members to the Police Community Review Commission to serve staggered terms; and

WHEREAS, Mayor Misty Buscher desires to appoint Kamau Kemayo to the Commission to fulfill the resignation vacancy that will expire on April 14, 2030.

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

Section 1: That the City Council hereby approves the appointment of Kamau Kemayo, to the Police Community Review Commission that will expire on April 14, 2030.

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:

3-31-26
_____
Office of Corporation Counsel /Date

Requested by: Mayor Misty Buscher

ORDINANCE FACT SHEET
OFFICE REQUESTING: Mayor Buscher

REQUEST FORM NO:
DATE OF 1ST READING: 4/7/2026
CONTACT PERSON: Billy Fleischli
PHONE NUMBER: 789-2200

EMERGENCY PASSAGE: NO [X] YES [ ] If yes, explain justification.

TYPE OF ORDINANCE: Appointment to Commission **FISCAL IMPACT:**

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

SUGGESTED TITLE:

This ordinance is to appoint Kamau Kemayo to the Police Community Review Commission

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

CONTRACTOR / VENDOR NAME: _____ **VENDOR NO:** _____

CONTRACT TERM _____ **CONTRACT #** _____ **Change in Scope YES** ☐ **NO** ☐

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

Method of Purchase (check one)

☐ Low Bid
☐ Low Bid Meeting Specs
☐ Other: Exception: _____
☐ Low Evaluation 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**	**Source**	**Amount**

EXPENDITURE					
Fund	**Agency**	**Org**	**Activity**	**Object**	**Amount**

Funds Check By:	**Date:**
Director/Supervisor Signature:	**Date:**
City Purchasing Agent:	**Date:**

COMMENTS
PURSUANT TO THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, CHAPTER 33, SEC. 33.300, THIS ORDINANCE IS TO APPOINT KAMAU KEMAYO, WHO RESIDES IN SPRINGFIELD, TO FILL A RESIGNATION VACANCY ON THE COMMISSION. THIS APPOINTMENT WILL EXPIRE 4/14/2030.

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

2026-173

2026-174

AN ORDINANCE APPROVING THE APPOINTMENT OF JOHN HERRING TO THE SPRINGFIELD DISABILITIES COMMISSION

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

WHEREAS, pursuant to Section 33.01 of the 1988 City Code of Ordinances, as amended, Mayor Misty Buscher, with the advice and consent of the City Council, desires to appoint John Herring to serve on the Springfield Disabilities Commission through February 23, 2029.

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

Section 1: That the City Council hereby approves the appointment of John Herring, to serve on the Springfield Disabilities Commission.

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

PASSED: _____, 2026

RECORDED: _____, 2026

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

Requested by: Mayor Misty Buscher

SIGNED: _____, 2026

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

3-31-26
Office of Corporation Counsel / Date

ORDINANCE FACT SHEET
OFFICE REQUESTING: Mayor Buscher

REQUEST FORM NO:
DATE OF 1ST READING: 4/7/2026
CONTACT PERSON: Billy Fleischli
PHONE NUMBER: 789-2200

EMERGENCY PASSAGE: NO [X] YES [ ] If yes, explain justification.

TYPE OF ORDINANCE: Appointment to Commission **FISCAL IMPACT:**

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

SUGGESTED TITLE:

This ordinance is to appoint John Herring to the Springfield Disabilities Commission

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

CONTRACTOR / VENDOR NAME: _____ **VENDOR NO:** _____

CONTRACT TERM _____ **CONTRACT #** _____ **Change in Scope YES** ☐ **NO** ☐

CONTRACT AMOUNT

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

Method of Purchase (check one)

☐ Low Bid
☐ Low Bid Meeting Specs
☐ Other: Exception: _____
☐ Low Evaluation 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**	**Source**	**Amount**

EXPENDITURE					
Fund	**Agency**	**Org**	**Activity**	**Object**	**Amount**

Funds Check By:	**Date:**
Director/Supervisor Signature:	**Date:**
City Purchasing Agent:	**Date:**

COMMENTS
PURSUANT TO THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES CHAPTER 33, SEC. 33.01, Springfield resident will be filling the vacancy for Susy Woods. Expiration 02/23/29

SIGN OFF: _____ _____
(Mayor's Signature) GBM **(Director Of OBM)**

2026-174

2026-175

AN ORDINANCE APPROVING AN AMENDMENT TO THE RULES OF PROCEDURE FOR THE CITY COUNCIL

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

WHEREAS, Ordinance Number 526-6-87 established the mayor/aldermanic form of government for the City of Springfield and provided that the City Council determine its own rules of procedure ("Council Rules") for meetings; and

WHEREAS, the Rules of Procedure were adopted by the City Council on May 15, 2007, pursuant to Ordinance No. 270-05-07; and

WHEREAS, it is in the best interest of the City Council to amend the Current Rules of Procedure as set forth on the attached herein.

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

Section 1: That the current City Council Rules of Procedure shall be amended as set forth on the attached herein.

Section 2: That the City Council Rules of Procedure, as amended and adopted herein shall be in effect until such time as they are amended or new rules of procedure are adopted in the manner provided by the City Council Rules of Procedure.

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

PASSED: _____, 2026

RECORDED: _____, 2026

ATTEST: _____
City Clerk Charles L. Redpath Sr.

SIGNED: _____, 2026

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

3-31-26
Office of Corporation Counsel/Date

Sponsored by: Mayor Misty Buscher

Alderman Shawn Gregory
Alderwoman Erin Conley
Alderman Jim Donelan

1. Authority

The ordinance establishing the Mayor/Aldermanic form of government for the City of Springfield provides that the City Council (hereinafter the "Council") shall determine its own rules of procedure for meetings. The following set of Rules shall be in effect upon their adoption by the Council and until such time as they are amended or new Rules are adopted in the manner provided by these Rules. Unless otherwise explicitly specified, these Rules shall also apply to Committee of the Whole meetings, and the term "Council" shall also be deemed to include the Committee of the Whole unless otherwise specified. In the event of a conflict between these rules and Ordinance 526-6-87, the Ordinance shall prevail.

2. General Rules

1. Open Meetings. All official meetings of the Council shall be open to the public except as otherwise provided for by the Illinois Open Meetings Act.
2. City Clerk. The City Clerk (hereinafter the "Clerk") shall attend all regular, special, and executive meetings of the Council unless excused, and shall keep the official journal (minutes) and perform such other duties as may be requested by the Council. The Clerk shall keep an account of all public proceedings of the Council, which shall be entered in a book constituting the official record of the Council. The journal of public proceedings shall be open to public inspection.
3. Quorum. A majority of the members of the Council or committee then holding office shall constitute a quorum and be necessary for the transaction of business. If a quorum is not present, those in attendance will be named and they shall adjourn to a later time.
4. Compelling Attendance. The Council may adjourn from day-to-day to compel the attendance of absent members.
5. Corporation Counsel. The Corporation Counsel shall attend all meetings of the Council unless excused and shall, upon request, give an opinion, either written or oral, on questions of law. The Corporation Counsel shall act as the Council's parliamentarian.
6. Officers and Employees. Department heads of the City shall attend the Council meetings when there is pertinent business from their departments on the Council agenda.
7. Rules of Order. On all points of order not herein specifically provided for by these Rules, Robert's Rules of Order is hereby adopted and made the law governing the deliberation of the Council and committees of the Council.

3. Types Of Meetings

1. Regular Meetings. The Council shall meet for regular meetings as established by ordinance.
2. Special Meetings. Special meetings may be called by the Mayor or by three members of the Council. The call for a special meeting shall be filed with the Clerk in written form, except that an announcement of a special meeting during any regular meeting shall be sufficient notice of such special meeting. The call for a special meeting shall specify the

day, the hour, and the location of the special meeting and shall list the subjects to be considered. No special meeting shall be held until at least forty-eight (48) hours after the call is issued. Only such business as was listed in the call for the special meeting may be transacted at the meeting. The Clerk shall post such notices of the special meeting as may be required by statute.

3. Adjourned Meetings. Any meeting of the Council may be adjourned to a later date and time, provided that no adjournment shall be for a longer period than until the next regular meeting.

4. Executive Sessions. Executive sessions or closed meetings may be held in accordance with the provisions of the Illinois Open Meetings Act. The Corporation Counsel shall attend all such closed meetings, which shall be tape-recorded by the Clerk.

5. Attendance of Media at Council Meetings. All public meetings of the Council and its committees shall be open to the media, freely subject to recording by radio, television, and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meetings.

4. Presiding Officer and Duties

1. Presiding Officer. For meetings of the City Council, ~~T~~the Mayor, if present, shall act as presiding officer at all meetings of the City Council. In the absence of the Mayor, the Mayor Pro Tem shall preside. In the absence of both the Mayor and Mayor Pro Tem, the Council shall elect a temporary Chairman Pro Tem.

   ~~1.~~ For meetings of the Committee of the Whole, the presiding officer shall rotate by ward each month, beginning with Ward 1, moving to Ward 2, and so forth, until the completion of all ten alderpersons being presiding officer, at which time, the presiding officer shall move from Ward 10 alderperson to Ward 1 alderperson, and the process shall repeat. The alderperson set to serve as presiding officer in the following month shall be deemed to be the Vice Chair, and shall preside in the absence of the presiding officer. In the absence of the presiding officer and the Vice Chair, the Council shall elect a temporary Chair Pro Tem.

2. Call to Order. The meetings of the Council shall be called to order by the ~~Mayor at the appointed hour or, in the Mayor's absence, by the Mayor Pro Tem. In the absence of both the Mayor and the Mayor Pro Tem~~presiding officer.~~,~~ In the absence of a presiding officer, the meeting shall be called to order by the Clerk for the ~~election of an alderman to act as a temporary chairman~~temporary presiding officer as set forth above.

3. Preservation of Order. The presiding officer shall preserve order and decorum, prevent attacks on personalities or the impugning of members motives, and confine members in debate to the question under discussion. Any member called to order by the presiding officer shall immediately cease speaking. If the member appeals the ruling of the presiding officer, then the Council shall vote on the ruling without debate.

2026-175

4. Points of Order. The presiding officer shall determine all points of order, subject to the right of any member to appeal to the Council. If any appeal is taken, the question shall be, "Shall the decision of the Presiding Officer be sustained?" If at least two-thirds (2/3) majority ~~(8 votes)~~ of the Council members then holding office vote in favor of the appeal, then the decision of the presiding officer is overridden.

5. Questions to be Stated. The presiding officer shall state all questions submitted for a vote and announce the result. A roll call vote shall be taken upon the request of any member, in the manner provided in Section 6.12 of these Rules.

5. Order of Business and Agenda

1. Perfunctory Sessions. The Clerk shall record all perfunctory sessions of the Council. The agenda for perfunctory sessions shall be as follows:

    1. Thirty minutes prior to a regularly scheduled Council meeting, the Clerk, or the Clerk's designee, shall appear in the Council Chambers and call the Council Chambers to order;

    2. The Clerk shall announce the first reading of the proposed ordinances and resolutions and read the proposed ordinances and resolutions by title;

    3. The Clerk shall announce the reading of the consent agenda and read the ordinances and resolutions assigned to the consent agenda pursuant to Section 6.9 of these Rules.

2. Order of Business. The general rule as to the Order of Business in regular meetings of City Council shall be as follows:

    1. Pledge to the flag;

    2. Call to order - roll call;

    3. Approval of financial report (once a month);

    4. Approval of the minutes;

    5. Incorporation of first reading of ordinances and resolutions and reading of consent agenda into the record;

    ~~6. Removal of ordinances and resolutions from consent agenda;~~

    ~~7.~~6. Consent agenda - final action;

    ~~8.~~7. Debate agenda - final action;

    ~~9.~~8. Ordinances and resolutions - emergency passage;

    9. ~~Other business~~Old Business;

    10. New Business;

11. Executive Session (if necessary)

12. Public forum addressing City business;

~~11.~~

13. Adjournment.

~~12.~~ The general rule as to regular meetings of the Committee of the Whole shall be determined as necessary by the Committee.

3. Agenda. The Clerk shall prepare an Agenda containing the order of business of each meeting, which shall list by topic, subjects to be considered by the Council. The Clerk shall deliver the Agenda to members of the Council at least forty-eight (48) hours preceding the meeting to which it pertains.

4. Right of Floor. Any member desiring to speak shall first address the presiding officer and shall proceed only after being recognized. The member shall confine his or her remarks to the subject under consideration or being considered by the Council.

5. Reading of Minutes. Unless a reading of the minutes of a Council meeting is requested by a member of the Council, such minutes may be approved without reading if the Clerk previously furnished each member with a copy thereof and has previously posted the minutes on the Clerk's bulletin board.

6. Presentation by Members of Council. The Mayor or any Council member may bring before the Council any business that he/she feels should be deliberated upon by the Council during consideration of ~~"other business."~~Old Business or New Business.

6. Ordinances, Resolutions, and Motions

1. Form. Ordinances and resolutions shall be presented to the Council only in printed or typewritten form.

2. Single-Subject Rule; Exceptions. No ordinance except an appropriation ordinance, an ordinance adopting or embodying an administrative or governmental code, or an ordinance adopting a code of ordinances, shall relate to more than one subject, which shall be clearly stated in its title.

3. Funding. All ordinances authorizing an expenditure of money shall include the exact source of the funds to be expended.

4. Approval by Office of the Corporation Counsel. All ordinances and resolutions shall be "Approved as to legal sufficiency" by the Office of the Corporation Counsel. Such approval shall be so indicated by signature on the last page of the ordinance before presentation to the Council.

5. Distribution of Ordinances. The Clerk shall prepare copies of all proposed ordinances for distribution to all members of the Council at least twenty-four (24) hours before the Council meeting at which the ordinance is to be introduced.

6. Introduction and First Reading. Any member of the Council, including the Mayor, may introduce an ordinance or resolution for consideration by the Council. An ordinance or resolution may be jointly sponsored by members of the Council. The proposed ordinance or resolution shall be filed in the Clerk's Office at least two business days prior to the Council meeting day at which the ordinance or resolution is to be first read. The Clerk shall schedule the ordinance or resolution for first reading at the next scheduled perfunctory session of the Council. The ordinance or resolution shall not be debated during first reading, except as provided in Section 6.11 of these Rules.

7. Committee of the Whole. The Committee of the Whole shall consist of all members then holding office on the Council except the Mayor. All ordinances or resolutions scheduled for first reading on the Agenda shall be assigned to the Committee of the Whole for review at its next regularly scheduled meeting.

8. Committee Review. The Committee of the Whole shall take such action as is necessary to review the ordinances and resolutions before the committee and may adopt such amendments as the committee deems appropriate for each ordinance or resolution. A majority vote of ~~six members of the ec~~committee shall be necessary to take committee action. If the committee takes action on an ordinance or resolution by recommending "to place on Consent Agenda~~approve~~" or "~~not to approve~~to place on Debate Agenda," the ordinance or resolution shall be submitted to the Council for final action at the next meeting of the Council, and the Clerk shall place the ordinance or resolution on the ~~Council Order of Business for final action~~Consent Agenda or Debate Agenda. If the committee takes no action on an ordinance or resolution, the ordinance or resolution shall remain on the committee agenda. However, any ordinance or resolution that remains in committee longer than 180 days from the date of initial assignment to the committee shall be removed from the committee's agenda, unless within the 180-day period, a majority of the committee agrees to extend the time period for consideration of the ordinance or resolution an additional 180 days.

9. Consent Agenda. The Committee of the Whole may assign any ordinance or resolution recommended for final action to the consent agenda, which shall be so designated by the Clerk. The consent agenda may be adopted by an omnibus vote of the Council. Any member of the Council, upon review of the consent agenda, may request an item be removed from the consent agenda and voted on separately by the Council.

10. Council Consideration for Final Action. Each proposed ordinance or resolution set for final action and not on the consent agenda shall be read again by title under the Council Order of Business "Debate agenda - final action," prior to the Council's consideration and vote. The Council shall undertake such debate as the Council deems necessary during its consideration.

11. Emergency Passage. Ordinances introduced at a Council meeting shall not be finally acted upon until at least the next official meeting, except that emergency ordinances may be acted on immediately, provided that any emergency ordinance is accompanied by a

written or oral explanation describing the nature of the emergency. An affirmative vote of at least two-thirds (2/3) majority ~~(8 votes)~~ of the members of the Council then holding office shall be required for the final passage of an emergency ordinance. Pursuant to Section 4-6 of the Ordinance providing for the Mayor/Aldermanic form of government for the City of Springfield ~~(~~§31.11 of the City Code of Ordinances~~)~~, the Mayor shall vote in those instances where an extraordinary majority is required to adopt the ordinance, resolution, or motion.

12. Recording of Votes. The ayes and nays shall be taken upon the passage of all ordinances and resolutions and entered upon the official record of the Council by the Clerk. The roll call vote may be taken by an electronic voting machine under the supervision of the Clerk provided, however, any alderman may request an oral roll call vote on any ordinance, resolution, or motion pending before the Council. Ordinances and resolutions may be consolidated and passed in an omnibus vote by the Council.

13. Majority Vote Required. The passage of all ordinances for whatever purpose, and of any resolution or motion (1) to create any liability against the City or (2) for the expenditure or appropriation of its money shall require the concurrence of a majority of all members then holding office on the Council including the Mayor, unless otherwise expressly provided by the Municipal Code or any other act or ordinance governing the passage of any ordinance, resolution, or motion. When any vote is called each Council member shall respond "yes (aye)," "no (nay)," or "~~abstain~~present." Those wishing to abstain from a vote shall cast no vote or respond "abstain."

14. Requirement for Removing Ordinance from Table. In the event a proposed ordinance or resolution is tabled by the Committee of the Whole, a two-thirds vote of the Council shall be necessary to remove it from the table for consideration.

15. Number Ordinances and Resolutions. Upon passage, the Clerk shall assign a number to each ordinance or resolution.

16. Ordinance Passage and Procedure. When passed by the Council, an ordinance shall be signed by the Mayor and be attested to by the Clerk and it shall be immediately filed and thereafter preserved in the Office of the City Clerk.

17. Requests for Ordinances and Legal Opinions. The Clerk, City Treasurer, or any member of the Council may request the Office of the Corporation Counsel to prepare proposed ordinances and resolutions. Such ordinances shall be placed on the Agenda of the next scheduled Council meeting, provided the ordinance can be drafted and distributed to members of the Council in accordance within the time frames set forth in Section 6.5 and Section 6.6 of these Rules. Any member of the Council may request written legal opinions relating to City business from the Office of the Corporation Counsel. Upon receiving requests for a proposed ordinance or a written legal opinion, the Office of the Corporation Counsel shall distribute the subject ordinance or written legal opinion to all members of the Council so that all members of the Council may be fully informed of the

status of City affairs. Any member of the Council may, for purposes of inquiry, request verbal opinion or advice on City legal matters directly from the Corporation Counsel.

18. ~~Fiscal Notes~~Fact Sheets. Prior to consideration by the Committee of the Whole, the ~~Office of Budget and Management~~responsible City department shall prepare a brief explanatory statement or note that shall include a reliable estimate of the anticipated change in expenditures or revenues to the City under its provisions and whether such expenditures or revenues shall be recurring in nature during future budget years, which shall be approved by the Office of Budget and Management. If an ordinance authorizes capital expenditures or appropriates funds for capital expenditures, a statement shall be prepared by the Office of Budget and Management specifying by budget year any principal and interest payments required to finance such capital expenditures. These statements or notes shall be known as "~~fiscal notes~~ordinance fact sheets." Prior to consideration by the Committee of the Whole, each proposed ordinance or resolution shall be accompanied by a fact sheet that shall include a summary of the proposed ordinance or resolution, the name of the contact person (who shall be the department director or the director's designee for the office requesting the proposed ordinance or resolution or the Alderman requesting the proposed ordinance or resolution), and the fiscal impact of the proposed ordinance or resolution, including the fiscal note, which fact sheet shall be executed by the sponsor of the proposed ordinance or resolution or the Council Coordinator, if the sponsor is an Alderman.

7. Creation of Citizen Committees, Boards, and Commissions

1. The Council may establish such boards, commissions, or agencies as it deems necessary or expedient as provided for in Section 5-3 of the Ordinance providing for the Mayor/Aldermanic Form of Government for the City of Springfield ~~(~~ and §33.002 of the City Code of Ordinances~~)~~.

8. Citizens' Rights

1. Addressing the Council. Any person desiring to address the Council shall first be recognized by the presiding officer. ~~Except for zoning matters and emergency ordinances, a~~All requests by members of the public to address the Council ~~during the Council's consideration of "Ordinances and resolutions - final action,"~~ shall be made to the Clerk in writing with the subject matter stated, not less than one (1) working day before the next scheduled Council meeting. ~~Persons addressing the Council shall limit their statements to five minutes unless further time is granted by the presiding officer. This Rule shall not apply to officers and employees of the City of Springfield, Illinois. Any other comments by the public pertaining to City business shall be made during the Council's Order of Business under "Public forum addressing City business."~~

2. Manner of Addressing the Council; Time Limit. Each person addressing the Council shall step up to the microphone, shall give his or her name and address in an audible tone of voice for the record, and~~, unless further time is granted by the presiding officer,~~ shall limit his or her address to five minutes. Time may not be yielded to other speakers.

~~2.~~ All remarks shall be addressed to the ~~Council as a body and not to any member thereof~~presiding officer. ~~No questions shall be asked the Council members, except through the presiding officer~~Neither the presiding officer nor members of the Council or staff shall be required to respond to or answer any questions posed. Comments must be limited to items on the Agenda or within the jurisdiction of the Council as determined by the presiding officer.

3. ~~Personal and Slanderous Remarks~~Prohibited Conduct. Persons appearing before the City Council or Committee will not be allowed to: (i) campaign for public office; (ii) promote private business ventures; (iii) use profanity or vulgar language or gestures; (iv) use language which insults, demeans, personally attacks, or defames any person (examples include, but are not limited to: racial attacks, personal slurs, name calling, and allegations of personal wrongdoing); and, (v) engage in behavior that intimidates others (examples include, but are not limited to: yelling, pounding the lectern, personal threats or other disruptive behavior).

~~3.~~4. Failure to Follow These Rules. The presiding officer may stop a person from speaking further or expel a person if the person engages in the prohibited conduct listed above or does not limit comments to items within the jurisdiction of City Council.~~Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous while addressing the Council may be requested to leave the meeting.~~ Any person who does not obey the request of the presiding officer to cease ~~using impertinent, slanderous, or insulting language or otherwise disrupting the meeting~~engaging in disruptive conduct shall be expelled by the presiding officer and directed to leave the meeting. If any member of the Council disagrees with the presiding officer's decision to expel a person, the member may request an override vote by the Council to allow the person to continue, which shall require a simple majority to pass.~~, after a motion by any member and majority vote of the Council, be expelled and directed to leave the meeting.~~ In addition to any other available remedies, persons who have repeatedly refused to abide by the public comment rules or whose actions are severe may be banned from attendance and making public comment for a period of time commensurate with the offense, after a motion by any member and a simple majority vote of the Council.

~~4. Reading of Protests. Interested persons, or their authorized representatives, may address the Council under the Order of Business entitled "Public forum addressing City business," for the reading of protests, petitions, or communications relating to any matter over which the Council has control if a majority of the Council members present agrees to let them be heard.~~

5. Written Communications. Interested parties, or their authorized representatives, may address the Council by written communication with regard to any matter concerning City business or over which the Council has control, or by addressing the Council Coordinator or Clerk, who shall distribute the written communication to Council members.

9. Suspension and Amendment of Rules

1. Suspension of Rules. Any provision of these Rules not governed by City Ordinance may be temporarily suspended by a two-third (2/3) majority vote ~~(8 votes)~~ of the members of the Council then holding office. Pursuant to Section 4-6 of the Ordinance providing for the Mayor/Aldermanic Form of Government for the City of Springfield ~~(~~§31.11 of the City Code of Ordinances~~)~~, the Mayor shall vote in those instances where an extraordinary majority is required to adopt an ordinance, resolution, or motion. The vote on any suspension shall be taken by ayes and nays and entered upon the record. The Rules and Order of Business shall not be suspended unless for a stated and specific purpose, and no other business shall be in order except the business for which the Rules were suspended. After disposing of the business for which the Rules were suspended, the Rules and regular Order of Business of the Council shall then be in force.

2. Amendment of Rules. These Rules may be amended, or new Rules adopted, by a two-thirds (2/3) majority vote ~~(8 votes)~~ of the members of the Council then holding office, provided that the proposed amendments or new Rules have been introduced into the record at a prior Council meeting. Pursuant to Section 4-6 of the Ordinance providing for the Mayor/Aldermanic Form of Government for the City of Springfield ~~(~~§31.11 of the City Code of Ordinances~~)~~, the Mayor shall vote in those instances where an extraordinary majority is required to adopt an ordinance, resolution, or motion.

10. Violations of Rules by Council Members

1. Purpose. The behavior and actions of individual Council members can affect, both positively and negatively, the perception of the entire Council and public confidence in the Council and the City. Therefore, each Council member has a vested interest in promoting the ethical and professional conduct of his/her fellow council members.

   In Order to foster an environment of ethical and professional conduct by all Council members, the Council adopts the following process to be implemented in the event a Council member(s) is alleged to have violated ~~the~~ federal ~~and~~ or state law, the City ~~Consetn~~ Consent Decree ~~decree~~, City of Springfield Code of Ordinances, City Council Rules of Procedure, or other applicable laws or regulations.

2. Policy. It is the policy of the City Council that all of its members abide by federal and state law, the City Consent decree, City of Springfield Code of Ordinances and City Council Rules of Procedure. Violation of such ~~law or policy~~laws or policies can subject the City to liability, affect the City's budget, resources, plans and timelines and undermine~~s~~ the effectiveness of the City Council as a whole. Such conduct is deemed to be subject to City Council (1) verbal reprimand or (2) censure.

   A censure is a formal resolution of the City Council reprimanding one of its members. Censure serves to formally put a censured City Council member on notice of the City Council's disapproval of conduct that has violated laws or policies. Censure carries no fine or suspension of rights of the member as an elected official, but ~~a censure~~it is a punitive action that serves as punishment for conduct violating applicable laws, rules or regulations. ~~However, c~~Censure should not result from an occasional error in judgment ~~which~~that occurs in good faith and is unintentional.

In order to protect the overriding principle of freedom of speech, the City Council shall not impose "censure" on any of its members for the exercise of his or her First Amendment rights no matter how distasteful the expression was to the City Council, official, employees or public. However, nothing herein shall be construed to prohibit the City Council from collectively expressing their strong disapproval of such remarks. The City Council shall not impose "censure" on any of its members for the violation of any law while criminal charges are pending. However, when criminal proceedings are final, the City Council need not be bound by the conclusion of the Court and may hold a "censure" hearing.

3. Procedure.

   1. A City Council member(s) may file a proposed resolution of censure against another City Council member with the City Clerk. The proposed resolution must be filed no later than one year from the date of discovery of the alleged violating conduct. The proposed resolution shall set forth the specific charges on which the proposed censure is based. A copy shall be delivered to all City Council members. A written response to the specific charges may be filed by the accused City Council member 10 days after receipt thereof. A copy of the proposed resolution of censure and response thereto shall be delivered to each City Council member within two days after response is filed.

   2. On the first regularly called meeting of the City Council~~, which complies with the Illinois Open Meetings Act,~~ after the filing of the proposed resolution and response, the City Clerk shall file and include the proposed resolution and response in the public record. The City Council, by majority vote, shall thereafter determine whether or not good cause shall exist to set a formal hearing on the merits of the proposed resolution of censure or dismiss the specific charges. A public hearing date and time shall be set on the specific charges by the City Council. A vote to hold a public hearing shall not be construed to be a vote of censure.

   3. The accused City Council member has a right to be represented by legal counsel and present witnesses relative to the specific charges at the public hearing.

   4. A public hearing on the specific charges and response shall be held at either a regular or special meeting of the City Council, which shall be open to the public.

   5. The City Council will hear evidence concerning the proposed resolution of censure. The City Council member(s) proffering the charges, as referenced in Section 2, paragraph A of these provisions, shall present evidence in support of the specific charges contained in the proposed resolution of censure. The City Council member who is the subject of the censure shall have the opportunity to present evidence to support his or her position with respect to the proposed resolution of censure. All evidence shall be presented at an open public meeting.

6. After the City Council hears evidence pursuant to Section 3, paragraph E of these provisions, the Council may (1) take no further action, (2) issue a verbal reprimand, or (3) adopt the censure resolution. A decision to censure must based on conduct found to be willful or intentional. A decision to censure requires a majority roll call vote of the City Council adopting a resolution that:

    1. Sets forth the specific charges;

    2. Finds there is substantial evidence in the record to support the specific charges alleged.

    3. Finds that the conduct supporting the censure was willful or intentional, and;

    4. Approves censure.

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
DATE OF 1ST READING: 4/4/2026

OFFICE REQUESTING: CITY COUNCIL **CONTACT PERSON:** GREGORY MOREDOCK
PHONE NUMBER: _____

EMERGENCY PASSAGE: No ■ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: AMENDMENT **FISCAL IMPACT:** $ _____

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

SUGGESTED TITLE:

AN ORDINANCE APPROVING AN AMENDMENT TO THE RULES OF PROCEDURE FOR THE CITY COUNCIL

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

THE CITY COUNCIL DESIRES TO AMEND AND ADOPT REVISIONS MADE TO THE RULES OF PROCEDURE

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

S\Excel\Forms__Blank Fact Sheet (REVISED)__ The information supplied on this form is not confidential information. Revised 5/10/04

2026-175

AN ORDINANCE AUTHORIZING PROVIDING NOTICE OF INTENT TO ESTABLISH A STATE TAX AND REVENUE (STAR) BOND DISTRICT AND AUTHORIZE A FEASIBILITY STUDY NOT TO EXCEED SEVENTY-FIVE THOUSAND DOLLARS ($75,000) TO EVALUATE THE POTENTIAL CREATION OF A TOURISM AND ECONOMIC DEVELOPMENT DISTRICT UTILIZING STAR BOND FINANCING IN SUPPORT OF THE "HISTORY ACROSS THE TRACKS" INITIATIVE, EAST–WEST DOWNTOWN DEVELOPMENT, AND FUTURE EXPANSION OPPORTUNITIES FOR THE BANK OF SPRINGFIELD CENTER

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

WHEREAS, the City of Springfield seeks to promote equitable economic development, tourism growth, and investment within historically significant areas of the City; and

WHEREAS, the City Council recognizes the importance of initiatives that highlight the cultural and historical legacy of Springfield's East Side, including the concept known as "History Across the Tracks," which seeks to preserve, interpret, and celebrate the heritage of historically Black neighborhoods, businesses, and cultural institutions; and

WHEREAS, the City Council further recognizes that communities located east of the historic railroad corridor have experienced generations of economic disinvestment and limited access to major tourism and destination-based development opportunities, despite their significant cultural and historical contributions to the City; and

WHEREAS, the City Council believes that exploring modern economic development tools may help attract new investment, strengthen local businesses, celebrate cultural heritage, and ensure future tourism growth benefits residents on both sides of the railroad tracks; and

WHEREAS, the City Council recognizes that the City's economy is strongly influenced by heritage tourism connected to the life and legacy of Abraham Lincoln, which attracts visitors from across the nation and around the world to sites such as the Abraham Lincoln Presidential Library and Museum and other historic destinations throughout the community; and

WHEREAS, strengthening connections between Downtown Springfield and the East Side may create new opportunities to expand tourism experiences, cultural attractions, restaurants, retail, and small business growth that benefit residents and visitors alike; and

WHEREAS, the City Council further acknowledges the importance of strengthening and expanding the City's tourism and convention infrastructure, including the Bank of Springfield Center, and recognizes that strategic development planning in surrounding areas may support future expansion opportunities and increased visitor activity; and

WHEREAS, the State of Illinois authorizes the use of Sales Tax and Revenue Bonds (STAR Bonds) as an economic development financing tool designed to attract major tourism destinations, entertainment venues, hotels, retail districts, and destination-based development projects; and

WHEREAS, STAR Bonds are structured so that future state and local sales tax revenues generated within a designated development district may be used to repay bonds issued to finance eligible project costs, allowing significant development projects to occur without reliance on traditional general obligation tax increases; and

WHEREAS, communities utilizing STAR Bond financing have successfully leveraged this tool to attract major tourism destinations, hundreds of millions of dollars in private investment, job creation, and long-term economic growth; and

WHEREAS, the City Council believes that exploring whether such a development strategy could be viable in Springfield represents a responsible planning effort to evaluate opportunities for tourism expansion, economic revitalization, cultural preservation, and inclusive development; and

WHEREAS, prior to the establishment of any development district or financing mechanism, the City Council finds it necessary and appropriate to conduct a comprehensive feasibility and economic impact study; and

WHEREAS, the corporate authorities may establish a STAR bond district within an eligible area inside the municipality; and

WHEREAS, interested municipalities must provide notice of intent to establish a district to the Illinois Department of Commerce and Economic Opportunity and the Illinois Department of Revenue by June 1, 2026.

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

Section 1: The City Council hereby authorizes the initiation of a tourism and economic development feasibility study to evaluate the potential creation of a development district utilizing STAR Bond financing subject to the following terms and conditions:

- The City shall provide funding in an amount not to exceed $75,000.00 for the purpose of conducting the feasibility study, including professional consulting services, economic analysis, planning services, and related work necessary to evaluate the proposed district.
- The feasibility study shall be conducted by the City's Office of Planning and Economic Development and shall include, but is not limited to:
    - Evaluating the economic feasibility of development initiatives within the study area.
    - Assessing tourism, cultural, and historical opportunities associated with the History Across the Tracks initiative.
    - Identifying opportunities to strengthen economic connectivity between Downtown Springfield and the East Side.
    - Exploring how development within the study area may support long-term growth and potential expansion opportunities for the Bank of Springfield Center.
    - Determining whether STAR Bond financing or other economic development tools may be viable for projects within the study area.
    - Identifying potential public-private partnerships and investment opportunities that align with the City's long-term economic development strategy.
- The district shall be bounded by Carpenter Street, 8th Street, Laurel Street, and Martin Luther King Drive.

Section 2: That this Ordinance is an exercise of home rule authority brought pursuant to Article VII, Section of the Illinois Constitution. The City of Springfield retains sole and exclusive authority and discretion pertaining to the bond proceeds and incentives generated within the boundaries of this STAR Bond District. No other unit of local government, including any county or special district, shall have the authority to redirect or control the bond proceeds or materially impact sales tax increment revenues backing the bonds generated within this STAR Bond District's boundaries in connection with any project contemplated under this ordinance, except as may be required expressly by state law or approved by the Springfield City Council.

The Springfield City Council shall retain authority to approve all projects, developments, financing, public-private partnerships, and expenditure of public funds contemplated within this proposed STAR Bond District. No development, incentive, or financial commitment shall be considered valid or binding without formal approval by the City Council.

All sales tax increment generated within the district and pledged or otherwise associated with STAR Bond financing or related economic development tools shall be subject to appropriation and oversight by the Springfield City Council and shall be used solely for purposes consistent with the approved development plan, state statutes governing STAR bond districts, and the City's adopted economic development policies.

Section 3: That the STAR Bond District shall remain under control of the City of Springfield and shall not be interfered with by other governmental units. The City shall be authorized to enter into intergovernmental agreements as necessary, but such agreements shall not authorize or permit material interference with the financial viability of the district, the generation or allocation of bond proceeds, sales tax increment, or revenues, or the implementation of approved development projects. Further, no other governmental units shall take actions that materially interfere with the sales tax increment backing any STAR Bonds issued within this Star Bond District.

Section 4: That the Office of Budget and Management is authorized to make payment not to exceed $75,000.00 to conduct a feasibility study authorized by this ordinance from account number 001-111-DEVL-DEVL-1218.

Section 5: 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:

4-1-26
Office of Corporation Counsel /Date

Requested by: Alderman Shawn Gregory

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
DATE OF 1ST READING: 4/7/2026

OFFICE REQUESTING: ALDERMAN SHAWN GREGORY **CONTACT PERSON:** _____
PHONE NUMBER: 217-789-2151

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: NOTICE OF INTENT **FISCAL IMPACT:** $75,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING NOTICE OF INTENT TO ESTABLISH A STATE AND REVENUE (STAR) BOND DISTRICT AND FEASIBILITY STUDY IN AN AMOUNT NOT TO EXCEED $75,000.00 TO EVALUATE THE POTENTIAL CREATION OF TOURISM AND ECONOMIC DEVELOPMENT DISTRICT UTILITIZING STAR BOND FINANCING IN SUPPORT OF THE "HISTORY ACROSS THE TRACKS" INITIATIVE

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	001	111	DEVL	DEVL	1218	
2						
3						
4						

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

COMMENTS

THIS ORDINANCE WILL AUTHORIZE A FEASIBILITY STUDY FOR A STAR BOND DISTRICT

SIGN OFF:

_____ (Mayor's Signature) _____ (Director of OBM)

S\Excel\Forms__Blank Fact Sheet (REVISED)__ The information supplied on this form is not confidential information. Revised 5/10/04

2026-176

AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "N" LIQUOR LICENSES BY ONE FOR ROUTE 66 MOTORHEAD BAR & GRILL, LLC D/B/A ROUTE 66 MOTORHEAD BAR & GRILL, LLC LOCATED AT 600 TORONTO ROAD

WHEREAS, Route 66 Motorhead Bar & Grill, LLC, has applied for a Class "N" liquor license for the business known as Route 66 Motorhead Bar & Grill, LLC located at 600 Toronto Road; and

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

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

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

Section 1: That the City Council hereby approves an increase in the number of Class "N" liquor licenses by one for Route 66 Motorhead Bar & Grill, LLC d/b/a Route 66 Motorhead Bar & Grill, LLC located at 600 Toronto Road.

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 Busher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested By: Mayor Misty Buscher

3-31-26
Office of the Corporation Counsel/Date

ORDINANCE FACT SHEET
FOR LIQUOR LICENSES

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
4/07/2026	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Route 66 Motorhead Bar & Grill, LLC d/b/a Route 66 Motorhead Bar & Grill, LLC		
LOCATION:	600 Toronto Road		
EMERGENCY PASSAGE: (Please check one)	YES	X	NO
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	Wants to add package liquor sales to restaurant license they currently have		

Column1	Column2	Column3	Column4
	AA	Tavern license with packaged sales	2:00 a.m.
	A	Tavern license - NO packaged sales	2:00 a.m.
	B	Packaged sales	2:00 a.m.
	B1	Packaged sales	10:00 p.m.
	C	Packaged beer and wine only	2:00 a.m.
	C1	Packaged beer and wine only	10:00 p.m.
	D	In conjunction with restaurant	2:00 a.m.
	E	In conjunction with restaurant - beer and wine only	2:00 a.m.
	F	Nightclub with packaged sales	2:00 a.m.
	F1	Nightclub - NO packaged sales	2:00 a.m.
	G	Clubs - NO packaged sales	2:00 a.m.
	H	Convention Center - NO packaged sales	2:00 a.m.
	I	Rental Halls - NO packaged sales	2:00 a.m.
	J	Golf Course / Club House - with packaged sales	2:00 a.m.
	K	Hotel - full service - with packaged sales	2:00 a.m.
	L	Hotel - limited service - NO packaged sales	200 a.m.
	M	Supper Club - NO packaged sales	2:00 a.m.
I	N	Restaurants - Class E or D - beer & wine only as package	
	O	Movie theaters	2:00 a.m.

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

SIGN OFF: _____ GEM _____

Mayor's Signature **Date**

C:\Users\NFallen\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\EG82R9M5\Increase Class N liquor license Route 66 Motorheads Bar Grill.docx

Tracking No.

2026-177

2026-178

AN ORDINANCE APPROVING A 12-MONTH RUN OUT PERIOD WITH LUMINARE HEALTH FOR CLAIMS PROCESSING AND ADMINISTRATIVE SERVICES THAT OCCURRED IN THE FY26 PLAN YEAR IN AN AMOUNT NOT TO EXCEED $265,732.46, FOR THE OFFICE OF HUMAN RESOURCES

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

WHEREAS, the City previously passed ordinance 358-10-20 authorizing a five-year contract with Luminare Health Benefits to serve as the Third Party Administrator and the Utilization Review Management Team for the City of Springfield's health insurance program for employees covered by collective bargaining agreements, for all employees not covered by collective bargaining agreements, and for retirees participating in the City of Springfield's health plan from March 1, 2021, through February 28, 2026, for a total amount not to exceed $1,245,888.00; and

WHEREAS, the City passed a subsequent ordinance 336-07-23 authorizing an additional $1,004,112; and

WHEREAS, the City desires to enter into a 12-month extension under RFP HR21-09 with Luminare Health for claims processing and administrative services for the prior plan year, effective March 1, 2026, through February 28, 2027; and

WHEREAS, a 12-month extension is required to provide these services in an amount not to exceed $265,732.46; and

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

Section 1: The City Council of the City of Springfield hereby approves a 12-month extension under RFP HR21-09 with Luminare Health for claims processing and administrative services that occurred in the FY26 plan year, in an amount not to exceed $265,732.46, for the Office of Human Resources.

Section 2: The Office of Budget and Management is hereby authorized to make payments to Luminare Health in an amount not to exceed $265,732.46 from the following accounts in accordance with the terms of the agreement.

Account:	**Amount:**
074-107-BMGT-HINS-1215	$ 265,732.46

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

PASSED: _____, 2026

RECORDED: _____, 2026

ATTEST: _____
City Clerk Charles L. Redpath Sr.

SIGNED: _____, 2026

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

4-1-26
_____
Office of Corporation Counsel /Date

Requested by: Mayor Misty Buscher

2026-178

12 Month Run-Out for Luminare - Estimated

Months 1-3

Type	Current Fee	Run-Out Charge	Enrollment on Last Invoice	Amount Due
Medical Administration	$ 16.87	125%	1,633	$ 103,307.66
Network: HealthLink	$ 7.20		1,593	$ 34,408.80
Network: PHCS	$ 4.30		40	$ 516.00
Sub-Total:				$ 138,232.46

Month 4 - 12 Estimated	Fee	Estimated Claims Using IBNR	
Each EOB	$ 25.00	5100*	$ 127,500.00

Total Estimated Fiscal Impact:	**$ 265,732.46**

*# of claims is estimated and final cost my fluctuate

2026-178

Run-Out Services Agreement

luminare health

Client Name: City of Springfield

Client Code: SP ECM

Renewal Date: 3/1/2026

Client Manager: Tim Redmond

Sr. Director: Brianne Wolff

Termination Date: 2/28/2026

VP of Client Mgmt: Kristin Rantala

General Account Information

Provider Network(s):	HealthLink; PHCS OOA
Pharmacy Benefits Manager:	MedImpact
Healthcare Management/Utilization Review:	Luminare Health HCM
Reinsurance Carrier(s):	Not Applicable
Transplant Vendor:	Optum
Other Vendors:	Archimedes

Coverages terminating? Yes

Would you like Luminare Health to provide Run-out Services? Yes

If yes, how many months of run-out services? 12 months

(we recommend alignment with timely filing)

Forwarding Information for Customer Service Calls

New Administrator		Aetna
	Phone Number	(833) 821-8558
New Network		Aetna
New HCM Vendor		Aetna
	Phone Number	(833) 821-8558
New UR Vendor		Aetna
	Phone Number	(833) 821-8558

Please provide the name and phone number to whom any precertification calls for hospital admissions should be forwarded. Failture to provide this information will result in such calls being referred to the Plan.

Pre-Cert Company		Aetna
	Phone Number	(888) 632-3862
New PBM Vendor		Aetna Rx
	Phone Number	(888) 792-3862

2026-178

Transition Reports

The following reports you receive can be continued during run-out. Please check the ones you wish to continue.

*Any reports not elected will be turned off upon termination. Reports selected will be turned off after run-out.

Existing report by name		Report Frequency		Continue During Run-Out
Weekly Check Register		Weekly		Yes
Monthly Check Register		Monthly		Yes
Refund Register		Monthly		Yes
Financial Summary		Monthly		Yes
Claims History		Monthly		Yes
Stop Loss reports		Quarterly		No

Additional Reports or Files

If additional reports are needed that are custom, the fee is $_ is **$500** per report.

If custom file feeds are requested, please note there will be a fee based on the program build.
Please provide the specifications for the custom report and/or file feed below:

Type of Report or File		Frequency of the Report or File		Vendor Requesting

Transparency in Coverage/No Surprises Act Reporting

Upon request only, we will provide you a report to support the D2 Spending by Category requirement.
We will not be filing any TIC/NSA Reports
Do you require the D2 Spending by Category report? Yes

Please document the recipients of the reports- if more than one person, please note which report(s)
They must be able to receive PHI and must be listed on your current Group Authorized Representative Form:

Name	Kelley Martin
Title	Benefits Senior Manager
Email	kelley.martin@springfield.il.us
Phone	217-789-2446 x6122

If additional reports or recipients are needed, please let your Client Manager know.

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Run-Out Fees

This document serves as the invoice for fees due. Payment in full is due prior to the termination date and before claims will be released post-termination date. Failure to remit fees within 30 days following termination will forfeit the Run-out agreement.

Upon return of Run-Out Agreement, Luminare will apply the fees to the NEXT check register

Type of Fee	Current Fee	Run-Out Charge	Enrollment on Last Invoice	Charged Months	Amount Due
Medical Administration	$16.87	125%	1,633	3	$103,307.66
		0%			
		0%		0	
Other					
*After 3 months, each additional EOB is $25 and is not included in the upfront Run-out calculation (months 4-12)					
Network Run-Out - HealthLink	$7.20		1,593	3	$34,408.80
Custom Reports/Files	$0.00				
Network Run-out PHCS	$4.30		40	3	$516.00
Other	$0.00				
TOTAL					$138,232.46

If the above information is to your satisfaction, please have the Summary page signed by an Authorized Representative and returned to Luminare within 30 days of your termination date, so we may begin working on any requested action items. It has been our pleasure working with you.

2026-178

luminare health

Summary and Signature

Client Name	City of Springfield
Client Manager	Tim Redmond
Termination Date	2/28/2026

Coverages terminating? Yes

Would you like Luminare Health to provide Run-out Services? Yes

If yes, how many months of run-out services? 12 months

Run-out Fees Due

TOTAL $138,232.46

Authorization and Signature for Termination of Services

Client Authorization:

Printed Name: Sarah Kink

Title: Director of Human Resources

Signature: Sarah Kink

Date 2/17/26

Luminare Health Benefits Authorization:

Printed Name: Kristin Rantala

Title: VP Client Management

Signature: Kristin Rantala

Date 2/18/26

2026-178

ORDINANCE FACT SHEET

REQUEST FORM NO:
DATE OF 1ST READING: 04/07/2026

OFFICE REQUESTING: Human Resources
CONTACT PERSON: Kelley Martin
PHONE NUMBER:

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

TYPE OF ORDINANCE:
FISCAL IMPACT: $265,732.46

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

SUGGESTED TITLE:

An Ordinance approving a 12-month run-out agreement with Luminare Health for claims processing and administrative services that occurred in the FY 26 plan year.

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

CONTRACTOR / VENDOR NAME: Luminare Health Benefits
VENDOR NO: VC0000008321
CONTRACT TERM: 03/01/2026 - 02/28/2027
CONTRACT # HR21-09
Change in Scope Yes [ ] No [X]

CONTRACT AMOUNT: $1,530,952.41 (Original amount if change order)
Change Order #
$265,732.46 **Additional Amount**

Method of Purchase (check one)
[ ] Low Bid
[X] Other: ~~EXTENSION~~ Run-out
[ ] 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	Source	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	074	107	BMGT	HINS	1215	$265,732.46
2						
3						
4						

FUNDS CHECK BY: C. Heinzel **Date:** 03/25/2026
DIRECTOR / SUPERVISOR SIGNATURE **Date:** 3/25/26
CITY PURCHASING AGENT: **Date:** 3-25-2026

COMMENTS

The City of Springfield will enter into a 12-month run-out agreement with Luminare Health for claims processing and administrative services for the prior plan year, effective March 1, 2026 through February 28, 2027.

Months 1–3 total $138,232.46, based on administrative fees and prior enrollment. Months 4–12 are estimated at $25.00 per EOB, with approximately 5,100 EOBs, totaling $127,500.00.
The total estimated fiscal impact is not to exceed $265,732.46.

SIGN OFF:

(Mayor's Signature) GEM (Director of OBM)

2026-178

2026-179

AN ORDINANCE AMENDING ORDINANCE 457-11-25 PERTAINING TO THE CONTRACT FOR AETNA TO PROVIDE DENTAL SERVICES FOR A THREE-YEAR PERIOD, FOR THE OFFICE OF HUMAN RESOURCES

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

WHEREAS, the City Council previously passed ordinance number 457-11-25 authorizing a four-year agreement with Aetna for dental insurance in an amount not to exceed $1,739,760.00 for City employees, retirees, and eligible dependents; and

WHEREAS, this amendment will change the term of the contract to a three-year agreement and will not result in any additional payment cost by the City or increase in premiums charged to employees; and

WHEREAS, it's in the best interest of the City to amend ordinance 457-11-25 contract with Aetna to a three-year period from March 1, 2026, through February 28, 2029.

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

Section 1: That the City Council hereby amends ordinance 457-11-25 contract with Aetna for dental insurance for a three-year period from March 1, 2026, through February 28, 2029. This amendment will not result in any additional payment cost by the City or increase in premiums charged to employees. The Mayor and City Clerk are authorized to execute any necessary documents on behalf of the City of Springfield.

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

PASSED: _____, 2026

RECORDED: _____, 2026

ATTEST: _____
City Clerk Charles L. Redpath Sr.

SIGNED: _____, 2026

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

3-31-26
Office of Corporation Counsel /Date

Requested by: Mayor Misty Buscher

2026-179

2025-456

AN ORDINANCE AUTHORIZING THE EXECUTION OF A CONTRACT WITH METLIFE, INC. TO PROVIDE VISION, BASIC LIFE, AND ANCILLARY PRODUCT LINES AND SERVICES FOR THE CITY'S SELF-INSURED HEALTH PLAN EFFECTIVE MARCH 1, 2026, THROUGH FEBRUARY 28, 2029, IN AN AMOUNT NOT TO EXCEED $603,696.00, AND AETNA TO PROVIDE DENTAL SERVICES IN THE AMOUNT NOT TO EXCEED $1,739,760.00 FOR VISION AND BASIC LIFE AND ANCILLARY BENEFITS, FOR THE OFFICE OF HUMAN RESOURCES

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

WHEREAS the Office of Human Resources sought proposals under RFP HR26-10 for the City's self-insured health plan to provide Vision Insurance, Dental Insurance, Basic Life, and AD&D Insurance, and Voluntary Ancillary Benefits for city employees, retirees, and eligible dependents; and

WHEREAS, MetLife, Inc. submitted the lowest responsible bids under proposal RFP HR26-10 for an amount not to exceed $603,696.00; and

WHEREAS, it is in the best interest of the City to accept the proposal from MetLife, Inc. to provide Vision Insurance, Basic Life, and AD&D Insurance, and Voluntary Ancillary Benefits and Aetna for Dental Insurance; and

WHEREAS Aetna submitted the lowest responsible bid for dental insurance in an amount not to exceed $1,739,760.00 for March 1, 2026, through February 28, 2030; and

WHEREAS, a copy of RFP HR26-10 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 acceptance of RFP HR26-10 with MetLife, Inc., to provide Vision Insurance, Basic Life, and AD&D Insurance, and Voluntary Ancillary Benefits for city employees, retirees, and eligible dependents from March 1, 2026, through February 28, 2029, for an amount not to exceed $603,696.00 and with Aetna for Dental Insurance in an amount not to exceed $1,739,760.00 for the period of March 1, 2026 through February 28, 2030. 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 MetLife, Inc. (VC*5924), for an amount not to exceed $603,696.00 and Aetna (VC*3991) in an amount not to exceed $1,739760.00.

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

PASSED: NOV 4, 2025

RECORDED: NOV 7, 2025

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

SIGNED: NOV. 6, 2025

Mayor Misty Buscher

Approved as to legal sufficiency:

10.17.25
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

S:\WPDOCS\Ordinances\HR\2025\RFP\Metlife, Inc - Vision, Basic Life, Ancillary Products & Aetna for Dental Insurance.docx
F.R. 10.21.25 - NF

2025-456
2026-179

457-11-25

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

CONTACT PERSON: Kelley Martin

OFFICE REQUESTING: Human Resources

PHONE NUMBER: (217) 789-2446

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

FISCAL IMPACT: See attached.

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING THE APPROVAL TO CONTRACT WITH METLIFE TO PROVIDE VISION, BASIC LIFE, ANCILLARY PRODUCT LINES AND SERVICES AND AETNA TO PROVIDE DENTAL SERVICES FOR THE CITY'S SELF-INSURED HEALTH PLAN EFFECTIVE MARCH 1, 2026.

CONTRACTOR / VENDOR NAME: METLIFE / AETNA **VENDOR NO:** _____

CONTRACT TERM: 03/01/2026 - 02/28/2029 **Change in Scope Yes** ☐ **No** ☑

CONTRACT AMOUNT: $2,343,456 (Original amount if change order) **Change Order #** _____ **Additional Amount** _____

Method of Purchase (check one)

☐ Low Bid
☐ Low Bid Meeting Specs
☐ Low Evaluated Bid
☑ Other: RFP
☐ 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	074	107	BMGT	HINS	1219	$2,191,731
2	074	107	BMGT	HINS	1260	$151,725
3				HINS		
4						

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

Summary Plan Description,

STAFF ANALYSIS

To authorize COS to enter into a contract with MetLife to provide Vision, Insurance, Basic Life and AD&D Insurance, and Voluntary Ancillary Benefits (Accident, Critical Illness, Hospital Indemnity, Cancer, LTD, and FMLA administration) services and AETNA for Dental Benefits for City employees, retirees and eligible dependents as part of the City's Health Care RFP from 3/1/2026 - 2/28/2029. MetLife & AETNA were selected as the recommended vendors for following a competitive pricing, access, administrative capabilities and member experience proposal. The proposals offers a strong pricing stability with 36 month rate guarantees, enhanced plan designs for vision, no change in premium ancillary rates.

ESTIMATED FINANCIAL IMPACT: (Detailed Attached)
Vision: $451,971
Basic Life: $151,725
Dental $1,739,760

Note: These figures are estimates. The above expenses are based off an estimated number of lives.

FUNDS CHECK BY: Courtney Heinzel Digitally signed by Courtney Heinzel Date: 2025.10.15 15:01:47 -05'00' **Date:** _____

DIRECTOR / SUPERVISOR: Ramona M Metzger Digitally signed by Ramona M Metzger Date: 2025.10.15 16:31:26 -05'00' **Date:** _____

CITY PURCHASING AGENT: Peters, James W. Digitally signed by Peters, James W. Date: 2025.10.15 16:04:51 -05'00' **Date:** _____

SIGN OFF: _____ (Mayor's Signature) GFM

Ramona M Metzger Digitally signed by Ramona M Metzger Date: 2025.10.15 16:32:15 -05'00'
(Director of OBM)

The information supplied on this form is not confidential information.

2025-456
2026-179

457-11-25

aetna Illinois Plan Sponsor Application

FOR GROUPS OF 101+ LIVES

Aetna Life Insurance Company Aetna Health Inc. Aetna Health Insurance Company

"Aetna Life Insurance Company, (herein called "Aetna") is the brand name used for products and services provided by one or more of the Aetna group of subsidiary companies.

Policy or group number (if applicable) (For Aetna use only) **270508**			
Company name (Legal name) **City of Springfield**			
Street address (PO box not acceptable) **300 South 7th Street Room 309**	City **Springfield**	State **IL**	ZIP code **62701**
Telephone number **(217) 789-2446**			
Parent Company name (if applicable)			
Nature of business **Governmental Unit**	SIC code	Federal tax ID number (if multiple provide on separate document)	Date business established (Month/Year):

The purpose of the application is to request:

- ☑ Issuance of new coverage
- ☐ Change in existing coverage
- ☐ Extension of existing coverage to additional eligible subscriber group(s) for coverage

Effective Date

The actual effective date will be assigned by Aetna if this application is accepted. Do not cancel your current coverage until you receive written confirmation from Aetna that it accepted your application.

Effective date
03/01/2026

If offering a health plan with a deductible, is the employer, plan sponsor or a third party funding any of the deductible?

☐ Yes – Please indicate how much: _____ ☐ No

Medical Coverage Selection

Aetna Life Insurance Company, Aetna Health Inc. and/or Aetna Health Insurance Company provide or administer medical coverage.

	For subscribers	For dependents	For retirees
Contributory	☐	☐	☐
Non-contributory	☐	☐	☐

If not already included in your plan, would you like to purchase optional coverage for medical treatment of temporomandibular joint disorder and craniomandibular disorder for an additional premium? ☐ Yes ☐ No

If not already included in your plan, would you like to purchase optional coverage/reimbursement for hearing instruments and related services for an additional premium for members 18 and older pursuant to 215 ILCS 5/356z.30a? ☐ Yes ☐ No

Vision Coverage Selection

Aetna Life Insurance Company provides or administers vision coverage.

Aetna Vision℠ Preferred	For subscribers	For dependents	For retirees
Contributory	☐	☐	☐
Non-contributory	☐	☐	☐

First American Administrators, Inc. provides certain claims administration services. EyeMed Vision Care, LLC ("EyeMed") provides certain network administration services.

All vision plans are available standalone or in addition to other Aetna coverage selections

2026-179

Dental Coverage Selection

Aetna Life Insurance Company provides or administers dental coverage.

	For subscribers	For dependents	For retirees
Contributory	☑	☑	☑
Non-contributory	☐	☐	☐

Members in AZ, CA, GA, MA, MD, MO, NC, NJ and TX must either live or work within the approved DMO® service area to be eligible to enroll in the DMO®.

All dental plans are available standalone or in addition to other Aetna coverage selections

General Enrollment - Subscriber Information

Eligibility

Eligibility will be determined by the employer in accordance with applicable laws and regulations. Eligibility will be accepted by Aetna as passed by the employer or the exchange as applicable.

Applicant will utilize electronic enrollment (check one): ☑ Yes ☐ No

This application includes the following member employers. (Any entry in conflict with applicable law cannot be included.) (Please attach additional sheets as needed.)

_____ Located at _____

_____ Located at _____

_____ Located at _____

All eligible subscribers of the plan sponsor are eligible to participate in the coverage applied for, except the following:

(*State here, by coverage, the class or classes excluded*). (*Please attach additional sheets as needed.*)

Average number of employees in prior calendar year

Calculate the average number of employees you employed for the entire previous calendar year. **Here's who you need to include:**

- Employees in the calendar year prior to your policy effective date
- All employees – they do not need to be eligible for insurance coverage
- All employees for whom the company issues a W-2. This includes full-time, part-time, temporary, seasonal, salaried, and hourly workers
- If you have multiple locations, include employees in all company locations
- If you have multiple corporate entities, include employees in all entities that are considered a single employer under Section 414 of the Internal Revenue Code (subsection (b), (c), (m) or (o))

How to calculate:

1. Count the number of employees for each month
2. Add each month's total to get an annual total
3. Divide the annual total by 12 (or divide by the number of months you had employees).
4. Round up or down to the nearest whole number (examples: 24.6 = 25 or 24.4 = 24)
5. Enter this number in the box to the right

Employer Waiting Period

Federal law prohibits group health plans and health insurance issuers from requiring any eligible plan participants and beneficiaries (employees and dependents) to wait more than 90 days before their health coverage goes into effect.

This prohibition applies to the employer/plan administrator and the insurance company. I understand that if either party doesn't comply with the waiting period requirement, both the employer/plan administrator and insurance company are subject to penalties.

I agree to provide Aetna with the effective date information of the plan participants and beneficiaries which takes into account the eligibility conditions and waiting period requirements under federal law.

Aetna will use the information provided to enroll plan participants and beneficiaries in the employer's group health insurance coverage. In the event this information changes, the employer shall inform Aetna immediately.

Billing/Payment Agreement Section

I agree to receive my bill electronically or by US Postal Service each month. For online billing, please visit: http://www.aetna.com/pspregister.

Any contractual provisions related to non-payment of premium continue to be applicable. I understand and agree to the terms set forth in this agreement. By signing below, I represent that I am authorized to sign this agreement.

For electronic access: I agree that each subscriber will agree to terms associated with the issuance and use of their password and system access. An individual's password may be used only by that individual to access the system and may not be shared for any reason. Each individual is personally responsible for the information entered into the system. Any individual to whom a password has been issued agrees to contact Aetna immediately if they become aware of a security breach.

A security breach is:

- An attempt to gain unauthorized access
- Actual unauthorized access
- Use of unauthorized information
- Disclosure of unauthorized information
- Modification of unauthorized information
- Destruction of unauthorized information
- Unauthorized interface with system operation

Acknowledgment Section

I hereby apply for the coverages indicated above. I certify that all information in this application is accurate and complete.

The Applicant agrees to the following:

- This Application and the following plan documents detail the terms of coverage:
  - Group policy/group agreement
  - Certificate of coverage
  - Schedule of benefits
  - Riders and amendments
- The documents detail all the terms of the coverage including:
  - What the plan covers
  - What the plan excludes
  - What limits the plan has
- If there is a conflict between the plan documents and any benefits comparison, summary or other coverage description, the plan documents will govern.
- Unless otherwise specifically provided in the group policy/group agreement only the following are eligible for coverage:
  - Bona fide, full-time employees, regularly performing the duties of their occupation, *or*
  - Eligible retirees/former employees.
- I am responsible to select, in accordance with applicable state law, the plans offered to my employees and the contribution amounts.
- I acknowledge that Aetna provided written information that I used in selecting the plans. Brokers, agents or consultants are not authorized to modify the terms of the offer or to agree to changes. All material terms of plan coverage are set forth in the plan documents.
- The availability of a plan or program may vary by geographic service area. Some benefits are subject to limitations or maximums. Aetna does not provide health, dental or vision care services and it cannot guarantee any results or outcome.
- I understand Aetna will rely on the information I provide to determine:
  - Eligibility for coverage
  - Setting premium rates
  - Compliance with applicable laws
- Any material misrepresentation or fraudulent statement may result in:
  - Rescission of coverage under the group policy/group agreement
  - Rescission of the group policy/group agreement
  - Termination of coverage
  - Increase in premiums
  - Fines
  - Civil damages
  - Imprisonment
- I understand and agree that, with the exception of members of the CVS Health family of companies (which includes CVS Pharmacy, CVS Caremark Mail Service Pharmacy, MinuteClinic and CVS Specialty Infusion Services), all other participating providers and vendors are independent contractors and are neither agents nor employees of Aetna or its affiliates. We cannot guarantee the availability of any particular provider outside of our corporate family and the providers in our network may change. We also do not guarantee any results or outcome of a health or dental care service. Notice of any change shall be provided in accordance with applicable state law.

Continued on next page

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Acknowledgment Section *(Continued)*

As of my participation date:

- I agree to make all Aetna plan related paper or online member documents available to my employees.
- I agree to make payroll and other records, directly related to employee's plan coverage, available to Aetna for inspection. This will occur after a reasonably advanced request at:
  - Aetna's expense
  - My office during regular business hours

  This provision shall survive termination of plan coverage and the applicable plan documents.
- Aetna may inspect all data that has bearing on coverage or premiums while the plan coverage is in force.
- I agree to keep copies (paper or electronic) of actual enrollment forms. I agree to maintain a reasonably complete record of enrollment and eligibility information (via electronic, interactive voice response technology and/or hard copy format), including:
  - Evidence of coverage elections
  - Evidence of eligibility
  - Changes to such elections and terminations

  Records must be available to Aetna upon request and retained for seven years.
- Aetna reserves the right to audit documentation as evidence of business activity at any time in order to:
  - Validate compliance with eligibility and underwriting guidelines
  - Validate the applicability of state and federal laws

  I understand that my failure to comply with any such request may also result in termination of coverage, increase in premiums, or other consequences.
- If enrolling electronically, I agree to create and maintain records on secure information systems that can generate hard copies of enrollments or changes maintained on electronic information systems. Any hard copy records generated pursuant to this provision shall contain the same information as the online versions.
- I agree that all enrollment and eligibility information presented to Aetna is accurate and timely updated. I acknowledge that Aetna can and will rely on such information in determining whether an individual is eligible for benefits under the plan. I agree to pay Aetna promptly any applicable back premiums as a result of a discrepancy between the enrollee information and the actual information presented by the enrollee. The premium due to Aetna starts accruing as of the date on which the enrollee's information changed.
- Insured plans must either:
  - Use Aetna-supplied forms in paper format or electronic format, or
  - Agree to incorporate the following four points into any enrollment materials:
    - Names of the Aetna company offering the insurance coverage
    - State-specific fraud warning statement
    - A statement that the terms of the insurance documents will govern the member's rights and responsibilities
    - An acknowledgment that participating providers are not agents or employees of Aetna and that network composition can change
- I am responsible for adhering to both state and federal laws and regulations when submitting terminations to Aetna.
- If otherwise permitted, when retro-terminations are submitted, Aetna will regard the submission as verification that no premium/contribution was paid by the member/dependent for that period.

All statements in this application are representations and not warranties.

Intentional misrepresentation: Any person who knowingly and with intent to defraud any insurance company or other person files an enrollment form for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicant (company name) **City of Springfield**		
Authorized applicant signature	Official title	
Print name of authorized applicant GSA		Date

Please keep a copy of this application for your records.
If Aetna accepts this application, it becomes part of the issued group agreement and/or group policy.

Agent/Broker Certification

I hereby certify that:

- Any information I am aware of that may have bearing on this risk has been disclosed in this application by the applicant
- I will advise Aetna immediately if I become aware of new information of this nature not previously disclosed
- I have explained the details of the coverage applied for to the applicant and have complied with underwriting rules and regulations applicable to the product
- I have advised the applicant not to terminate any existing coverage until receiving written notice from Aetna that the coverage being applied for by this application is accepted

Broker name		National producer number
Agency name		Tax ID number
Address		Pay compensation to (check one) ☐ Broker ☐ Agency
City		Telephone number
State	ZIP	% of credit
Signature		Date
Broker admin assistant name		Broker email
Admin email		

I hereby certify that I am licensed to sell Aetna products in the state of Illinois.

Broker name		National producer number
Agency name		Tax ID number
Address		Pay compensation to (check one) ☐ Broker ☐ Agency
City		Telephone number
State	ZIP	% of credit
Signature		Date
Broker admin assistant name		Broker email
Admin email		

I hereby certify that I am licensed to sell Aetna products in the state of Illinois.

General agent name		Tax ID number	
Selling agent name		Location ID	
Address		Telephone number	
City		State	ZIP
Email address			
GA admin assistant name		General agent email	
Admin email			

I hereby certify that I am licensed to sell Aetna products in the state of Illinois.

Information on agent's compensation is available from my agent or at Aetna.com.

Your premium purchases insurance coverage from Aetna, as well as the services of any Aetna-appointed licensed independent agent or broker identified in the application for group coverage. Aetna has various programs for compensating producers (agents, brokers and consultants). If you would like information regarding compensation programs for which your producer is eligible, payments (if any) which Aetna has made to your producer, or other material relationships your producer may have with Aetna, you may contact your producer or your Aetna account representative. Information regarding Aetna's programs for compensating producers is also available at Aetna.com.

We appreciate your business and the opportunity to serve you.

2026-179



aetna®

An Aetna Proposal

Presented To

City Of Springfield

By Direct

Effective: March 1, 2026

2026-179

aetna

City Of Springfield

Aetna's Dental Value Story — Effective Date: March 1, 2026

At Aetna, we dedicate ourselves to help members reach their best health. As a trusted carrier for millions of dental members, Aetna is the largest integrated carrier in the business. We're also one of the first to study the benefits of dental-medical integration, which leads to better health outcomes for our members.

Improving overall health through better dental health
Dental health has a significant impact on emotional health. One's overall happiness and confidence is often impacted by the health of their teeth. Our dental program meets members where they are on their dental health journey. Aetna's member outreach and education has helped change member behaviors, allowing them to reach dental health goals.

Aetna Dental focuses on driving value through three key areas:

Tailored benefits
Targeted, local networks make it easier for members to access care and keep costs low. A variety of plan options allow you to better manage cost, coverage and access. We are driving down the cost of care with several network initiatives that include getting members better discounts, partnering with key dental providers and dental offices, mobile and teledentistry, and alternative orthodontics.

Integrated care
Our care programs use dental health and primary care information to drive improved overall health outcomes. Our Dental-Medical Integration (DMI) program is the only automated program that identifies at-risk members who haven't had recent dental care and provides proactive educational outreach and enhanced benefits to those with pregnancy, diabetes, or cardiovascular conditions.

Member empowerment
Affordable plan options provide the coverage and protection members want. Tools and information drive engagement and help members make the most of their benefits.

Large provider networks offer greater access to care, choice and flexibility.

Our National Dental Preferred Provider Organization (DPPO) and Dental Maintenance Organization (DMO) are large networks that offer greater access to care, choice and flexibility. As we meet members on their journey, we'll focus on what's important—their needs and the needs of their families. We'll personalize their experience and guide them to their best dental health.

You can learn more about Aetna here: https://www.aetna.com/about-us.html

2026-179

Firm

City Of Springfield

Contact Information

Account Executive:	Courtney Mondzelewski	Email:	MondzelewskiC@cvshealth.com
Telephone Number:	(312) 928-3041		

Assumptions

Contract State:	IL	Lives:	1,790
Commissions:	0.00%	SIC Code:	9111
		Mem/EE Ratio:	2.21

Aetna Proposed Rates **Effective Date:** March 1, 2026 **End Date:** February 29, 2028

DPPO plans include a 0.00% Rate Cap for the period of 3/1/2028 to 2/28/2029*
DPPO plans include a 5.50% Rate Cap for the period of 3/1/2029 to 2/28/2030*

Coverage	Lives	Monthly Rate PEPM	Monthly Amount Due
PPO			
PKG B: High Plan			
EE	483	$38.99	$18,832
EE + 1	277	$77.88	$21,573
Family	381	$152.02	$57,920
Total	**1,141**		**$98,325**

Coverage	Lives	Monthly Rate PEPM	Monthly Amount Due
PPO			
PKG B: Low Plan			
EE	317	$32.41	$10,274
EE + 1	91	$64.82	$5,899
Family	241	$126.37	$30,455
Total	**649**		**$46,628**

Total Dental Lives:	**1,790**
Monthly Premium:	**$144,952**
Total Contract Period Premium:	**$3,478,855**

Bundle up Discount

Discount %	*-1.00%*
Estimated Total Contract Period Discount:	*($35,140)*
Estimated Total Contract Period Premium without Discount:	***$3,513,995***

Your rates include a discount for Medical. If actual lines of business awarded differs from our proposed package of benefits, we reserve the right to revise our quoted rates.

*Clarifications:

Rate Cap

Refer to the Rate Cap document for terms and conditions.

City Of Springfield

Proposed Plan Designs — Effective Date: March 1, 2026

Plan Features	PPO PKG B: High Plan		PPO PKG B: Low Plan	
	In	Out	In	Out
Deductible Applies To	Basic and Major	Basic and Major	Basic and Major	Basic and Major
Deductible Ind/Fam	$50 / $150	$50 / $150	$75 / $225	$75 / $225
Preventive/Diagnostic Services	100%	100%	100%	100%
Basic Services	90%	80%	80%	70%
Major Services	60%	50%	50%	50%
Annual Benefit Maximum	$2,000	$2,000	$1,000	$1,000
Office Visit Copay	N/A	N/A	N/A	N/A
Ortho Applies To	Adult/Child	Adult/Child	Adult/Child	Adult/Child
Orthodontic Services	50%	50%	50%	50%
Orthodontic Lifetime Maximum	$1,000	$1,000	$1,000	$1,000
Orthodontics Work In Progress Exclusion	Exclusion Does Not Apply	Exclusion Does Not Apply	Exclusion Does Not Apply	Exclusion Does Not Apply
R&C	N/A	MAC	N/A	MAC
Partial List of Plan Provisions				
Root Canal Therapy	90%	80%	80%	70%
Osseous Surgery	90%	80%	80%	70%
Removal of Impacted Tooth	90%	80%	80%	70%
General Anesthesia	90%	80%	80%	70%
Implants	60%	50%	50%	50%
Posterior Composite	Not Covered	Not Covered	Not Covered	Not Covered
Prosthetic Replacement	5 years	5 years	5 years	5 years
Fluoride Age Limit	To age 19	To age 19	To age 19	To age 19
Sealant Age Limit	To Age 16	To Age 16	To Age 16	To Age 16
Non-surgical TMJ Service	Not Covered	Not Covered	Not Covered	Not Covered
Missing Tooth Exclusion	Exclusion Applies	Exclusion Applies	Exclusion Applies	Exclusion Applies

This material is for informational purposes only and is neither an offer of coverage nor dental advice. It contains only a partial, general description of plan benefits or programs and does not constitute a contract.

Benefits may vary due to state specific mandates and/or filing limitations.

Consult the plan documents: Schedule of Benefits, Certificate of Coverage, Evidence of Coverage, Group Agreement, and Group Insurance Certificate, to determine governing contractual provisions, including procedures, exclusions and limitations relating to Benefits described in this document are specific to your plan and otherwise our standards will apply. While this material is believed to be accurate as of the print date, it is subject to change.

City Of Springfield

Premium Credit **Effective Date: March 1, 2026**

Policy Period: March 01, 2026 through February 29, 2028
Dental Premium Credit: 1 month(s) of premium

We are offering a one-time premium credit for the number of month(s) stated above or $144,952, whichever is less. This credit will be calculated based on the first month's enrollment and applied to the second month's bill in the Policy Period unless you notify us otherwise at the time of sale. The credit will be included as part of the final contract and subject to the following provisions:

a. Our Fully Insured dental policy will remain in effect for the duration of the Policy Period.

b. You are required to make the premium payments in accordance with contract provisions.

c. Standard contract termination provisions apply.

d. All of the plan caveats as stated on the Caveats page in the final proposal are met.

e. We pay the producer based on the amount you pay in premium. We do not pay the producer for any credits you received to your total premium.

f. Future renewals will be calculated based on the annualized premium before giving any effect to the premium credit.

In the event that any of these provisions are not met or you terminate the contract prior to the end of the Policy Period listed above, you will be required to pay us the total amount of the credit within 31 days of notice of non-compliance.

The premium rates shown on the accompanying Rate Sheet will be billed every month of the Policy Period. The premium credit will be shown as a separate line item. When you accept our quote, the Rate Sheet will become part of your Group Agreement with us.

You may wish to consult with your legal advisors about any changes that you may need to make in the administration of your plan as a result of this credit consistent with your fiduciary obligations such as making adjustments to participant contributions.

Signature below indicates acceptance of these terms.

_____ _____

Mary Kate Pullman - Underwriting Director Date

_____ _____

. . - City Of Springfield Date

City Of Springfield

Rate Cap — Effective Date: March 1, 2026

We guarantee the per employee, per month (PEPM) premium for the Guarantee Period will not increase by more than the percentage(s) stated in the chart below from the Prior Period premium PEPM.

Any applicable change in Federal (ACA or otherwise) or State Tax, Fees, or Assessments for the subsequent 12-month period will be added to the premium rate increase. Any additional taxes or fees resulting from new Federal or State legislation will be added to the premium before the premium rate increase is applied.

Each plan is renewed separately then reviewed in aggregate against the maximum overall rate increase.

Product	Year 2	Year 3
DPPO	0.0%	5.5%
Guarantee Assumptions		
Guarantee Period	3/1/2028 - 2/28/2029	3/1/2029 - 2/28/2030
Prior Period	3/1/2026 - 2/29/2028	3/1/2028 - 2/28/2029

Conditions for the Guarantee:

We reserve the right to revise or remove the guarantee if any of the following occur during or prior to the guarantee period:

- **Novel Conditions and Circumstances**
  This offer does not contemplate the changes in costs, utilization, risk or any form or type of testing associated with novel conditions or circumstances affecting broad populations that place a significant strain on the health care system and/or your plan(s). These conditions include but are not limited to COVID-19. We reserve the right to adjust the terms and factors of this guarantee in response to these conditions and/or circumstances if necessary.
- **Base Year Claims**
  We reserve the right to adjust base year/gap claims used in the development of our experience and rate projection to account for the anticipated impact of novel conditions, as stated above. These adjustments would be applied to normalize the experience for the projected impact of these conditions. (Only applies to cases that are partially or fully experience rated at the time of proposal.)
- **Group Size Variation**
  - A total of 1,790 employees are expected to be enrolled in the quoted dental products.
  - Of this assumed enrollment, the combined enrolled COBRA, pre-65 retirees, and disabled employees does not vary by more than two percent of the total Aetna covered group from the originally assumed enrollment. In addition, we assume that the combined enrolled COBRA, pre-65 retirees, and disabled employees will not comprise more than five percent of total Aetna covered group.
- **Prior Carrier Claims Experience**
  We do not receive complete mature claims experience for all current plans including enrollment by month and by plan incurred to March 1, 2026 and paid through June 30, 2026.
- The premium rate increase is subject to the terms and conditions as stated in the caveats.
- A change of greater than 10 percent from the assumed enrollment in total or by plan.
- A change in the quoted plan designs.
- A change of greater than 10 percent from the current employee contributions.
- We are no longer the sole dental carrier including any self-funded plans we offer you.
- Failure to make your required premium payments in accordance with contract provisions.
- The dental plan is put out to bid for the first renewal period.
- Material changes required by legislative or regulatory action or initiated by you to the plan of benefits offered, claim payment requirements or procedures, changes in state premium taxes or assessments, or any other changes affecting the manner or cost of providing coverage.
- Filing changes that affect our ability to offer this guarantee or exercise underwriting judgment.

City Of Springfield

Programs & Services - Conventional Prospective — Effective Date: March 1, 2026

Program Summary	PKG B: High Plan	PKG B: Low Plan
General Admin		
Communication Materials	Yes	Yes
Customer Team Services	Yes	Yes
Eligibility (Standard)	Yes	Yes
Experienced Account Management Team	Yes	Yes
Claim and Member Services		
Aetna Voice Advantage® Level 2	Yes	Yes
Claim Administration	Yes	Yes
Dental Medical Integration (DMI)	Yes	Yes
Digital ID Cards	Yes	Yes
Member Services	Yes	Yes
Network Information		
Network Access	Yes	Yes
Provider Relations	Yes	Yes
Web Tools		
Claim Research/forms/Contact us (English & Spanish Version)	Yes	Yes
Member Website and Mobile Experience	Yes	Yes
Aetna Discount Program		
Aetna Discount Program - at home products, fitness, hearing, LifeMart® shopping website, natural products and services, oral health care, vision, weight management	Yes	Yes
Reporting		
Utilization Management Reporting	Yes	Yes

City Of Springfield

Caveats - Conventional Prospective — Effective Date: March 1, 2026

For the purposes of this document, Aetna may be referred to using "we", "our" or "us" and City Of Springfield may be referred to using "you" or "your".

Underwriting Caveats

Contract Provisions
The final benefit provisions, account structure, claim payment requirements or services change from those proposed.

Enrollment
The actual enrollment in total or by plan changes by more than 10 percent compared with what was proposed. Our proposal assumes coverage will not be extended to additional employee groups without review of supplemental census information and other underwriting information for appropriate financial review.

Member-to-Employee Ratio
The member-to-employee ratio changes by more than 10 percent from the 2.21 ratio assumed in this quote.

Retiree Enrollment
If the number of Retirees enrolled exceeds 20 percent of the total enrolled group or the total number of Retirees enrolled increases by more than 10 percent from the 0 enrollees assumed in this quote.

Quoted Benefits and Administration
A material change is initiated by you or by legislative or regulatory action which materially affects the cost of the plan. This includes, but is not limited to, changes impacting standard contract provisions, claim settlement practices, plan administration, plan benefits or changes to the programs and services we offer you.

Industry
The nature of business and/or Standard Industrial Code (SIC) 9111 changes compared with what was assumed in setting the rates.

Bundle up Discount
If additional products quoted are not sold, or if additional and/or existing products terminate during the policy period, any applicable multiline savings will be removed.

Information Accuracy/Demographics
The information provided is inaccurate and/or the demographics of the quoted group change resulting in +/- 5 percent premium difference.

We're relying on information from you and its representatives in establishing the rates and terms of this proposal. If any of this information is inaccurate or incomplete and has a material impact on the cost of the programs, we reserve the right to adjust our rates and terms. For example, but without limitation, we may change rates if there is a material deviation from the rate quotation assumptions or if you're unable to provide us with the requested information. As another example, if additional information related to this quotation is made available to us at a later date, we reserve the right to reassess, and potentially revise, this quotation based upon analysis of that information. For states that require approval of rate filings, your final rate may be different if the quoted rates are not approved by the effective date of coverage.

Caveats - Conventional Prospective

Effective Date: March 1, 2026

Multiple Employer Welfare Arrangements (MEWAs) and Employer Association Health Plans (AHPs)

This quote was prepared based on the situs state and demographic information for eligible enrollees, including their home zip codes, in accordance with all federal and state mandates. We must be notified immediately of any changes that affect plan locations due to new or changing enrollment statuses. We will evaluate regulatory requirements and may not be able to extend coverage in states which prohibit large group coverage through MEWAs and AHPs.

Assumptions

Underwriting

Prospective Quoting

The quoted insured dental rates are offered on a prospectively rated basis. No policy year accounting balance will be calculated for these coverages.

Aetna Medical/Dental Coverage

The proposed medical and dental rates are contingent upon you purchasing both medical and dental lines of coverage.

Contribution and Participation

Our rates assume compliance with our standard guidelines on employer contribution strategy. We standardly require that the employer contribute 75 percent of the employee cost, or 50 percent of the total employee and dependent cost. Minimum participation requirements for this contribution structure is 30 percent of total eligible lives.

Plan Design

The products offered are subject to the terms of our Benefit Review document.

Waiting Period

New employees must complete the waiting period designated by their employer prior to enrolling in one of our plans. The waiting period must be consistently applied within a class of employees.

Additional Products and Services

Costs for special services, that are not included or assumed in the rate guarantee will be direct billed after such services have been rendered. For example, additional charges will apply for customized communication materials. The costs for these types of services will depend upon the actual services performed and will be determined at the time the service is requested.

Billing Information

Billing and Payment of Premium

Amount due is payable on the first day of the month covered by the invoice. If the amount due is not paid in full within 30 days, we reserve the right to terminate the contract and/or assess late premium payment charges.

Producer Compensation

We are not serving as billing and collection agent for producer compensation. Our quoted rates do not include Producer Service Fees or commissions.

City Of Springfield

Caveats - Conventional Prospective — Effective Date: March 1, 2026

Claim and Member Services

Dental Service Center

Claim administration and member services for the quoted plans will be centrally managed. Members will be able to reach the Member Service representatives Monday through Friday, from 8 a.m. to 6 p.m., local time (based on where the member resides).

Summary Plan Description (SPD) Modification

Our premium rates include the standard Summary Plan Description language and any customization may require an additional cost.

Reporting and Data Transfer

Aetna Intellectual Property

Under the Group Policy, you may have access to certain of Aetna's Customer reporting systems. Aetna represents that it has either the ownership rights or the right to use all of the intellectual property used by Aetna in providing the Services under the Group Policy ("Aetna IP"). Aetna will grant you, as the Customer, a nonexclusive, non-assignable, royalty free, limited right to use certain of the Aetna IP for the purposes described in the Group Policy. You agree not to modify, create derivative product from, copy, duplicate, decompile, dissemble, reverse engineer or otherwise attempt to perceive the source code from which any software component of the Aetna IP is compiled or interpreted. Nothing in the Group Policy shall be deemed to grant any additional ownership rights in, or any right to assign, sublicense, sell, resell, lease, rent, or otherwise transfer or convey, the Aetna IP to you.

Additional

Please review the additional important information found at the following URL. This information is incorporated by reference into this package and considered part of your policy. This quote is subject to all the terms and conditions set forth in this URL. In the event that any information contained herein conflicts or is inconsistent with the information in the Underwriting Disclosure Document, the information in your Renewal Package prevails.

https://www.aetna.com/content/dam/aetna/pdfs/aetnacom/legal-notices/documents/large-group-dental-underwriting-fully-insured-disclosures-as-of-06-27-2025.pdf

Legislative and Regulatory Requirements

Regulatory Reporting

We are entitled to rely on information supplied by you in connection with any regulatory filings we provide on your behalf or any other services we provide. We are not responsible for any penalities or fees associated with reporting delays/errors caused by your failure to provide us with accurate or timely information.

2026-179

City Of Springfield

Aetna's Dental/Medical Integration[SM] Program — Effective Date: March 1, 2026

Put the bite on medical costs with an integrated dental/medical program.
Help reduce the risks of heart disease, diabetes and the complications of pregnancy. Better dental care can mean healthier employees.

Early dental care may help lower risk for certain illnesses[1]
Recent medical studies suggest a connection between periodontal disease and complications of cardiovascular disease. Also, periodontal disease may increase the likelihood for expectant mothers to deliver their babies early. And it may even make it more difficult for diabetics to control their blood sugar levels. But that's not all: Periodontal disease has been linked to respiratory infections in people with lung problems.

Visit the Dentist Regularly[2]
Regular checkups, cleanings, and maintenance are important, certainly. But a study from Aetna and Columbia University College of Dental Medicine indicates that proactive periodontal care appears to have a positive effect on the cost of medical care, with earlier treatment resulting in lower medical expenses for members with diabetes, coronary artery disease and stroke.

Smart Aetna programs bring together dental and medical care
Educate at-risk members who may not be aware of how oral health can affect their specific medical conditions. Members of dental and medical insurance plans from Aetna may get these added benefits, when you select the DMI program.

Aetna's Outreach Program

Our Dental/Medical Integration competitive advantage lies in successfully affecting member behavior. Since we have medical and dental claims data, we can put our knowledge to work for your members because we have a complete picture of their claims history. We differentiate ourselves from the market because of how we identify those members who should be concerned with their dental health and its impact to their overall medical condition. At this time, Aetna defines at-risk members as those who are pregnant or have cardiovascular disease or diabetes.

- Focusing on members who have not had a recent dental visit, the DMI member outreach program uses multiple outreach methods proven to be successful in motivating at-risk members to seek care.
- Claim data is monitored to determine if the member sought care after initial contact. Follow-up outreach is provided if the member does not seek care.

Enhanced Benefit* Programs Fully Cover Additional Services with NO deductible

For pregnant women, members with diabetes and coronary artery disease/cerebrovascular disease

- One additional prophylaxis (cleaning visit)
- Scaling and root planning
- Full mouth debridement to enable comprehensive evaluations and diagnosis
- Periodontal maintenance

Members will receive educational material and will be encouraged to call our Dental Service Center to:
• Enroll in the enhanced benefit •Select a dentist •Get help with making a dentist appointment

*Exclusions and limitations may apply. Refer to your plan documents, available after enrollment, for details.

[1]Periodontal Disease and Systemic Health https://www.perio.org/consumer/other-diseases. Accessed October 2018

[2]"An examination of periodontal treatment and per member per month (PMPM) medical costs in an insured population" BMC Health Services Research 2006:103

ORDINANCE FACT SHEET

DATE OF 1st READING: April 7, 2026

CONTACT PERSON: Kelley Martin

OFFICE REQUESTING: Human Resources

PHONE NUMBER: (217) 789-2446

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

FISCAL IMPACT: N/A

SUGGESTED TITLE: An Ordinance Amending Ordinance No. 457-11-25 pertaining to the contract for Aetna to provide Dental Services for Three Year Period.

CONTRACTOR / VENDOR NAME: AETNA **VENDOR NO:** _____

CONTRACT TERM: 03/01/2026 - 02/28/2029 **Change in Scope Yes** ☐ **No** ☑

CONTRACT AMOUNT: $5,306,268 (estimated costs)
(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						

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

Bidder Comparison and Cost Analysis

STAFF ANALYSIS

This contract does not change the annual expenditure by the City, nor does it impact the employee premiums. This ordinance is necessary to amend the term of the contract and clarify the annual premium estimates and guarantees from Ordinance 457-11-25
Contract Term: March 1, 2026 through February 28, 2028, with a 1 year option through February 28, 2029.

Estimated Annual Costs:
Year 1: $1,739,760
Year 2: $1,739,760
Year 3: $1,826,748 (reflecting the 5% renewal cap)
Total Estimated Contract Cost: $5,306,268

Note: Ordinance No. 457-11-25 reflected the annual estimated premium. This ordinance will not result in any additional payment of costs by the City or increase in premiums charged to employees.

FUNDS CHECK BY: Courtney Heinzel Digitally signed by Courtney Heinzel Date: 2026.03.26 14:53:34 -05'00' **Date:** _____

DIRECTOR / SUPERVISOR: Sarah Kinke **Date:** 3/27/26

CITY PURCHASING AGENT: **Date:** 3/26/26

SIGN OFF:

(Mayor's Signature) GEM

(Director of OBM)

The information supplied on this form is not confidential information.

2026-179

AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $175,977.00 FROM THE OPIOID SETTLEMENT RESTRICTED FUND BALANCE FOR EQUIPMENT AND OTHER EXPENSES ASSOCIATED WITH THE BEACON PROJECT AND BOLT APPARATUS, 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, the Springfield Fire Department is requesting a supplemental appropriation in the amount of $175,977.00 using the Opioid Settlement Restricted Fund Balance for cost associated with the Beacon Project and the Bolt Apparatus.

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

Section 1: That the City Council hereby authorities a supplemental appropriation in the amount of $175,977.00 using the Opioid Settlement Restricted Fund Balance for equipment and cost associated with the Beacon Project and the Bolt Apparatus.

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

FROM REVENUE ACCOUNT	**AMOUNT**
001-108-FIRE-OPIO-2020	$177,977.00
INTO EXPENDITURE ACCOUNT	**AMOUNT**
001-108-FIRE-OPIO-1507	$124,465.00
001-108-FIRE-OPIO-1604	$41,512.00
001-108-FIRE-OPIO-1804	$10,000.00
TOTAL	**$177,977.00**

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:

4-1-26
Office of Corporation Counsel / Date

Requested By: Mayor Misty Buscher

BOLT Expenses

Equipment	Unit Cost	Units	Line Cost
BOLT Vehicle Equipment	$124,465	1	$124,465
BOLT Vehicle Radio/Comms	$20,756	2	$41,512
BOLT Vehicle Lettering	$ 10,000.00	1	$10,000
Total			**$175,977**

Vehicle Setup	Unit Cost	Units	Line Cost
Portable Radios	$8,500	0	$0
Mobile Radio	$10,000	0	$0
Officer Tablet/MDT	$5,756	1	$5,756
Misc Expense	$15,000	1	$15,000
Total			$20,756

Ambulance Equipment

Equipment	Unit Cost	Units	Line Cost
Cardiac Monitor Mounts/Power	$ 5,134.05	2	$ 10,268.10
Power Stretchers/Chargers	$ 46,225.43	1	$ 46,225.43
Lucas CPR Devices/Charger	$ 29,298.68	1	$ 29,298.68
Knox Box	$ 1,100.00	2	$ 2,200.00
Med Vault	$ 1,400.00	0	$ -
EMS Equipment (Disposable)	$ 3,000.00	2	$ 6,000.00
Stryker Procare Service (3 yr)	$ 15,236.25	2	$ 30,472.50
Total			$ 124,464.71

2023 Vehicle Tablet Components Price Breakdown

Item	Part #	Cost	Description
iKey Rugged Keyboard	SL-86-911-TP-U:	$370.00	Rugged USB Keyboard w/ touchpad
Havis Vehicle Docking Station	DS-DELL-901-4	$1,270.00	Docking Station w/ Standard Port Replication; Quad Pass-Thru Antenna Connection; internal Power Supply
Heavy-Duty Computer Monitor / Ki	C-MD-317	$498.00	Heavy-Duty Computer Monitor / Keyboard Mount
Universal Heavy-Duty Short Adapt	C-HDM-134	$97.00	Universal Heavy-Duty Short Adapter Plate Mount
LTE MIMO M2M 3M SMA M2M KIO!	LGAM-BC3G-26	$54.00	LTE and GPS antenna
FME(M) to SMA(M) RG174 Cable, (	C74-FP-6-SMAP	$17.00	Cable to connect antenna and Dock
Each unit will need Cell service		$50.00	
Dell Latitude 7230 Rugged Extreme Tablet		$3,400.00	Dell Latitude 7230 Rugged Extreme Tablet built to our requirements
Total		**$5,756.00**	Rough cost per vehicle setup.

2026-180

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

CONTACT PERSON: Kalvin Gaskill

OFFICE REQUESTING: Springfield Fire Department

PHONE NUMBER: 217-788-8345 x4314

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

FISCAL IMPACT: $175,977.00

SUGGESTED TITLE: Ordinance Authorizing Supplemental Appropriation in the amount of $175,977.00 from Opioid Settlement Restricted Fund Balance for Equipment and other Expenses associated with the Beacon Project and Bolt Apparatuses for the Springfield Fire Department

CONTRACTOR / VENDOR NAME: _____ **VENDOR NO:** _____

CONTRACT TERM: _____ **Change In Scope Yes** ☐ **No** ☐

CONTRACT AMOUNT: _____ _____ _____

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

Method of Purchase (check one)

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

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☑

Is Purchasing Agent approval attached? No ☑ Yes ☐

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

REVENUE Revenue

	Fund	Agency	Org	Activity	Object	Amount
1	001	108	FIRE	OPIO	2020	175,977
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	108	FIRE	OPIO	1507	124,465.00
2	001	108	FIRE	OPIO	1604	41,512.00
3	001	108	FIRE	OPIO	1804	10,000.00
4						

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

BOLT Expense Budget

STAFF ANALYSIS

Ordinance Authorizing Supplemental Appropriation from Opioid Settlement Restricted Fund 077-112-POLC-OPIO-2020 in an amount of $175,977.00 for equipment and costs associated with BEACON Project and the BOLT Apparatuses. Use of these funds are specific to the BEACON Project and will be reported Quarterly through the OPIOID Settlement system for compliance.

FUNDS CHECK BY: _____ **Date:** 03.06.2026

DIRECTOR / SUPERVISOR: _____ **Date:** 3-3-26

CITY PURCHASING AGENT: _____ **Date:** 3-4-2026

SIGN OFF: _____

(Mayor's Signature) CEM

(Director of OBM)

The information supplied on this form is not confidential information.

2026-180

AN ORDINANCE ACCEPTING QUOTE NO. QT2032690 AND AUTHORIZING THE PURCHASE OF 22 SCOTT SELF-CONTAINED BREATHING APPARATUSES AND 11 SCOTT AIR PAKS FROM MUNICIPAL EMERGENCY SERVICES, INC. (MES) FOR THE SPRINGFIELD FIRE DEPARTMENT FOR A TOTAL AMOUNT NOT TO EXCEED $125,292.31

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

WHEREAS, the Springfield Fire Department desires the purchase of fire equipment to replace end of life bottles and packs as they become old or damaged; and

WHEREAS, the City Purchasing Agent has made a determination, in writing, that in accordance with the requirements of Section 38.38(a) and/or Section 38.41, that Municipal Emergency Services, Inc. (MES) is a sole source vendor for this purchase and it would be neither practical nor advantageous to the City to utilize the Sealed Competitive Bid process, which is therefore exempt from the provisions of the City Purchasing Code; and

WHEREAS, pursuant to the above determination, the City Purchasing Agent recommends the purchase of 22 scott self-contained breathing apparatuses and 11 scott air paks and related equipment from Municipal Emergency Services, Inc. (MES) in an amount not to exceed $125,292.31 for the Springfield Fire Department.

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 authorizes the purchase of 22 scott self-contained breathing apparatuses and 11 scott air paks and related equipment for the Springfield Fire Department in an amount not to exceed $125,292.31 from Municipal Emergency Services, Inc. (MES) The Mayor and City Clerk are hereby authorized to execute any necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to Municipal Emergency Services, Inc. (MES) (VC*8742) for these purchases from account number 001-108-FIRE-FOPR-1505 in an amount not to exceed $125,292.31.

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

PASSED: _____, **2026**

RECORDED: _____, **2026**

ATTEST: _____
City Clerk Charles L. Redpath Sr.

SIGNED: _____, **2026**

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

4-1-26
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

(877) 637-3473

Quote

Quote #	QT2032690
Date	02/09/2026
Expires	03/30/2026
Sales Rep	Knapp, Wesley C
PO #	X3 Pro 5500 w/cylinders
Shipping Method	FedEx Ground
Customer	Springfield Fire Department (IL)
Customer #	C36217

Bill To
Springfield Fire Department (IL)
825 East Capitol
Springfield IL 62701
United States

Ship To
Springfield Fire Department (IL)
BC Creighton
825 East Capitol
Springfield IL 62701
United States

Item	Description	Qty	Unit Price	Amount
200970-01	CYL&VALV,QD,CARB,45/5500 ASSY	22	$1,687.77	$37,130.94
X5915025005304	3M™ Scott™ Air-Pak™ X3 Pro SCBA with PASS Model:Air-Pak X3 Pro SC Harness:Padded, Parachute Buckles Pressure:5500 psig Belt:Standard Bag:None Regulator:E-Z Flo+, QD Hose, Rectus EBSS:None Airline:None Spare Harness:No Console:PASS + Pak-Tracker Case:No Case	10	$8,014.67	$80,146.70
X5915025005303	3M™ Scott™ Air-Pak™ X3 Pro SCBA with PASS Model:Air-Pak X3 Pro SC Harness:Padded, Parachute Buckles Pressure:5500 psig Belt:Standard Bag:None Regulator:E-Z Flo+, QD Hose, Rectus EBSS:None Airline:None Spare Harness:No Console:PASS + Pak-Tracker Case:No Case	1	$8,014.67	$8,014.67

Contact: Matthew Creighton

Subtotal	$125,292.31
Shipping Cost	$0.00
Tax Total	$0.00
Total	$125,292.31

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

QT2032690

2026-181

ORDERED 3/19/26 To save 8% increase 4/1/26.

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

MEMORANDUM

TO: **Alivia Carrigan**

FROM: **Anthony Quinones – Assistant Purchasing Agent**

DATE: **March 18, 2026**

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

I have reviewed the Ordinance Fact Sheet concerning MES for purchase of SCBA and Air Pak replacements in an amount not to exceed $125,292.31 for the Springfield Fire Department.

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

300 SOUTH SEVENTH • ROOM 200 • SPRINGFIELD, ILLINOIS 62701-1681 • (217) 789-2205 • FAX (217) 789-2207

2026-181

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

CONTACT PERSON: Alivia Carrigan

OFFICE REQUESTING: Springfield Fire Department

PHONE NUMBER: 217-788-8473 X4509

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

FISCAL IMPACT: $125,292.31

SUGGESTED TITLE: An Ordinance authorizing the purchase of 22 Scott* Self Contained Breathing Apparatus bottles and 11 Scott* Air-Pak in an amount not to exceed $125,292.31 for the Springfield Fire Department.

CONTRACTOR / VENDOR NAME: MES **VENDOR NO:** VC0000008742

CONTRACT TERM: Upon Delivery **Change in Scope Yes** ☐ **No** ☑

CONTRACT AMOUNT: $125,292.31 _____ _____

(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 172-04-25

Is Purchasing Agent approval required? No ☐ Yes ☐

Is Purchasing Agent approval attached? No ☐ Yes ☐

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	108	FIRE	FOPR	1505	$125,292.31
2						
3						
4						

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

MES Quote QT2032690

STAFF ANALYSIS

This purchase is part of a yearly maintenance for the Springfield Fire Department to replace end of life bottles and packs as they become to old or damaged to be used in emergency situations.

FUNDS CHECK BY: C. Heinzel **Date:** 03/18/2026

DIRECTOR / SUPERVISOR: **Date:** 3-18-26

CITY PURCHASING AGENT: **Date:** 3/18/2026

SIGN OFF: _____ _____

(Mayor's Signature) (Director of OBM)

The information supplied on this form is not confidential information.

2026-181

AN ORDINANCE AUTHORIZING THE EXECUTION OF CONTRACT RFP FD25-02 WITH LION GROUP, INC. FOR THE REPLACEMENT OF 30 SETS OF RIG GEAR FOR AN AMOUNT NOT TO EXCEED $112,561.80, 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, the Springfield Fire Department sought proposals for the replacement of protective firefighting gear for the Springfield Fire Department personnel; and

WHEREAS, pursuant to Section 38.50 (3)(a) of the Purchasing Code of the City of Springfield, this purchase is exempt from the City's requirement for Sealed Competitive Bids as this purchase will be made from a State of Illinois contract available for joint purchasing; and

WHEREAS, Lion Group, Inc. submitted the lowest responsible bid under proposal RFP FD25-02 to provide 30 sets of rig gear for an amount not to exceed $112,561.80; and

WHEREAS, it is in the best interest of the City of Springfield to enter into an agreement with Lion Group Inc.; and

WHEREAS, a copy of RFP FD25-02 shall be located in the Office of the City Clerk.

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

Section 1: That the City Council hereby authorizes execution of RFP FD25-02 with Lion Group, Inc. to provide the replacement of 30 sets of rig gear for an amount not to exceed $112,561.80. The Mayor and City Clerk are authorized to execute the agreement and any other documents necessary on behalf of the City of Springfield.

Section 2: That the Springfield Fire Department is hereby authorized to pay Lion Group, Inc. (VC5929) an amount not to exceed $112,561.80 from account number 001-108-FIRE-FOPR-1414.

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

PASSED: _____, 2026

RECORDED: _____, 2026

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Requested by: Mayor Misty Buscher

SIGNED: _____, 2026

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

3-31-26
Office of Corporation Counsel/Date

PROPOSAL PAGES
PROTECTIVE JACKET AND PANTS
FOR STRUCTURAL FIREFIGHTING

Cost per set of turnout coat and pants:

Calendar Year 2024 $ 3,207.91 $

Calendar Year 2025 $3,386.31

Calendar Year 2026 $ 3,536.73

GENERAL SPECIFICATIONS
FOR FIREFIGHTER TURNOUT GEAR 2023
(per Section II)

1. Scope of Work:
2. Customer Service Representative:
3. Sizing:
4. Repairs and Alterations:
5. Delivery:

Vendor able to comply: Yes: X No: ___

CLARIFICATIONS/ EXCEPTIONS: PFAS free moisture barrier (Stedair Clear) offered as Option B:

Calendar Year 2024 - $3,403.23; Calendar Year 2025 - $3,573.38; Calendar year 2026 - $3,752.06

1. Scope

This specification details design and materials criteria to afford protection to the upper and lower body, excluding head, hands, feet, against adverse environmental effects during structural firefighting. All materials and construction will meet or exceed NFPA Standard #1971 and OSHA for structural firefighter's protective clothing.

Comply X **Exception** ___

2. Third Party Testing and Listing Program

All components used in the construction of these garments shall be tested for compliance to NFPA Standard #1971 by Underwriters Laboratories (UL). Underwriters Laboratories shall certify and list compliance to that standard. Such certification s hall be denoted by the Underwriters Laboratories

2026-182

Sourcewell

LION First Responder #010424-LIO

Pricing for contract #010424-LIO offers Sourcewell participating agencies the following discounts:

- **10-35% discount off the list price**

2026-182

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

MEMORANDUM

TO: **Alivia Carrigan**

FROM: **Anthony Quinones - Assistant Purchasing Agent**

DATE: **March 18, 2026**

SUBJECT: **Joint Contract Determination**

I have reviewed the Ordinance Fact Sheet concerning LION Group Inc., for purchase of thirty (30) sets of Rig Gear in an amount not to exceed $112,561.80 for the Springfield Fire Department.

Sourcewell Joint Purchase Contract – 010424-LIO.

Pursuant to Article 38.50 (3)(a) of the Purchasing Code of the City of Springfield, this purchase is exempt from the City's requirement for Sealed Competitive Bids as this purchase will be made pursuant to a General Services Administration contract available for joint purchasing.

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2026-182

GCIU 409-C

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

CONTACT PERSON: Alivia Carrigan

OFFICE REQUESTING: Springfield Fire Department

PHONE NUMBER: 217-788-8474 4509

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

FISCAL IMPACT: $112,561.80

SUGGESTED TITLE: An Ordinance authorizing the purchase 30 sets of Rig Gear from LION Group, Inc in the amount of $112,561.80 for the Springfield Fire Department.

CONTRACTOR / VENDOR NAME: LION Group, Inc **VENDOR NO:** VC0000005929

CONTRACT TERM: Upon Delivery **Change In Scope Yes** ☐ **No** ☑

CONTRACT AMOUNT: $112,561.80
(Original amount if change order)

Change Order # _____ **Additional Amount** _____

Method of Purchase (check one)

☐ Low Bid
☐ Low Bid Meeting Specs
☐ Low Evaluated Bid
☑ Other: Joint PUrchase
☐ 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	1414	$112,561.80
2						
3						
4						

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

Sourcewell Contract #010424-LTO
LION pricing quote- please see clarifications

STAFF ANALYSIS

This purchase is to replace 30 sets of Non PFAS free rig gear with 30 sets of PFAS free gear to provide our members with a safer product. This cost reflects an RFP that was awarded as well as a Sourcewell contract.

FUNDS CHECK BY: C. Heinzel **Date:** 03/18/2026

DIRECTOR / SUPERVISOR: _____ **Date:** 3-18-26

CITY PURCHASING AGENT: _____ **Date:** 3/18/2026

SIGN OFF: _____
(Mayor's Signature)

_____
(Director of OBM)

The information supplied on this form is not confidential information.

2026-182

2026-183

AN ORDINANCE ACCEPTING QUOTE NUMBER 3523303 AND AUTHORIZING THE PURCHASE OF 9 APX4500 MOBILE RADIOS AND ACCESSORIES FROM MOTOROLA SOLUTIONS FOR AN AMOUNT NOT TO EXCEED $50,656.95 FOR THE SPRINGFIELD POLICE DEPARTMENT

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

WHEREAS, the Springfield Police Department desires to purchase 9 APX4500 radio equipment and accessories; and

WHEREAS, Motorola Solutions is willing to provide the desired equipment for an amount not to exceed $50,656.95 pursuant to Quote Number 3523303; and

WHEREAS, the City Purchasing Agent has made a determination that Wireless USA is the sole source provider of these radios and services, therefore, is exempt from the provisions of the City Purchasing Code requiring sealed competitive bidding pursuant to the exceptions contained in Section 38.40 pertaining to Sole Source Procurement; and

WHEREAS, it is in best interest of the City of Springfield and the Springfield Police Department to utilize Motorola Solutions radio for interoperability and compatibility of existing radio cache being all Motorola equipment for the Police Department operations; and

WHEREAS, a copy of Quote Number 3523303 from Motorola Solutions shall be located in the Office of the City Clerk.

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

Section 1: That the City Council hereby authorizes acceptance of Quote No. 3523303 from Motorola Solutions for the purchase of 9 APX4500 mobile radios and accessories for an amount not to exceed $50,656.95 for the Springfield Police Department. The Mayor and City Clerk are authorized to execute all 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 Motorola Solutions (0MOT2800) in an amount not to exceed $50,656.95 from account number 001-112-POLC-EMRG-1706 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**

RECORDED:_____**, 2026**

ATTEST: _____
City Clerk Charles L. Redpath Sr.

SIGNED:_____**, 2026**

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

4-1-26
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

MOTOROLA SOLUTIONS

QUOTE-3523303

02/27/2026

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

Dear ,

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

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

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

Sincerely,

Shannon Zimmerman

Motorola Solutions Manufacturer's Representative

2026-183

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

Quote Date:02/27/2026
Expiration Date:04/28/2026
Quote Created By:
Shannon Zimmerman
shannon.zimmerman@
wirelessusa.com

End Customer:
SPRINGFIELD EMERGENCY
COMMUNICATIONS, CITY OF

Contract: 37987 - STARCOM 21, IL
CMT2028589

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 4500 Enhanced					
1	M22URS9PW1BN	MOBILE RADIO APX4500 ENHANCED 7/800 MHZ	9	$2,356.00	$1,719.88	$15,478.92
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	9	$6.42	$4.69	$42.21
1b	HA00692AA	ADD: 7Y ESSENTIAL SERVICE LTM	9	$454.00	$454.00	$4,086.00
1c	G66BF	ADD: DASH MOUNT O2 APXM	9	$148.00	$108.04	$972.36
1d	GA00580AA	ADD: TDMA OPERATION	9	$530.00	$386.90	$3,482.10
1e	QA02812AE	ADD: P25 9600 TRUNKING W/ INTEROPERABILITY	9	$2,436.00	$1,778.28	$16,004.52
1f	G142AD	ADD: NO SPEAKER APX	9	$0.00	$0.00	$0.00
1g	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	9	$0.00	$0.00	$0.00
1h	G843AH	ADD: AES ENCRYPTION AND ADP	9	$560.00	$408.80	$3,679.20
1i	GA00804AA	ADD: APX O2 CH (GREY)	9	$579.00	$422.67	$3,804.03
1j	G89AC	ADD: NO RF ANTENNA NEEDED	9	$0.00	$0.00	$0.00
1k	G444AH	ADD: APX CONTROL HEAD SOFTWARE	9	$0.00	$0.00	$0.00
1l	W22BA	ADD: STD PALM MICROPHONE APX	9	$85.00	$62.05	$558.45
1m	QA09113AB	ADD: BASELINE RELEASE SW	9	$0.00	$0.00	$0.00

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

2026-183

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1n	W969BG	SOFTWARE LICENSE ENH: MULTIKEY OPERATION	9	$388.00	$283.24	$2,549.16

Grand Total $50,656.95(USD)

Notes:

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

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

2026-183

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

MEMORANDUM

TO: **Kalvin Gaskill**

FROM: **Anthony Quinones – Assistant Purchasing Agent**

DATE: **March 16, 2026**

SUBJECT: **Request for Sole Source Determination**

I have reviewed the Ordinance Fact Sheet concerning Motorola Solutions for purchase of nine (9) APX4500 Mobile Radios and accessories in an amount not to exceed $50,656.95 for the Springfield Police Department.

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

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2026-183

GCIU 409-C

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

CONTACT PERSON: Kalvin Gaskill

OFFICE REQUESTING: Springfield Police Department

PHONE NUMBER: 217-788-8345 x4314

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

FISCAL IMPACT: $50,656.95

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING PURCHASE OF RADIO EQUIPMENT FROM MOTOROLA SOLUTIONS IN AMOUNT NOT TO EXCEED ~~$84,603.45~~ $50,656.95 FOR THE SPRINGFIELD POLICE DEPARTMENT

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

CONTRACT TERM: _____ **Change in Scope Yes** ☐ **No** ☐

CONTRACT AMOUNT: $50,656.95 (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: Sole Source
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	EMRG	1706	50,656.95
2						
3						
4						

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

Quote#3523303

STAFF ANALYSIS

Ordinance request to purchase (9) APX4500 Mobile Radios and supporting accessories to be installed in new Patrol Vehicles. These radios match existing SPD radio equipment cache and operate seamlessly with the Motorola Emergency Communications service network currently utilized.

FUNDS CHECK BY: C. Heinzel **Date:** 03/16/2026

DIRECTOR / SUPERVISOR: [signature] **Date:** 3/12/26

CITY PURCHASING AGENT: [signature] **Date:** 3/16/2026

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

The information supplied on this form is not confidential information.

2026-183

2026-184

AN ORDINANCE AUTHORIZING EXECUTION OF SUB-RECIPIENT AGREEMENT NO. 23-203186 WITH, AND AUTHORIZING PAYMENT TO, BOYS AND GIRLS CLUBS OF CENTRAL ILLINOIS, FOR PROPERTY LOCATED AT 300 S. 15TH STREET, UTILIZING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN AN AMOUNT NOT TO EXCEED $100,000.00, FOR THE SPRINGFIELD POLICE DEPARTMENT

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

WHEREAS, Boys and Girls Clubs of Central Illinois is requesting assistance in the amount of $100,000.00 for rehabilitation of the facilities located on the property at 300 S. 15th Street utilizing the City's Community Development Block Grant (CDBG) funds; and

WHEREAS, the Springfield Police Department has determined that the projects described in Subrecipient Agreement No. 23-203186 involves appropriate expenditure of CDBG funds pursuant to 24 CFR 570.201(c), Public Facilities & Improvements; and

WHEREAS, the proposed activities meet HUD's broad national objective of benefits to low- and moderate-income persons under 24 CFR 570.208(a)(1)(i); and

WHEREAS, the Subrecipient Grant Agreement 23-203186 will be administered by the Springfield Police Department; and

WHEREAS, the proposed Subrecipient Agreement shall be located in the Office of the City Clerk.

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

Section 1: That the City Council hereby approves Subrecipient Agreement 23-203186 with Boys and Girls Clubs of Central Illinois for use of the City's Community Development Block Grant (CDBG) funds in an amount not to exceed $100,000.00 for rehabilitation of the facilities located on the property at 300 S. 15th Street.

Section 2: That the Office of Budget and Management is hereby authorized to make payments in an amount not to exceed $100,000.00 to Boys and Girls Clubs of Central Illinois (0BOY3400) from account number 001-112-POLC-ILCJ-2110 pursuant to the terms and conditions of Subrecipient Agreement 23-203186.

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

PASSED: _____, **2026**

RECORDED: _____, **2026**

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

SIGNED: _____, **2026**

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

3-31-26
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

S:\WPDOCS\Ordinances\SPD\2026\Agreements\SubReceipent\Boys & Girls Club - 23-203186.docx F.R. 04.07.26 ~ NF

2026-184

BOYS & GIRLS CLUBS
OF CENTRAL ILLINOIS

Date: 12.2.25

Springfield Police Department
Attn: Assistant Chief Ryn Leach #623
800 E. Monroe Street
Springfield, IL 62701

Dear Asst. Chief Leach and Members of the Springfield Police Department,

On behalf of the Boys & Girls Clubs of Central Illinois (BGCCIL), I would like to express our sincere appreciation for your partnership and leadership in advancing youth safety, wellness, and positive development across our community. As the subgrantee for the Springfield Police Department's upcoming grant award, BGCCIL is honored to submit the following project proposal outlining how these funds will be used to expand high-impact recreational and fitness programming for Springfield's young people.

Through this partnership, BGCCIL will receive **$100,000** in grant funding to support critical upgrades to our physical activity spaces and interactive fitness infrastructure. These enhancements will directly benefit at-risk youth ages 5–18 by increasing access to healthy activities, structured after-school engagement, and positive relationships with trusted adults—including officers within the Springfield Police Department.

Our proposed improvements include:

1. **Construction of a new 90' x 50' outdoor basketball court** with two adjustable rims, court striping, and removal of the existing deteriorated surface. This court will provide a safe, reliable space for sports leagues, evening recreation, mentoring programs, and police-youth engagement activities.
2. **Installation of the iWall interactive fitness gaming system**, designed to promote balance, coordination, reaction time, and spatial awareness through technology-based exercise.
3. **Installation of a Lü Interactive Playground (UNO System)**, a high-engagement projection and audio system used for movement-based learning, academic games, and large-group fitness experiences.

2026-184

4. **Purchase of an iStep/iDance 4-player fitness platform**, supporting agility, dance, rhythm, and cardiovascular development through music-driven, multiplayer activity.

Together, these additions will modernize our sports and recreation offerings while strengthening prevention-focused programming that keeps youth safe, active, and meaningfully connected to the caring adults around them.

The total project cost is **$120,795**. BGCCIL is fully committed to fundraising the remaining balance of **$20,795**, to complete this initiative. This partnership reflects our shared commitment to helping Springfield's young people thrive academically, socially, and physically.

We are grateful for your continued trust and collaboration. The Springfield Police Department's support allows BGCCIL to provide a safe haven for hundreds of youths each day and to deliver programming that reduces risky behaviors and strengthens the fabric of our community.

Please feel free to contact me directly if any additional details, documentation, or clarifications are needed. We look forward to continuing this impactful partnership.

Tiffany Mathis Posey

Tiffany Mathis Posey

CEO & Executive Director
Boys & Girls Clubs of Central Illinois
Administrative Office
430 W Jefferson St.
Springfield, IL, 62702

2026-184

Boys & Girls Clubs of Central Illinois
Grant Proposal & Budget Justification

Item	Description	Cost
Outdoor Basketball Court	Construction of new 90' x 50' court, rims, paint, demolition	$58,500
iWall System	Interactive fitness gaming wall	$24,995
Lü Interactive Playground	UNO system + 1-year Lü+ subscription	$27,700
iStep / iDance System	4-player iDance platform	$9,600
Total Project Cost		$120,795
Grant Contribution	Springfield Police Department	$100,000
BGCCIL Match Needed	To be fundraised	$20,795

BGCCIL is committed to fundraising the remaining balance to fully execute this project in partnership with the Springfield Police Department.

2026-184

CERTIFICATION	STATE OF ILLINOIS UNIFORM GRANT BUDGET MODIFICATION TEMPLATE	AGENCY: Commerce & Economic Opportunity

Organization Name: City of Springfield		DUNS # 25955852	NoFO #
CSFA # 420-00-2725	CSFA Description:		Fiscal Year: 2024
			Grant Number 23-203186

(2 CFR 200.415)

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and that any false, fictitious, or fraudulent information or the omission of any material fact, could result in the immediate termination of my grant award(s).

City of Springfield
Institution/Organization

Signature

Rotmond Metzger
Name of Official

Director Office of Budget + Mgmt
Title

Chief Financial Officer (or equivalent)

Date of Execution

City of Springfield
Institution/Organization

Signature

GEM

Misty Buscher
Name of Official

Mayor
Title

Executive Director (or equivalent)

1/14/26
Date of Execution

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.

☐ Unilateral Modification/Waiver, no grantee signature required.

2026-184

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

CONTACT PERSON: Kalvin Gaskill

OFFICE REQUESTING: Springfield Police Department

PHONE NUMBER: 217-788-8345 x4314

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

FISCAL IMPACT: $100,000.00

SUGGESTED TITLE: Ordinance Authorizing Subrecipient Agreement with Boys & Girls Clubs of Central IL through DCEO Community Connections Grant #23-203186 in an Amount Not to Exceed $100,000.00 for the Springfield Police Department.

CONTRACTOR / VENDOR NAME: Boys & Girls Clubs of Central IL **VENDOR NO:** 0BOY3400

CONTRACT TERM: ends 6/30/2026 **Change in Scope Yes** ☐ **No** ☐

CONTRACT AMOUNT: $100,000.00 (Original amount if change order) **Change Order #** _____ **Additional Amount** _____

Method of Purchase (check one)

☐ Low Bid ☑ Other: GF

☐ 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	001	112	POLC	ILCJ	2110	100,000.00
2						
3						
4						

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

Proposal, Budget

STAFF ANALYSIS

BGCCIL will receive $100,000 in DCEO #23-203186 Community Connections grant funding to support critical upgrades to the physical activity spaces and interactive fitness infrastructure.

-Construction of a new 90' x 50' outdoor basketball court
-Installation of the iWall interactive fitness gaming system
-Installation of a Lü Interactive Playground (UNO System)
-Purchase of an iStep/iDance 4-player fitness platform

FUNDS CHECK BY: C. Heingel **Date:** 02/09/2026

DIRECTOR / SUPERVISOR: D. L. [signature] **Date:** 2/11/26

CITY PURCHASING AGENT: [signature] **Date:** 3/16/2026

SIGN OFF: [signature]

(Mayor's Signature) GFM

(Director of OBM) [signature]

The information supplied on this form is not confidential information

2026-184

AN ORDINANCE AUTHORIZING A SUBRECIPIENT AGREEMENT WITH SOJOURN SHELTER & SERVICES, INC. AND PAYMENT IN AN AMOUNT NOT TO EXCEED $550,000.00, FROM JULY 1, 2025, THROUGH JUNE 30, 2026, PURSUANT TO ICJIA GRANT NO. 102601-3 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 Co-Responder programs from July 1, 2025, through June 30, 2026; and

WHEREAS, it is necessary to authorize a Subrecipient Agreement with Sojourn Shelter & Services, Inc. for use of ICJIA Grant No. 102601-3 funds in the amount of $550,000.00, for expenses accrued during July 1, 2025 through June 30, 2026; and

WHEREAS, a copy of the Subrecipient Agreement under ICJIA Grant No. 102601-3 with Sojourn Shelter & Services, Inc. shall be on file in the Office of the City Clerk.

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

Section 1: That the City Council hereby authorizes a Subrecipient Agreement with Sojourn Shelter & Services, Inc. and authorizes payment of $550,000.00 pursuant to funds received from Illinois Criminal Justice Information Authority (ICJIA) Grant 10601-3 for expenses accrued during 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 $550,000.00 to Sojourn Shelter & Services, Inc. from account number 001-112-POLC-CORE-2110 pursuant to the terms and conditions of the Subrecipient Agreement.

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:

3-31-26
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

GRANT AGREEMENT
BETWEEN
City of Springfield
AND
SOJOURN SHELTER & SERVICES, INC.

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

PART ONE – The Uniform Terms

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

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

2026-185

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

City of Springfield

By: _____
Misty Buscher, Mayor, City of Springfield GBR
Date: _____

By: _____
Ramona Metzger, Director,
Office of Budget and Management, City of Springfield
Date: _____

By: _____
Joseph Behl, Chief of Police, City of Springfield
Date: _____

Sojourn Shelter & Services, Inc.

By: Angela M. Bertoni, CEO
Angela M. Bertoni, CEO
Date: 3/5/2026

By: _____
Signature of Authorized Representative, Title
Date: _____

2026-185

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

CONTACT PERSON: Kalvin Gaskill

OFFICE REQUESTING: Springfield Police Department

PHONE NUMBER: 217-788-8345 x4314

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

Emergency Passage allowing for Grant Funded activities and reimbursement to commence due to the delays in approvals from ICJIA on Co-Responder Grant #102601 subrecipients and contracts which end 6/30/2026

FISCAL IMPACT: $550,000.00

SUGGESTED TITLE: Ordinance Authorizing Subrecipient Agreement No.102601-3 with Sojourn Shelter & Services, Inc. Pursuant to ICJIA Co-Responder Grant Agreement No.102601 in an amount Not to Exceed $550,000.00 from July 1, 2025 through June 30,2026 for the Springfield Police Department

CONTRACTOR / VENDOR NAME: Sojourn Shelter & Services, Inc. **VENDOR NO:** VC*8204

CONTRACT TERM: 7/1/25-6/30/26 **Change in Scope Yes** ☐ **No** ☐

CONTRACT AMOUNT: $550,000.00 _____ _____

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

Method of Purchase (check one)

☐ Low Bid
☐ Low Bid Meeting Specs
☐ Low Evaluated Bid
☒ Other: GRANT
☐ 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	550,000.00
2						
3						
4						

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

Grant Agreement #102601-3,

STAFF ANALYSIS

This ordinance provides the ability to fund reimbursements to Sojourn Shelter & Services, Inc. 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 #102601-3

FUNDS CHECK BY: C. Heinzel **Date:** 03/17/2026

DIRECTOR / SUPERVISOR: _____ **Date:** 3/17/26

CITY PURCHASING AGENT: _____ **Date:** 3-17-2026

SIGN OFF: _____ _____

(Mayor's Signature) GDM (Director of OBM)

The information supplied on this form is not confidential information.

2026-185

2026-186

AN ORDINANCE AUTHORIZING A SUBRECIPIENT AGREEMENT NO. 102601-1 WITH ENVISION UNLIMITED AND PAYMENT IN AN AMOUNT NOT TO EXCEED $250,000.00 PURSUANT TO ICJIA CO-RESPONDER GRANT NO. 102601 FROM JULY 1, 2025, THROUGH JUNE 30, 2026, 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 Co-Responder programs; and

WHEREAS, it is necessary to authorize a Subrecipient Agreement with Envision Unlimited for expenses accrued during July 1, 2025, through June 30, 2026, for use of ICJIA Grant No. 102601-1 funds in the amount of $250,000.00; and

WHEREAS, a copy of the Subrecipient Agreement with Envision Unlimited shall be on file in the Office of the City Clerk.

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

Section 1: That the City Council hereby authorizes a Subrecipient Agreement Grant No. 102601-1 with Envision Unlimited for expenses accrued and authorizes payment in an amount not to exceed $250,000.00 pursuant to funds received from Illinois Criminal Justice Information Authority (ICJIA) Grant 102601 for Co-Responder programs through June 30, 2026. The Mayor and City Clerk are authorized to execute the Subrecipient Agreement and any other necessary documents to effectuate this program on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay $250,000.00 to Envision Unlimited from account number 001-112-POLC-CORE-2110 pursuant to the terms and conditions of the Subrecipient Agreement under ICJIA Grant 102601-1.

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:

3-31-26
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

2026-186

GRANT AGREEMENT
BETWEEN
City of Springfield
AND
Envision Unlimited

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

PART ONE – The Uniform Terms

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

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

2026-186

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

City of Springfield

By: _____
Misty Buscher, Mayor, City of Springfield
Date: _____

By: _____
Ramona Metzger, Director,
Office of Budget and Management, City of Springfield
Date: _____

By: _____
Joseph Behl, Chief of Police, City of Springfield
Date: 3/12/26

Envision Unlimited

By: _____
Mark McHugh, CEO of Envision Unlimited
Date: 3/10/26

By: _____
Chris Nordloh, CFO of Envision Unlimited
Date: 2/25/2026

2026-186

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

CONTACT PERSON: Kalvin Gaskill

OFFICE REQUESTING: Springfield Police Department

PHONE NUMBER: 217-788-8345 x4314

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

Emergency Passage allowing for Grant Funded activities and reimbursement to commence due to the delays in approvals from ICJIA on Co-Responder Grant #102601 subrecipients and contracts which end 6/30/2026

FISCAL IMPACT: $250,000.00

SUGGESTED TITLE: Ordinance Authorizing Subrecipient Agreement No.102601-1 with Envision Unlimited Pursuant to ICJIA Co-Responder Grant Agreement No.102601 in an amount Not to Exceed $250,000.00 from July 1, 2025 through June 30,2026 for the Springfield Police Department

CONTRACTOR / VENDOR NAME: Envision Unlimited **VENDOR NO:** VC*8452

CONTRACT TERM: 7/1/25-6/30/26 **Change in Scope Yes** ☐ **No** ☐

CONTRACT AMOUNT: $250,000.00 (Original amount if change order) **Change Order #** _____ **Additional Amount** _____

Method of Purchase (check one)

☐ Low Bid ☐ 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	001	112	POLC	CORE	2110	250,000.00
2						
3						
4						

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

Grant Agreement #102601-4

STAFF ANALYSIS

This ordinance provides the ability to fund reimbursements to Envision Unlimited 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 #102601-1

FUNDS CHECK BY: C. Heinzel **Date:** 03/16/2026

DIRECTOR / SUPERVISOR: [signature] **Date:** 3/12/26

CITY PURCHASING AGENT: [signature] **Date:** 3/16/2026

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

The information supplied on this form is not confidential information.

2026-186

AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS FOR ADVISORY BODY DEVELOPMENT, FACILITATION OF RESEARCH, AND PLANNING, IN AN AMOUNT NOT TO EXCEED $54,592.00, FOR THE SPRINGFIELD POLICE DEPARTMENT

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

WHEREAS, the Springfield Police Department desires help in conducting research on evidence based best practices and successful models for community participation in policing partnership advisory bodies and present a report of tangible options and opportunities in designing and developing the advisory body, including its structure, governance, operational implementation, recommended membership and sustainability; and

WHEREAS, the Board of Trustees of the University of Illinois for the Center for State Policy and Leadership at the University of Illinois at Springfield ("UIS') has the expertise necessary to complete a needs assessment to assist the City of Springfield with facilitating, coordinating, and administering the advisory body, in an amount not to exceed $54,592.00; and

WHEREAS, it is in the best interest of the City of Springfield to accept this contractual agreement from the University of Illinois Springfield (UIS); and

WHEREAS, a copy of the contractual 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 accepts the contractual agreement with the Board of Trustees of the University of Illinois Springfield (UIS) for advisory body development, facilitation of research and action/evaluation planning, in an amount not to exceed $54,592.00. The Mayor and City Clerk are hereby authorized to execute any necessary documents to effectuate the terms of this ordinance on behalf of the City of Springfield

Section 2: That the Office of Budget and Management is hereby authorized to pay $54,592.00 from account number 001-112-POLC-CNBS-1232.

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

PASSED: _____, 2026

RECORDED: _____, 2026

ATTEST: _____
City Clerk Charles L. Redpath Sr.

SIGNED: _____, 2026

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

4-1-26
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

Telephone: (217) 206-7409
Fax: (217) 206-7623
Email: ora@uis.edu

UNIVERSITY: *For matters related to intellectual property and licensing:*

University of Illinois
Director, Office of Technology Management
319 Ceramics Building
105 South Goodwin Avenue
Urbana, IL 61801
Telephone: (217) 333-7862
Fax: (217) 265-5530
Email: otm@illinois.edu

SPONSOR: Joe Behl, Chief of SPD
City of Springfield, Springfield Police Department
Telephone: 217-788-8322
Fax:
Email: communicationsdirector@springfield.il.us

10.17. AUTHORIZED SIGNATORIES. Each Party represents that the individuals signing this Agreement on its behalf are authorized, and intend, to bind the organization in contract.

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

_____
Paul N. Ellinger, Interim Comptroller

Date _____

_____
Signature of Comptroller Delegate

_____
Printed Name and Title of Comptroller Delegate

SPONSOR

_____
Signature GEA

_____
Name and Title of Authorized Signatory

Date _____

UNDERSTOOD AND AGREED:

_____
Principal Investigator

Approved for form by University Counsel: 06/01/2018

2026-187

Exhibit A

Project Scope

ADVISORY BODY DEVELOPMENT, ADVISORY BODY FACILITATION, AND ACTION PLAN/EVALUATION

Advisory Body Development: In collaboration with City of Springfield, CHR, and SCoDR, UIS CSPL will conduct research on evidence-based best practices and successful models for community participation in policing partnership advisory bodies and present a report of tangible options and opportunities in designing and developing the advisory body, including its structure, governance, operational implementation, recommended membership, and sustainability. Additional data collections methods will be designed and implemented to ensure the voices of the Springfield community are analyzed and utilized for reports and final documents. Additionally, bylaws and implementing documents will be developed to accompany the selected option for the advisory body.

Advisory Body Facilitation: Per the adopted bylaws of the advisory body, UIS CSPL will assist SPD in facilitating, coordinating, and administering the advisory body. This includes assisting with organizing meetings and collecting notes for public consumption following the meetings. SPD will provide a primary point of contact for UIS CSPL to manage the ongoing activities of the advisory body.

Strategic Action Plan and Evaluation Plan: In conjunction with the City of Springfield, CHR, SCoDR, advisory body and other stakeholders, UIS will design a strategic action plan and evaluation plan for the advisory body and its activities. As necessary beyond the community engagement methods in developing the advisory body, it will design a community-based participatory research approach to garner community voices and perspectives to address identified problems in the community. This will assist SPD and the advisory body prioritize its attention. Recommended potential methods would involve a multi-method approach that combines survey research, focus groups, and public meetings with members of the community. Further, UIS will provide the necessary analysis for the progress on the strategic action plan efforts and evaluation. UIS will produce at least one report annually covering the advisory body's progress on the strategic action plan and evaluation of activities completed for public consumption.

Project Timeline and Budget

The project timeline will begin on January 16, 2026, or upon execution of the agreement, and extend until January 15, 2027, renewable as agreed upon. The budget is based on the project components, estimated hours for completion and personnel tasked for the project component.

	Research/Report on Structure/Operations	Facilitation & Administration*	Community-based Participatory Research/Strategic Action Plan/Evaluation
Estimated Total	$5,586	$15,929	$33,077

Other

To assist UIS with the project plan, UIS suggests that the City of Springfield, SPD:

1. Assigns a representative of the SPD as the primary contact to serve as a resource for UIS during the planning process and project tasks.
2. Have that representative(s) commit to meeting with UIS, CHR and SCoDR as scheduled or ad-hoc as necessary.
3. Commit SPD to respecting the independence of the UIS team when it comes to the associated project data and presenting their work accurately.

2026-107

Exhibit B

Project Budget

City of Springfield - Springfield Police Department
Research, Facilitation, and Evaluation
Center for State Policy and Leadership
Estimated Project Dates - January 16, 2026 - January 15, 2027
Illustrative Budget for Fixed Price Contract

		Research/Report on Structure/Operations	Survey/Evaluation	Total
PERSONNEL		Budget	Budget	Total Budget
Byrnes, Patricia	Administration & Research Support	$ 385.00		$ 385.00
Byrnes, Patricia	Sangamon Co Survey-Data Analysis & Report		$ 1,540.00	$ 1,540.00
Jones, Cindy	Administration & Research Support	$ 810.00		$ 810.00
Jones, Cindy	Sangamon Co Survey-Data Analysis & Report		$ 600.00	$ 600.00
Lamb, Molly	Administration & Research Support	$ 1,998.00		$ 1,998.00
Lamb, Molly	Sangamon Co Survey-Data Analysis & Report		$ 1,480.00	$ 1,480.00
Reece, Tonda	Administration & Research Support	$ 145.00		$ 145.00
Reece, Tonda	Sangamon Co Survey-Data Analysis & Report		$ 580.00	$ 580.00
Simmons, Alan	Sangamon Co Survey Draft & Analysis		$ 945.00	$ 945.00
Simmons, Alan	Sangamon Co Survey-Data Analysis & Report		$ 1,260.00	$ 1,260.00
Josh Friedman	Administration & Research Support	$ 200.00		$ 200.00
Josh Friedman	Sangamon Co Survey-Data Analysis & Report		$ 800.00	$ 800.00
Tawnya Hackler	Administration & Research Support	$ 195.00		$ 195.00
Emma Laztz	Administration & Research Support	$ 90.00		$ 90.00
Total Personnel Expenses		$ 3,823.00	$ 7,205.00	$ 11,028.00
FRINGE BENEFITS				
Byrnes, Patricia	Administration & Research Support	181.00		$ 181.00
Byrnes, Patricia	Sangamon Co Survey-Data Analysis & Report		724.00	$ 724.00
Jones, Cindy	Administration & Research Support	381.00	-	$ 381.00
Jones, Cindy	Sangamon Co Survey-Data Analysis & Report	-	282.00	$ 282.00
Lamb, Molly	Administration & Research Support	940.00	-	$ 940.00
Lamb, Molly	Sangamon Co Survey-Data Analysis & Report	-	696.00	$ 696.00
Reece, Tonda	Administration & Research Support	68.00	-	$ 68.00
Reece, Tonda	Sangamon Co Survey-Data Analysis & Report	-	273.00	$ 273.00
Simmons, Alan	Sangamon Co Survey Draft & Analysis	-	444.00	$ 444.00
Simmons, Alan	Sangamon Co Survey-Data Analysis & Report	-	593.00	$ 593.00
Josh Friedman	Administration & Research Support	94.00	-	$ 94.00
Josh Friedman	Sangamon Co Survey-Data Analysis & Report	-	376.00	$ 376.00
Tawnya Hackler	Administration & Research Support	92.00	-	$ 92.00
Emma Laztz	Administration & Research Support	7.00	-	$ 7.00
Total Fringe Benefit Expenses		$ 1,763.00	$ 3,388.00	$ 5,151.00
Total Personnel & Fringe Benefit Expenses		$ 5,586.00	$ 10,593.00	$ 16,179.00
Commodities/Supplies				
Refreshments/Snacks	Focus Groups		500.00	$ 500.00
Total Commodities/Supplies Expenses		$ -	$ 500.00	$ 500.00
Travel				
Mileage	Focus Groups		154.00	$ 154.00
Total Travel Expenses		$ -	$ 154.00	$ 154.00
Contractual				
Printing	Sangamon Co Citizens Survey/Intro Letters		1,800.00	$ 1,800.00
Printing	Sangamon Co Citizens Survey/Survey Questionnaire		6,600.00	$ 6,600.00
Printing	Sangamon Co Citizens Survey/Envelopes		960.00	$ 960.00
Printing	Sangamon Co Citizens Survey/Reminder Post Cards		1,200.00	$ 1,200.00
Postal/Labor	Sangamon Co Citizens Survey/Intro Letters		1,740.00	$ 1,740.00
Postal/Labor	Sangamon Co Citizens Survey/Survey Questionnaire		7,500.00	$ 7,500.00
Postal	Sangamon Co Citizens Survey/Return Envelopes		870.00	$ 870.00
Postal/Labor	Sangamon Co Citizens Survey/Reminder Post Cards		1,160.00	$ 1,160.00
Total Contractual Expenses		$ -	$ 21,830.00	$ 21,830.00
DIRECT COSTS		$ 5,586.00	$ 33,077.00	$ 38,663.00
MTDC		$ 5,586.00	$ 33,077.00	$ 38,663.00
INDIRECT COSTS - MTDC	41.20%	$ 2,301.00	$ 13,628.00	$ 15,929.00
PROJECT TOTAL BUDGET		$ 7,887.00	$ 46,705.00	$ 54,592.00

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

MEMORANDUM

TO: **Kavin Gaskill**

FROM: **Anthony Quinones – Assistant Purchasing Agent**

DATE: **March 24, 2026**

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

I have reviewed the Ordinance Fact Sheet concerning University of Illinois Springfield for contractual agreement to assist SPD in facilitation, coordinating and administrating the Community Health & Policing Advisory Board in an amount not to exceed $54,592.00 for the Springfield Police Department.

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

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GCIU 409-C

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

CONTACT PERSON: Kalvin Gaskill

OFFICE REQUESTING: Springfield Police Department

PHONE NUMBER: 217-788-8345 x4314

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

FISCAL IMPACT: $54,592.00

SUGGESTED TITLE: Ordinance Authorizing Contractual Agreement with University of Illinois Springfield in an amount not to exceed $54,592.00 for Advisory Body Development and Facilitation of Research and Action/Evaluation Planning for the Springfield Police Department.

CONTRACTOR / VENDOR NAME: University of Illinois Springfield **VENDOR NO:** 0UNI4900

CONTRACT TERM: _____ **Change in Scope Yes** ☐ **No** ☐

CONTRACT AMOUNT: $54,592.00 (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	001	112	POLC	CNBS	1232	54,592.00
2						
3						
4						

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

Sponsored Research Agreement

STAFF ANALYSIS

Community Health & Policing Advisory Board and Research Agreement for the Springfield Police Department.
-In collaboration with City of Springfield, CHR, and SCoDR, UIS CSPL will conduct research on evidence-based best practices and successful models for community participation in policing partnership advisory bodies and present a report of tangible options and opportunities in designing and developing the advisory body, including its structure, governance, operational implementation, recommended membership, and sustainability.

-UIS CSPL will assist SPD in facilitating, coordinating, and administering the advisory body.

-In conjunction with the City of Springfield, CHR, SCoDR, advisory body and other stakeholders, UIS will design a strategic action plan and evaluation plan for the advisory body and its activities. As necessary beyond the community engagement methods in developing the advisory body, it will design a community-based participatory research approach to garner community voices and perspectives to address identified problems in the community.

FUNDS CHECK BY: C. Heinzel **Date:** 03/24/2026

DIRECTOR / SUPERVISOR: DC **Date:** 3/24/26

CITY PURCHASING AGENT: **Date:** _____

SIGN OFF: _____ (Mayor's Signature) GEM

_____ (Director of OBM)

The information supplied on this form is not confidential information.

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AN ORDINANCE AUTHORIZING EXECUTION GRANT AGREEMENT NO. 23-203186 WITH FLOCK GROUP, INC TO PURCHASE (3) FLOCK MOBILE SECURITY TRAILERS IN AN AMOUNT NOT TO EXCEED $75,000.00 FUNDED THROUGH THE STATE OF ILLINOIS DEPARTMENT OF COMMERCE & ECONOMIC OPPORTUNITY 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, Flock Group, Inc is requesting the use of Community Connections Grant funds in an amount not to exceed $75,000.00 to purchase (3) Flock Mobile Security Trailers as outlined in the attached invoice #80504; and

WHEREAS, it is in the best interest of the City of Springfield to authorize Grant Agreement 23-203186 with Flock Group, Inc; and

WHEREAS, the proposed invoice agreement shall be located in the Office of the City Clerk.

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

Section 1: That the City Council hereby approves the grant agreement with Solid Flock Group, Inc for the use of Community Connection Grant Funds for the purchase of (3) Flock Mobile Security Trailers as outlined in the attached invoice #80504.

Section 2: That the Office of Budget and Management is hereby authorized to make a payment in an amount not to exceed $75,000.00 to Flock Group, Inc from account number 001-112-POLC-ILCJ-1507 pursuant to the terms and conditions of Grant Agreement 23-203186.

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

PASSED: _____, 2026

RECORDED: _____, 2026

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Requested by: Mayor Misty Buscher

SIGNED: _____, 2026

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

3-31-26
Office of Corporation Counsel/Date

flock safety

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number INV-80504
Invoice Date: 12/1/2025
Due Date: 12/31/2025
Payment Terms: Net 30
PO#: pending
W-9 Form [Download]
Certificates of Insurance [Download]

Bill To: IL - Springfield PD
800 East Monroe Street
Springfield, Illinois, 62701

Ship To: IL - Springfield PD
800 East Monroe Street
Springfield, Illinois 62701

Billing Company Name: IL - Springfield PD
Billing Contact Name: SPD Fiscal
Billing Email Address: spdfiscal@springfield.il.us

Payment Terms: Net 30
Contracted Billing Structure: Annual

Notes: IL - Springfield PD - 3 Trailers: Year 2 of 17 Month Term, 2026 - 2027

Please note a minor change to our invoices starting February 1, 2025 updating product/SKU names listed in each line item. This change is only to naming conventions and will not affect the products, functionality, or services you receive from Flock Safety. Please update your payment system to reflect these new product/SKU names as needed.

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flock Mobile Security Trailer - Subscription	3	$25,000.00	$0.00	$75,000.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.
Link to Location of Services: https://planner.flocksafety.com/public/4b1ef162-1432-4e24-bde1-45e0339a8d5f

Subtotal:	**$75,000.00**
Sales Tax:	**$0.00**
Credit:	**$0.00**
Payments:	**$0.00**
Balance Due:	**$75,000.00**

If you have questions about your invoice, are providing an exemption certificate or need to update your billing contact information, please email billing@flocksafety.com or call 866-901-1781, option 3.

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flock safety

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number	INV-80504
Invoice Date:	12/1/2025
Due Date:	12/31/2025
Payment Terms:	Net 30
PO#:	pending

Payment Remittance Information	
Pay by Check:	**Pay by ACH:**
Payable to: Flock Group Inc Memo: INV-80504 Mail to: PO Box 121923 Dallas, TX 75312-1923	Account Legal Name: Flock Group Inc. Account Number: 3302113966 Account Type: Checking Routing / SWIFT Code: 121140399 / SVBKUS6S
If paying by check, please include the remittance slip below.	*If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.*

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via USPS:	Flock Group Inc PO Box 121923 Dallas, TX 75312-1923	Account:	IL - Springfield PD
Or		Invoice #	INV-80504
If sending via UPS, FedEx or USPS:	Flock Group Inc 891923 885 East Collins Boulevard, Suite 110 Richardson, TX 75081	Amount Due:	**$75,000.00**
		Amount Enclosed:	$_____

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Amendment No. 003
Agreement No. 23-203186

AMENDMENT TO THE GRANT AGREEMENT

BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
City of Springfield

The State of Illinois (State), acting through the undersigned agency (Grantor) and **City of Springfield** (Grantee) (collectively, the "Parties" and individually, a "Party") agree that this Amendment (Amendment) will amend the Grant Agreement (Agreement) referenced herein. All terms and conditions set forth in the original Agreement and any subsequent amendment, but not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this Amendment shall prevail.

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

ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

Kristin A. Richards by Kenneth D. Allen, Program Accounting Manager

Digitally signed by Kristin A. Richards by Kenneth D. Allen, Program Accounting Manager
Date: 2026.02.20 11:53:18 -06'00'

By: _____
Signature of Kristin A. Richards, Director

Date: _____

By: _____
Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____
Designee

By: _____
Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantor Approver

City of Springfield

By: _____
Signature of Authorized Representative

Date: 2/5/26

Printed Name: Misty Buscher

Printed Title: Mayor, City of Springfield

Email: misty.buscher@springfieldil.us

By: _____
Signature of Second Grantee Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantee Approver
(optional at Grantee's discretion)

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CERTIFICATION	STATE OF ILLINOIS UNIFORM GRANT BUDGET MODIFICATION TEMPLATE	AGENCY: Commerce & Economic Opportunity

Organization Name: City of Springfield		**DUNS #** 25955852	**NoFO #**
CSFA # 420-00-2725	**CSFA Description:**		**Fiscal Year:** 2024
			Grant Number 23-203186

(2 CFR 200.415)

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and that any false, fictitious, or fraudulent information or the omission of any material fact, could result in the immediate termination of my grant award(s).

City of Springfield
Institution/Organization

Signature

Raymond Metzger
Name of Official

Director Office of Budget + Management
Title

Chief Financial Officer (or equivalent)

Date of Execution

City of Springfield
Institution/Organization

Signature

Misty Buscher
Name of Official

Mayor
Title

Executive Director (or equivalent)

1/14/26
Date of Execution

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.

☐ Unilateral Modification/Waiver, no grantee signature required.

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MAX-OUT Foundation	Subaward	Sport camps, and athletic experiences for at risk youth		*$29,500*
Lights ON!	Contract	Vehicle repair voucher program	$	*50,000.00*
Clean Slate Advocates	Subaward	Laundry services for individuals unable to afford to pay	$	*50,000.00*
Washington Street Mission	Subaward	Laundry services for homeless individuals		*$15,000*
Flock Safety, Inc	Contract	Mobile surveillance systems		*$75,000*
City Water, Light & Power	Contract	Personnel costs for staffing related community connections events		*$72,835*
The Outlet	Subaward	Update and upgrade sports recreation courts/fields and Playground for afterschool programming and Mentorship Programs		*$100,000*
Central IL Foodbank	Subaward	Supplemental Food Distributions for individuals and Families		*$20,000*
Jermaine Ward	Contract	Ring Doorbell installation contractor		*$11,286*
			$	-
		State Total	$	***1,695,282.00***

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ORDINANCE FACT SHEET

DATE OF 1st READING: _____

CONTACT PERSON: Kalvin Gaskill

OFFICE REQUESTING: Springfield Police Department

PHONE NUMBER: 217-788-8345 x4314

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

FISCAL IMPACT: $75,000.00

SUGGESTED TITLE: Ordinance Authorizing Agreement with Flock Group Inc. to purchase (3) Flock Mobile Security Trailers in an Amount Not to Exceed $75,000.00 to be funded by DCEO Community Connections Grant #23-203186

CONTRACTOR / VENDOR NAME: Flock Group Inc. **VENDOR NO:** VC*7432

CONTRACT TERM: _____ **Change in Scope Yes** ☐ **No** ☐

CONTRACT AMOUNT: $75,000.00 (Original amount if change order) **Change Order #** _____ **Additional Amount** _____

Method of Purchase (check one)

☐ Low Bid
☐ Low Bid Meeting Specs
☐ Low Evaluated Bid
☑ Other: Grant Funded
☐ 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	ILCJ	1507	75,000.00
2						
3						
4						

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

Flock Invoice #80504, DCEO Grant Budget approval documents

STAFF ANALYSIS

Ordinance to Purchase (3) Flock Mobile Security Trailers in an amount not to exceed $75,000.00 through DCEO Community Connections Grant #23-203186.

FUNDS CHECK BY: C. Heinzel **Date:** 03/10/2026

DIRECTOR / SUPERVISOR: D.C. Lee **Date:** 3/9/26

CITY PURCHASING AGENT: **Date:** 3/10/2026

SIGN OFF: _____ (Mayor's Signature) GEM

(Director of OBM)

The information supplied on this form is not confidential information.

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AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH THE CITY OF SPRINGFIELD AND THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS FOR FIRE PROTECTION SERVICES FROM JULY 1, 2026, THROUGH JUNE 30, 2027, IN AN AMOUNT NOT TO EXCEED $70,194.50, FOR THE OFFICE OF BUDGET AND MANAGEMENT

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

WHEREAS, the Board of Trustees of the University of Illinois is seeking fire protection services from the City of Springfield for the University of Illinois; and

WHEREAS, the parties have reached an agreement for the provision of fire protection services; and

WHEREAS, the terms of said Agreement provide that the Board of Trustees of the University of Illinois pay the sum of $70,194.50 annually to the City of Springfield for fire protection services at the University of Illinois Springfield (UIS) performed from July 1, 2026, through June 30, 2027; and

WHEREAS, it is in the best interest of the City of Springfield to enter into this contract, which 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 and authorizes the execution of a contract with the Board of Trustees of the University of Illinois for fire protection services, at the University of Illinois Springfield (UIS) from July 1, 2026, through June 30, 2027, for an amount not to exceed $70,194.50.

Section 2: That the Mayor and City Clerk are hereby authorized to execute the above-referenced contract on behalf of the City of Springfield.

Section 3: That the Office of Budget and Management is directed to place all funds received pursuant to the attached contract into Account Number 001-108-FIRE-FOPR-1570.

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

PASSED: _____, **2026**

RECORDED: _____, **2026**

ATTEST: _____
City Clerk Charles L. Redpath Sr.

SIGNED: _____, **2026**

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

4-2-26
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

UNIVERSITY OF ILLINOIS SYSTEM

CONTRACT BETWEEN
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
AND
City of Springfield

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Contract for Procurement of Supplies and Services

ARTICLE 1. Identification of Parties

The parties to this contract are:

(a)The Board of Trustees of the University of Illinois, a public body corporate and politic of the State of Illinois ("University"), on behalf of Campus Police and (b) City of Springfield, a Tax Exempt Organization with its principal office at Municipal Center West 300 South Seventh Street Room 210, Springfield, IL 62701 ("Vendor").

ARTICLE 2. Supplies and/or Services

2.1. **Supplies and/or Services.** Vendor will deliver the following "Supplies" and/or perform the following "Services" and will obtain at Vendor's expense all necessary licenses and permissions necessary for Vendor's delivery and/or performance:

Vendor will provide fire protection services for all property (real and personal) owned by the Board of Trustees of the University of Illinois located in the Southeast part of the City of Springfield, Illinois, and operated as a higher education. University of Illinois Springfield, as is more generally depicted in Exhibit A.

2.2. **Deliverables**. As part of Vendor's performance of Services, Vendor will furnish to University the following deliverables ("Deliverables"):

Reference Article 2.1

2.3. **Discrepancies/Questions**. If any discrepancies or questions arise during Vendor's performance of the contract, Vendor is responsible for obtaining written clarification from University's Technical Representative before delivering the Supplies and/or providing the Services at issue. Vendor waives all claims for adjustment arising from Vendor's delivery of Supplies and/or performance outside what is described in Section 2.1, without a written contract amendment.

2.4. **Warranty.** Unless otherwise agreed to in writing by the parties, Vendor warrants that (1) all Supplies furnished under this contract will be free of defects in material and workmanship, without liens or encumbrances of title, and will conform to applicable written drawings, specifications and other data, and if not of University's specified design, will be free of design defects and will be fit and sufficient for the purpose intended; and/or (2) the Services (i) will be performed in a timely, competent, workmanlike and professional manner and (ii) will conform to the contract specifications, documentation and requirements and to applicable industry standards for quality. All warranties, whether express or prescribed by law, shall extend for the longer of: (a) 180 days from delivery of Supplies or performance of Services; (b) the warranty period expressly provided by Vendor; or (c) the period set forth by law.

2.5. **Title/Risk of Loss.** Unless otherwise stated on the face of the associated Purchase Order, title to all Supplies furnished under this contract and risk of loss shall pass to University upon delivery at final destination and acceptance by University; all shipments must be fully insured by Vendor, unless otherwise stated, and Vendor shall select the carrier and bear freight cost.

2.6. **Inspection and Acceptance.** All Services provided and Supplies delivered under this contract must comply with

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applicable specifications and are subject to final inspection by University, notwithstanding any prior payments or inspections by University. University's acceptance after final inspection shall be conclusive, except with respect to latent defects or fraud. University may, at its option and without invalidating the remainder of this contract, direct Vendor to (a) promptly remove defective Supplies and issue a credit for the full value of the defective Supplies; (b) repair or replace defective Supplies; or (c) re-perform non-conforming Services at Vendor's expense and risk.

ARTICLE 3. Term and Termination

3.1. **Term.** This contract shall become binding as of July 1, 2026. Unless renewed by University in accordance with Section 3.2, this contract shall expire on June 30, 2027. The term of this contract, including potential renewals, shall not exceed 10 years.

3.2. **Right to Renew.** This contract is not renewable.

3.3. **Termination for Cause.** A party that defaults in performance or commits a material breach of this contract ("defaulting party") shall have 10 days to cure the default or breach after receiving notice from the other party. The non-defaulting party may terminate this contract without further notice and pursue other available legal remedies if the defaulting party fails to cure the breach within the prescribed period, or within such other period of time that is agreed by the parties in writing.

3.4. **Termination for Convenience**. University may terminate this contract for convenience and without any cause by providing at least 30 calendar days' prior written notice to Vendor.

3.5. **Termination for Non-Appropriation**. This contract is subject to termination by University in any year for which the General Assembly fails to make an appropriation to make payments under the contract.

3.6. **Effect of Termination.** In the event of early termination Vendor shall stop performance in accordance with the notice of termination and shall submit to University a final bill for Supplies delivered and/or Services performed up to the date of termination. University is not obligated to pay Vendor for Services until Vendor provides all Deliverables that is in progress or completed as of the date of termination. Vendor must comply with University's instructions to either destroy or return to University all information previously furnished to Vendor.

ARTICLE 4. Compensation

4.1. **Compensation**. University shall pay Vendor compensation at the rate of One-time payment for Supplies delivered and/or Services performed to University's reasonable satisfaction in accordance with the Supplies and/or Services set forth in Section 2.1 above and with the specifications and requirements set forth in Section 2.2 above, if any. University shall reimburse Vendor in accordance with University policy for expenses not included in the compensation rate only if preauthorized in writing by University's representative. Expenses shall be reimbursable only if submitted with all supporting documentation reasonably required by University. University's obligation for total compensation, including authorized expenses, shall not exceed $70,194.50 USD unless approved by written amendment to this contract in accordance with University policies and applicable law.

4.2. **Billing and Payment.** In order to be paid, Vendor must submit a proper invoice to University of Illinois, at upayvendorinvoices@uillinois.edu, no more frequently than monthly. The preferred invoice submission method is by email. If unable to submit by email, invoices may be mailed to University of Illinois Invoice Processing Center, P.O. Box 820, Rantoul IL 61866. A proper bill must include: itemized detail, invoice number, invoice date, invoice amount, remittance address and the University purchase order number. University will either approve the bill for payment, or deny a bill with defects, in accordance with the State Prompt Payment Act (30 ILCS 540) (the "Act"). University will assign a new date of receipt to a bill resubmitted in proper form. University will pay interest

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on approved bills that are not paid within the time period prescribed by the Act. The rate of interest shall be the rate established in the Act on the date that payment becomes late within the meaning of the Act. University will not pay interest of $5 or less and may subtract any applicable discounts before payment.

4.3. Withholdings. University may withhold or may void any invoice to the extent University deems necessary to protect University from loss due to Vendor's: (a) unsatisfactory performance; (b) failure to pay subcontractors; (c) damage to University property; or (d) incomplete, inaccurate or unauthorized billing. University may withhold final payment until Vendor has delivered all Supplies and/or performed all Services to University's reasonable satisfaction in accordance with the specification and/or requirements identified in Article 2.

4.4. Price Adjustments upon Renewal. If renewals are permitted, Vendor must notify University at least 90 calendar days prior to the contract expiration date of any changes to rates and price schedules. Any rate changes shall be in accordance with Vendor's original quotation or response to solicitation. The parties will reflect any rate/price changes in a written contract amendment.

ARTICLE 5. Notices

5.1. Delivery. To be enforceable, all notices must be in writing and delivered to the party's representative(s) named below, appropriate to the nature of the notice, by either certified mail, return receipt requested, or commercial carrier with delivery receipt. Notices are effective upon receipt by the designated representative. A party may change its representative at any time by written notice to the other party.

5.2. Directing Notices. Vendor shall direct all general notices or matters of contract interpretation to University's Contract Representative and notices involving technical or scheduling issues to University's Technical Representative. Vendor must include University's contract number or relevant purchase order number in any notice. Vendor shall direct all formal legal notices to the Board of Trustees.

University Contract Representative	**Second Party Contract Representative**
Laurie Thomas Purchasing & Contract Management – Springfield One University Plaza, BSB 106 Springfield, Illinois 62703-5407 217-206-6606 lthom61@uis.edu	City of Springfield Municipal Center West 300 South Seventh Street Room 210 Springfield, IL Ramona Metzger 217-789-2191 Ramona.Metzger@springfield.il.us
University Technical Representative	**University Legal Notices**
Cassandra Shimkus Campus Police 217-206-7811 charr2@uis.edu	The Board of Trustees of the University of Illinois Attn: Secretary of the Board 352 Henry Administration Building 506 South Wright Street Urbana, Illinois 61801

ARTICLE 6. Insurance

Unless exempt by law, Vendor and its' subcontractors (Vendors) shall maintain the insurance coverages stated below during the term of this contract and shall provide evidence of such coverage to University's Contract Representative upon request. Insurance must be placed with companies with an A.M. Best rating of B+ VI or better rating and will be maintained for the duration of the project or the term for which services will be rendered.

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I. **Commercial General Liability** – limits of not less than:

Bodily Injury & Property Damage - Each Occurrence	$1,000,000
Bodily Injury & Property Damage - General Aggregate	$2,000,000
Products-Completed Operations Aggregate	$2,000,000
Personal & Advertising Injury Liability	$1,000,000
Fire Damage Legal Liability	$ 100,000

II. **Workers' Compensation**, as required by applicable law, with limits of not less than:

Coverage A (Statutory Benefits)	Illinois Statutory
Coverage B (Employer's Liability)	$500,000 each disease
	$500,000 each employee
	$500,000 policy limit

III. **Automobile Liability,** when any motor vehicles are used in connection with work to be performed, Vendor must provide Automobile Liability insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage, combined.

Umbrella liability insurance may be used to meet the coverage requirements shown above.

IV. **Professional Liability** – When the services provided under this contract include any professional services, Vendors shall maintain professional liability insurance coverage at minimum limits as indicated below, for itself, and its employees and agents to include coverage for acts, errors and/or omissions related to the rendering or failure to render such professional services. When the policy is renewed or replaced, the policy retroactive date must coincide with, or precede commencement of services by Vendors under this Contract. A claims-made policy that is replaced or not renewed must have an extended reporting period of at least two years. When Vendors provide medical related services, the policy shall include coverage specific to medical malpractice.

Professional Liability/Errors and Omissions	$1,000,000 per claim
	$3,000,000 annual aggregate

Failure of the University to obtain Certificate(s) or other evidence of insurance from Vendors shall not be deemed a waiver of these insurance requirements. Vendor shall ensure all subcontractors maintain insurance as required herein and will make proof of such insurance available to University upon request. Vendors' failure to comply with the insurance requirements constitute a material breach of contract terms.

ARTICLE 7. Indemnification

Vendor shall indemnify University, its officers, employees, trustees, students, and agents against all demands, claims, damages, liabilities, expenses and reasonable attorney fees and costs arising out of the performance of this contract by Vendor, its employees, subcontractors, and agents. This indemnification obligation shall survive the termination or the expiration of the contract and any order made under it.

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ARTICLE 8. Subcontracts

Vendor shall provide an attachment listing all known or anticipated subcontracts with an annual value of $50,000 or more. The attachment shall include the proposed value of each subcontract and the name and address of the subcontractor. Vendor shall not subcontract any portion of the Supplies and/ or Services without University's prior written permission and shall promptly notify University of any proposed change in subcontractors, together with all relevant information requested by University.

ARTICLE 9. Confidentiality

9.1. **General**. Vendor must treat all information relating to this contract ("University Information") as confidential. Unless required by law, or authorized by University in writing, Vendor shall not disclose University Information to third parties or use University Information for any purpose other than in delivering the Supplies and/or performing the Services.

9.2. **Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (FERPA)**. Unless authorized by law or by written permission of each affected student, Vendor shall not disclose to any third party information concerning University students. Vendor shall protect all records containing student information in accordance with FERPA, its implementing regulations, and University policy. In addition to other remedies, University may terminate this contract immediately upon information that Vendor may have violated this provision.

9.3. **Illinois Personal Information Protection Act, 815 Ill. Comp. Stat. 530 (PIPA).** If applicable, Vendor will cooperate in good faith with University to maintain security and integrity of *personal information* in compliance with PIPA.

9.4. **Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule, 45 C.F.R. parts 160, 162, and 164**. If Vendor is University's *Business Associate*, as that term is defined by the HIPAA Privacy Rule at 45 C.F.R. §160.103, then Vendor agrees to the terms of the HIPAA Business Associate Agreement attached as Exhibit C.

ARTICLE 10. Intellectual Property Rights

10.1. **Title to Work Product and Inventions.** Unless otherwise agreed in writing by University, all works of authorship delivered by Vendor under this contract ("Work Product") shall be considered "works made for hire" under U.S. copyright laws and shall be the exclusive property of University with all rights to make, use, sell, reproduce, distribute, publish, display, and prepare derivative works without further obligation to Vendor. Vendor will not place any restrictive markings upon Work Product. Any inventions, discoveries, or improvements, whether patentable or unpatentable, made by Vendor or its personnel in performing this contract ("Inventions"), including all patent rights therein and any copyrights in materials related thereto, in all jurisdictions, shall belong to and are hereby assigned to University. Vendor shall promptly and fully disclose all Inventions to University and cooperate with University and its agents as may be reasonably required to obtain patent protection for such Inventions, including the signing of assignments of Inventions and patent rights therein, and the signing of any applications or declarations or similar documents related to an application for patent.

10.2. **Pre-Existing Rights**. University shall not claim any interest in Vendor's materials, products, inventions or know-how existing prior to formation of this contract ("Preexisting Materials"). Vendor grants to University a royalty-free, nonexclusive, irrevocable, worldwide license to make, use, sell, and to reproduce, distribute, prepare derivative works and perform, as the case may be, any Preexisting Materials that are included by Vendor in all Supplies, including Work Product and Inventions, provided to University under this contract.

10.3. **Third Party Property**. Vendor represents and warrants that the Work Product and Inventions do not infringe on third party intellectual property rights. Vendor shall not incorporate into the Work Product and Inventions any third party property without University's prior written authorization. If University so authorizes, Vendor must

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obtain for University a license at no cost to University that will enable University to use the Work Product and Inventions without restriction. Vendor shall defend and indemnify University, its officers, employees, trustees, students, and agents against all loss and liability, including reasonable attorney fees, costs, and expenses, resulting from any claim that the Work Product or Inventions infringe any third party intellectual property rights.

ARTICLE 11. Records Retention and Audits

11.1. Maintenance of Books and Records. Vendor shall maintain, and shall cause any subcontractors to maintain, books and records that relate to performance of this contract, including subcontracts, and that support amounts charged, and shall maintain such books and records for three years from the date of final payment or for such longer period of time as is necessary to complete ongoing or announced audits or to comply with any applicable federal requirements. All such books and records shall be available for review and audit by the Auditor General, chief procurement officer for higher education (CPO-HE), internal auditor, or University. Vendor and any of Vendor's subcontractors shall cooperate fully with any audit or request for information from the Auditor General, CPO-HE, internal auditor, or University pursuant to 30 ILCS 500/20-65 and shall not impose any charge for audit or examination.

11.2. Right of Inspection. University may reasonably inspect Vendor's premises, facilities, equipment, and investigate the business reputation and other qualifications of Vendor and any of Vendor's subcontractors throughout the term of this contract.

11.3. Litigation Hold Order Compliance. Vendor shall, and shall cause Vendor's employees and subcontractors to, fully comply with any litigation hold order issued by University in anticipation of third party litigation relating to this contract. Vendor shall promptly retrieve, recover, preserve, retain and, subject to legal privileges, deliver any information and documents, in any format, covered by a litigation hold order.

ARTICLE 12. Additional Statutory and Regulatory Terms

12.1. Excluded Parties. Vendor certifies that neither Vendor nor any of Vendor's directors, officers, employees, agents, and subcontractors who may deliver supplies and/or provide services pursuant to this contract (individually an "Agent") is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from transactions with the U.S. government or by any federal government agency. Vendor shall provide University immediate written notice if Vendor learns that this certification was erroneous when made or if Vendor or any Agent hereafter becomes debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from transactions with the U.S. government or by any federal agency. Vendor further certifies that neither Vendor nor any Agent is presently subject to an investigation or proceeding to exclude either as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. University may terminate this contract immediately without any penalty to University if either of these certifications was erroneous when made or becomes no longer valid during the term of this contract.

12.2. Equal Employment Opportunity. The clause at Ill. Adm. Code tit. 44, § 750.10, Appx. A is incorporated into this contract by reference. If this contract is federally funded and exceeds $10,000, the following clause applies: Vendor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race,

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color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status. Vendor will include this clause in every subcontract awarded under this contract so that the provision is binding upon the subcontractor.

12.3. Employment of Illinois Workers on Public Works Act. Pursuant to the Employment of Illinois Workers on Public Works Act, 30 ILCS 570, Vendor shall employ at least 90% Illinois laborers on all public works projects or improvements or for the clean-up and on-site disposal of hazardous waste whenever there is a period of excessive unemployment in Illinois, except as otherwise permitted in the Act.

12.4. Veterans Preference Act. Pursuant to the Veterans Preference Act, 330 ILCS 55, Vendor shall give preference to veterans of United States military and naval service in appointments and employment on public works projects.

12.5. Public Works Employment Discrimination Act. Pursuant to the Public Works Employment Discrimination Act, 775 ILCS 10, Vendor shall not refuse or deny employment to any person in any capacity on the ground of unlawful discrimination as defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the performance of this Contract.

12.6. Export Control. Vendor shall comply with all relevant laws, whether United States or foreign, governing the exports and re-exports of items and information made under this contract. Prior to providing University with any items subject to the International Traffic in Arms Regulations (ITAR), 22 C.F.R. §§ 120-130, Vendor will notify University and identify the items at issue and the applicable categories and subcategories of the United States Munitions List. University may decline to accept any items or information controlled under ITAR. Vendor will direct all notices under this section to the University Contract Representative.

12.7. Medical Goods and Services. If Vendor furnishes, or otherwise authorizes the furnishing of, Medicaid healthcare items or services, performs billing or coding functions, or is involved in monitoring of healthcare provided by University, then Vendor shall comply with applicable provisions of the Deficit Reduction Act of 2005, 42 U.S.C. §1396a, and adopt University's policies for detecting and preventing waste, fraud, and abuse, which are located at: http:// go.uillinois.edu/DRAVendor.

12.8. Prevailing Wage. If this contract involves (a) a "public works" project within the meaning ofthe Illinois Prevailing Wage Act, 820 ILCS 130, or (b) printing, janitorial, cleaning, window cleaning, building and grounds, site technicians, natural resources, food, or security contracts of $2,000 or more (or $200 or more per month) within the meaning of the Illinois Procurement Code, 30 ILCS 500/25-60, all contractors and subcontractors must pay no less than the general prevailing rate of wages (hourly cash wages plus fringe benefits) in the locality in which the work is produced or performed and comply with all other requirements of the Act. Refer to the prevailing wage rates on the Illinois Department of Labor website at:http://go.uillinois.edu/IDOL.

12.9. Use of Soybean Oil- or Vegetable Oil- Based Ink for Offset Printing Services. If this contract is for offset printing services, Vendor shall use soybean oil- or vegetable oil-based ink unless a State Purchasing Officer determines in writing another ink is more appropriate to assure high quality and reasonable pricing. 30 ILCS 500/45-15.

12.10. Criminal Background Checks. This certification applies if Vendor will be performing any work on campus at University of Illinois. Vendor certifies that it has performed criminal background checks, including sex offender record information (SORI), on all of its employees, agents, and subcontractors who will be performing work on campus at University of Illinois. The criminal background checks must include all jurisdictions where the employee/agent/subcontractor has resided within the past seven years. Vendor also certifies that it will not allow any of its employees, agents, and subcontractors with a criminal conviction for a violent felony and/or a sex offense (misdemeanor or felony) to perform work on campus at University of Illinois.

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ARTICLE 13. General Terms

13.1. Ambiguities. Any rule of construction that would resolve ambiguities against the drafting party shall not apply in interpreting this contract.

13.2. Amendments. No modification of this contract shall be effective unless made by a written amendment signed by each party's authorized signatory.

13.3. Assignment. Neither party may assign its obligations under this contract without the prior written consent of the other party.

13.4. Authorized Signatories. The individuals signing this contract on a party's behalf represent that they have the requisite authority and intent to bind that party to this contract.

13.5. Choice of Law. This contract and all claims arising out of or relating to this contract shall be governed and construed by application of the laws of the State of Illinois without regard to its conflict of law provisions.

13.6. Compliance with Laws. Vendor shall perform all obligations under this contract in compliance with all applicable laws governing the performance. Breach of this provision constitutes a material breach of this contract.

13.7. Counterparts/Facsimile Signatures. This contract may be signed in counterparts. Facsimile signatures constitute original signatures for all purposes.

13.8. Force Majeure. A party is excused from performing its obligations under this contract when conditions beyond its control and unforeseen by the parties make its performance commercially impractical, illegal, or impossible. Conditions of excuse include, but are not limited to: natural disasters, strikes, fires, war, terrorism and threats of terrorism, government actions, and acts or omissions of third parties. So long as the conditions continue, the party whose performance is affected shall keep the other party fully informed about the conditions and the prospects of their ending.

13.9. Headings. Headings in this contract are intended only to assist with readability and are not substantive.

13.10. Independent Contractor. The parties are independent contractors with respect to each other. Nothing in this contract is intended to create any employment, association, partnership, joint venture, or agency relationship between them.

13.11. Integration. This contract with its attachments, amendments and incorporated references constitutes the parties' entire agreement regarding the subject matter.

Attachments include:

Exhibit A – Map of University of Illinois Springfield

13.12. Jurisdiction. Any claims against University must be filed in accordance with the Illinois Court of Claims Act.

13.13. Severability. If any provision of this contract is held by a court of competent jurisdiction to be unenforceable, the provision shall be severed from this contract so long as severance does not affect the enforceability or essential purpose of the remainder of the contract.

13.14. Sovereign Immunity. By entering into this contract, University does not waive the sovereign immunity or any other defenses and immunities afforded to it by Illinois and federal law.

13.15. Use of Name. Vendor shall not use University's name or protected marks for any commercial purpose without University's advance written consent.

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13.16. Waiver. The failure of either party to enforce any provision of this contract shall not waive the party's right to later enforce the provision or the contract.

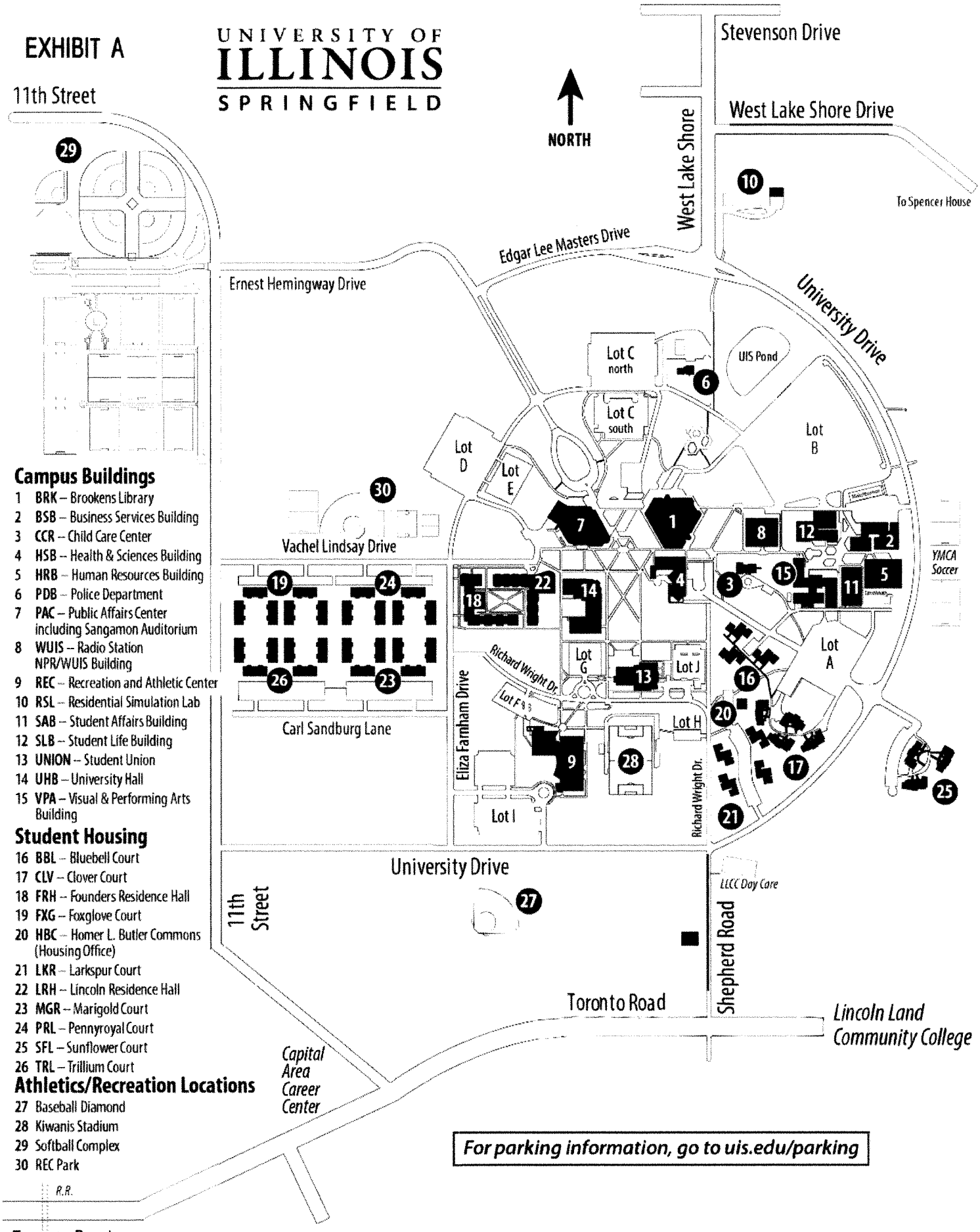
_____ Comptroller Delegate Signature _____ Signature Date	**City of Springfield** By: _____ Printed: _____ Title: _____ Date: _____

Approved as to legal form by Office of University Counsel MS/01.2026

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EXHIBIT A

UNIVERSITY OF ILLINOIS SPRINGFIELD



Campus Buildings

1 **BRK** – Brookens Library
2 **BSB** – Business Services Building
3 **CCR** – Child Care Center
4 **HSB** – Health & Sciences Building
5 **HRB** – Human Resources Building
6 **PDB** – Police Department
7 **PAC** – Public Affairs Center including Sangamon Auditorium
8 **WUIS** – Radio Station NPR/WUIS Building
9 **REC** – Recreation and Athletic Center
10 **RSL** – Residential Simulation Lab
11 **SAB** – Student Affairs Building
12 **SLB** – Student Life Building
13 **UNION** – Student Union
14 **UHB** – University Hall
15 **VPA** – Visual & Performing Arts Building

Student Housing

16 **BBL** – Bluebell Court
17 **CLV** – Clover Court
18 **FRH** – Founders Residence Hall
19 **FXG** – Foxglove Court
20 **HBC** – Homer L. Butler Commons (Housing Office)
21 **LKR** – Larkspur Court
22 **LRH** – Lincoln Residence Hall
23 **MGR** – Marigold Court
24 **PRL** – Pennyroyal Court
25 **SFL** – Sunflower Court
26 **TRL** – Trillium Court

Athletics/Recreation Locations

27 Baseball Diamond
28 Kiwanis Stadium
29 Softball Complex
30 REC Park

For parking information, go to uis.edu/parking

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ORDINANCE FACT SHEET

DATE OF 1st READING: _____

CONTACT PERSON: Ramona Metzger

OFFICE REQUESTING: Office of Budget and Managemer

PHONE NUMBER: 789-2191

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

FISCAL IMPACT: $70,194.50

SUGGESTED TITLE: An ordinance between the City of Springfield and The University of Illinois for the provision of Fire Services between July 1st 2026 through June 30th 2027 in an amount not to exceed $70,194.50.

CONTRACTOR / VENDOR NAME: City of Springfield VENDOR NO: _____

CONTRACT TERM: 07/01/2026-06/30/2027 Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: $70,194.50 _____ _____

(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	001	108	Fire	FOPR	1570	$70,194.50
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.)

Fire Protection Contract

STAFF ANALYSIS

Agreement between The University of Illinois and The city of Springfield for Fire Protection Services in the amount $70,194.50

FUNDS CHECK BY: Courtney Heinzel Digitally signed by Courtney Heinzel Date: 2026.03.16 06:25:47 -05'00' Date: _____

DIRECTOR / SUPERVISOR: [signature] Date: 3·23·26

CITY PURCHASING AGENT: [signature] Date: 3/16/2026

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

The information supplied on this form is not confidential information.

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AN ORDINANCE AUTHORIZING EXECUTION OF AN EMPLOYEE LEASING AGREEMENT WITH MGT IMPACT SOLUTIONS, LLC TO RETAIN DALLAS WHITFORD TO PROVIDE FINANCIAL ASSISTANCE SERVICES FOR THE OFFICES OF BUDGET AND MANAGEMENT AND PLANNING AND ECONOMIC DEVELOPMENT FOR FY27 FOR AN AMOUNT NOT TO EXCEED $60,000.00 FROM MARCH 1, 2026, THROUGH FEBRUARY 28, 2027

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, Dallas Whitford has knowledge of the City's financial processes and is willing and able to perform these services for an amount not to exceed $60,000.00 for FY27 from March 1, 2026, through February 28, 2027; and

WHEREAS, the City desires to retain Dallas Whitford for financial assistance services for the Offices of Budget and Management and Planning and Economic Development; and

WHEREAS, it is necessary to authorize Employee Leasing Agreement with MGT Impact Solutions, LLC to retain the services of Dallas Whitford; and

WHEREAS, the City Purchasing Agent has made a determination that this Agreement 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 Agreement with MGT Impact Solutions, LLC shall be located in the Office of City Clerk.

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

Section 1: That the City Council hereby authorizes Employee Leasing Agreement with MGT Impact Solutions, LLC to retain Dallas Whitford for financial assistance services for the Offices of Budget and Management and Planning and Economic Development for an amount not to exceed $60,000.00 for FY27, from March 1, 2026, through February 28, 2027. The Mayor and the City Clerk are authorized to execute the Employee Leasing Agreement and any other necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay MGT Impact Solutions, LLC (VC*8593) an amount not to exceed $60,000.00 from account number 001-107-GENC-VARI-1218 pursuant to the terms of the Agreement.

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

3-31-26
Office of Corporation Counsel/Date

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

MEMORANDUM

TO: **Ramona Metzger**

FROM: **Anthony Quinones – Assistant Purchasing Agent**

DATE: **February 19, 2026**

SUBJECT: **Professional Services Determination**

I have reviewed the Ordinance Fact Sheet concerning MGT Impact Solutions, LLC for an employee leasing agreement to retain Dallas Whitford to provide financial assistance services to OBM and OPED for FY2027 in an amount not to exceed $60,000.00 for the Office of Budget and Management.

Based on the information provided, I have determined that this vendor possesses a degree of professional skill and expertise in the required area. Pursuant to Section 38.42 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive Bids.

300 SOUTH SEVENTH • ROOM 200 • SPRINGFIELD, ILLINOIS 62701-1681 • (217) 789-2205 • FAX (217) 789-2207

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EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made by **MGT Impact Solutions, LLC** ("MGT"), and the **City of Springfield** (the "Client"). MGT and the Client can be individually identified as a ("Party") and collectively as the ("Parties"). MGT and the Client agree as follows:

SECTION 1
SCOPE OF AGREEMENT

Section 1.01. Assigned Employee. The Client will lease certain employees of MGT, and MGT will lease to the Client, the personnel identified in attached Exhibit **A**, (the "Assigned Employee"). **Exhibit A** identifies the temporary position and/or assignment (the "Assignment") each Assigned Employee will fill at the Client, and it further identifies the base compensation for each Assigned Employee, as of the effective date of this Agreement. **Exhibit A** may be modified from time to time by an amended Exhibit **A** signed by both MGT and the Client. MGT has the sole authority to assign and/or remove the Assigned Employee, provided however, that the Client may request, in writing, that MGT remove or reassign the Assigned Employee which removal or reassignment shall not be unreasonably withheld by MGT. The Parties understand and acknowledge that the Assigned Employee is subject to the Client's day-to-day supervision.

Section 1.02. Independent Contractor. MGT is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. MGT has no authority to bind the Client to any commitment, contract, agreement or other obligation without the Client's express written consent.

SECTION 2
SERVICES AND OBLIGATIONS OF MGT AND CLIENT

Section 2.01. Payment of Wages. MGT will, to the extent applicable and /or required by law, timely pay the wages and related payroll taxes of the Assigned Employee from MGT's own account in accordance with federal and state law and MGT's standard payroll practices. MGT will withhold from such wages all applicable taxes and other deductions elected by the Assigned Employee. The Client acknowledges that MGT may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Client agrees to cooperate with MGT and any such financial entity to ensure timely payment of wages, related payroll taxes, and any applicable fees pursuant to this Section 2.01. As to Assigned Employees, MGT will comply with the Immigration Reform and Control Act of 1986, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act ("ERISA") of 1974, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of Assigned Employee.

Section 2.02. Workers' Compensation. To the extent required by applicable law, MGT will maintain in effect workers' compensation coverage covering its Assigned Employee's work in an Assignment. Any applicable coverage under this Agreement terminates on the Termination Date of this Agreement. It is understood and agreed that the Client shall be under no obligation to reimburse or indemnify MGT for the workers compensation claims of the Assigned Employee(s) and MGT agrees to not seek any such reimbursement and/or indemnification; provided, however, that, this provision shall not

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apply and the Client shall be obligated to reimburse and hold MGT harmless for all loss and expense incurred as a result of such workers compensation claims in the event the Client engaged in intentional, reckless or grossly negligent misconduct relating thereto.

Section 2.03. Employee Benefits. MGT will provide to Assigned Employee those employee benefits identified in the attached **Exhibit B.** MGT may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Assigned Employee will be included in Fees payable to MGT under Section 3.01 of this Agreement.

Section 2.04. Maintenance and Retention of Payroll and Benefit Records. MGT will maintain records of all wages and benefits paid and personnel actions taken by MGT in connection with any of the Assigned Employees. MGT will retain control of such records and make them available for inspection as required by applicable federal, state or local laws.

Section 2.05. Other Obligations of MGT. MGT will comply with any federal, state and local law applicable to its Assigned Employee(s).

Section 2.06. Direction and Control. The Parties agree and acknowledge that, with relation to the work to be performed by the Assigned Employee for Client hereunder, the Client has the right of direction and control over the Assigned Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Assigned Employee(s) will be supervised, directly and indirectly, and exclusively with regard thereto by the Client's supervisory and managerial employees and shall be deemed and considered a "public employee" under the Illinois Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq., and specifically as an agent, volunteer, servant or employee" under Section 1-102 thereof with respect to the work performed for the Client hereunder.

Section 2.07. Obligations of the Client. Pursuant to this Agreement the Client covenants, agrees and acknowledges:

(a) The Client will provide the Assigned Employee with a suitable workplace, that complies with US Occupational Safety and Health Administration ("OSHA") statutes and regulations, and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Assigned Employee and the Assigned Employee's workplace. The Client agrees to comply, at its expense, with all health and safety directives from MGT's internal and external loss control specialists, MGT's workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Client will provide and ensure use of all functional personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by MGT's workers' compensation carrier. MGT and/or its insurance carriers have the right to inspect the Client's premises to ensure that the Assigned Employee is not exposed to an unsafe workplace. MGT's rights under this paragraph do not diminish or alter the Client's obligations to the Assigned Employee under applicable law, or its obligations to MGT under this Agreement;

(b) With respect to the Assigned Employee, the Client will comply with all applicable labor and employment-related laws and regulations, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision, prohibiting employment discrimination, or otherwise establishing or relating to the terms and conditions of Assigned Employee's Assignment;

(c) The Client retains the right to exert sufficient direction and control over the Assigned Employee as is necessary to conduct the Client's business and operations, without

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which, the Client would be unable to conduct its business, operation or to comply with any applicable licensure, regulatory or statutory requirements;

(d) The Client cannot remove or reassign the Assigned Employee unless mutually agreed to in writing by MGT and the Client in accordance with Section 1.01 of this Agreement. Client will timely confer with MGT regarding any concern or complaint regarding Assigned Employee's performance or conduct under this Agreement;

(e) The Client will not pay wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Assigned Employee. Client represents that its actions under this Agreement do not violate its obligations it may have under any collective bargaining agreement;

(f) The Client must report to MGT any injury to any Assigned Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If any Assigned Employee is injured in the course of performing services for the Client, the Client must follow the procedures and practices regarding injury claims and reporting; and

(g) The Client must report all on the job illnesses, accidents and injuries of the Assigned Employee to MGT within twenty-four (24) hours following notification of said injury by Assigned Employee or Assigned Employee's representative.

SECTION 3
FEES PAYABLE TO MGT

Section 3.01. Fees. The Client will pay MGT fees for the services provided under this Agreement as follows:

(a) The base compensation as fully identified on **Exhibit A**, as amended; plus

(b) Any employee benefits MGT paid to the Assigned Employee as identified on **Exhibit B** (if applicable), including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable MGT pension and welfare benefit plan or federal, state or local laws covering the Assigned Employee.

Section 3.02. Payment Method. Every two (2) weeks during the term of this Agreement, MGT will invoice in writing the Client for the fees owed under this Agreement. Within thirty (30) days following receipt of such invoice, the Client must pay all invoiced amounts by check, wire transfer or electronic funds transfer to MGT to an account or lockbox as designated on the invoice. Late payments will be subject to all applicable interest payments or service charges provided by state or local law. In addition to charging interest or service charges provided by applicable law, MGT may, upon written notice to Client, suspend performance of services under this Agreement while any amount due is past due and remains unpaid.

SECTION 4
INSURANCE

Section 4.01. General and Professional Liability Insurance.

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(a) The Client must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability policy and Professional Liability insurance policy or policies (the "Policies") insuring the Client, its officials, and employees, with minimum coverage in the amount of $1,000,000 per occurrence, $3,000,000 aggregate. In the alternative, as applicable, the Client may maintain in full force and effect at all times during the term of this Agreement a self-insured retention ("SIR") which provides the same minimum coverage limits as set forth above. In the event such SIR exists and applies to this Agreement, the Client agrees to fully discuss the SIR's parameters with MGT and its relationship to the Policies. At a minimum, the Policies must insure the Client its officials and employees against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage. The non-owned automobile coverage shall not include the Assigned Employee's personal vehicle.

(b) MGT shall use its best efforts to obtain general liability and professional liability insurance naming the Client as an additional insured for Losses (as defined in Section 7 of this Agreement) to the Client arising out of the wrongful conduct of the Assigned Employee(s). To the extent that such coverage is available, responds to or defends against any such Losses, the Client shall have no further rights against MGT with relation thereto.

Section 4.02. Certificate of Insurance. Upon request, the Client will promptly issue to MGT one or more Certificates of Insurance, verifying the Client's compliance with the provisions of Section 4.01. It is understood and agreed that the commencement of work by an Assigned Employee hereunder prior to the issuance of any required Certificate of Insurance shall not constitute nor be deemed a waiver of the obligation of the Client under this provision nor the enforceability hereof.

Section 4.03. Automobile Liability Insurance. The Client shall maintain in effect automobile liability insurance which shall insure the Client and the Assigned Employee if the Assigned Employee operates a Client vehicle for any reason in connection with his or her Assignment hereunder. Such coverage shall insure against liability for bodily injury, death and property damage.

SECTION 5
DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Term and Effective Date. The Effective Date of this Agreement is the date that this Agreement is last signed by MGT on the signature page (the "Effective Date"). The period during which the Assigned Employee works at the Client is defined as the ("Term"). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date").

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Client fails to timely pay the fees required under this Agreement, MGT may give the Client notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice will be of no further effect. If such failure is not remedied within the ten (10) day period, MGT has the right to terminate the Agreement upon expiration of such remedy period.

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party must give the breaching Party written notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice will be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party has the right to immediately terminate the Agreement upon expiration of such remedy period.

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Section 5.04. Termination of Agreement to execute Temp-to-Hire Option. The Client may hire the Assigned Employee as a permanent or temporary employee of the Client at any time during the Term. Recognizing the substantial investment of time and resources by MGT under this Agreement to place its Assigned Employee with Client, Client agrees to pay to MGT a conversion fee calculated as a percentage of the annual salary offered to the Assigned Employee by Client. Said conversion fees shall be paid according to the following schedule:

Time on Assignment	Conversion Fee
3 Months	25.00%
4-6 Months	20.00%
7-12 Months	15.00%
13-24 Months	5.00%
25+ Months	No Fee

The conversion fee shall be paid to MGT no later than thirty (30) days after the date the Assigned Employee becomes the Client's employee.

SECTION 6
NON-SOLICITATION

Section 6.01. Non-Solicitation. The Client acknowledges MGT's legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Client agrees that during the Term of this Agreement and for a period of two (2) years thereafter, the Client will not solicit, request, entice or induce Assigned Employee to terminate their employment with MGT, and the Client will not hire Assigned Employee as a permanent or temporary employee. If a Temp-to-Hire option provided for in Section 5.04 is properly exercised by the Client, then this Section 6.01 will not apply.

Section 6.02. Injunctive Relief. The Client recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Client understands and agrees that MGT is entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 of this Agreement. The Client also understands and agrees that any such equitable relief is in addition to, and not in substitution for, any other relief to which MGT can recover.

Section 6.03. Survival. The provisions of Section 6 survive the expiration or termination of this Agreement.

SECTION 7
DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 7.01. Indemnification by MGT. MGT agrees to indemnify, defend and hold the Client and its related entities or their agents, representatives or employees (the "Client Parties") harmless from and against all claims, liabilities, damages, costs and expenses ("Losses") arising out of any of the following: (a) MGT's breach of its obligations under this Agreement; (b) actions or conduct of MGT and its related business entities, their agents, representatives, and employees (the "MGT Parties"), taken or not taken with respect to the Assigned Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement; or (c) acts or omissions of MGT or any of the MGT Parties including the Assigned Employee, that are the direct and proximate cause of any such Loss.

Section 7.02. Indemnification by the Client. The Client agrees to indemnify, defend and hold the MGT Parties harmless from and against all Losses arising out of any of the following: (a) Client's breach of its obligations under this Agreement; (b) activities or conditions associated with the Assignment, including without limitation, the Assigned Employee workers' compensation claims, but only as specifically provided in Section 2.02 of this Agreement; or (c) acts or omissions of Client that are the direct and proximate cause of any such Loss. Notwithstanding the foregoing, the Client shall have no obligation to the MGT parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

Section 7.03. Indemnification Procedures. The Party seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, must give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto. However, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party must demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) will take steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party must fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Assigned Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party is entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section will not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except that the Indemnifying Party shall have no obligation to reimburse the Indemnified Party for fees and costs incurred and any settlements made by the Indemnified Party without the prior written consent of the Indemnifying Party prior to such notice or to the extent that the Indemnifying Party demonstrates that the defense of such action was materially prejudiced by the Indemnified Party's failure to timely give such notice.

Section 7.04. Survival of Indemnification Provisions. The provisions of Section 7 survive the expiration or termination of this Agreement.

SECTION 8
MISCELLANEOUS PROVISIONS

Section 8.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all the Parties to this Agreement, except for changes to the fees provided for in Section 3.

Section 8.02. Binding Effect. This Agreement inures to the benefit of and binds the Parties and their respective heirs, successors, representatives and assigns. Neither Party may assign its rights or delegate its duties under this Agreement without the express written consent of the other Party, which consent will not be unreasonably withheld.

Section 8.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitutes one and the same instrument. This Agreement may be executed and delivered via facsimile or electronic mail.

Section 8.04. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding MGT's placement of the Assigned Employee with the Client, and contains all of the

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terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the Effective Date of this Agreement not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party has the authority to make, and the Parties will not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 8.05. Further Assurances. The Parties will execute and deliver any and all additional papers, documents, and other assurances and do any and all acts and things reasonably necessary in connection with the performances of their obligations under this Agreement.

Section 8.06. Gender. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number include the other.

Section 8.07. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

Section 8.08. Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which will continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 8.09. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement, and shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

Section 8.10. Confidentiality. Each Party will protect the confidentiality of the other's records and information and must not disclose confidential information without the prior written consent of the other Party. Each Party must reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

Section 8.11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

Section 8.12. Force Majeure. MGT will not be responsible for failure or delay in assigning its Assigned Employee to Client if the failure or delay is caused by labor disputes and strikes, fire, riot, terrorism, acts of nature or of God, or any other causes beyond the control of MGT.

Section 8.13. Assignment. Neither party may assign any rights nor delegate any duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, MGT, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, MGT, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of MGT, or its permitted successive assignees or transferees.

SECTION 9
DISPUTE RESOLUTION

Section 9.01. Good Faith Attempt to Settle. The Parties will attempt to settle any dispute arising out of or relating to this Agreement, or the breach thereof, through good faith negotiation between the Parties.

Section 9.02. Governing Law/Jurisdiction. If a dispute cannot be settled through good faith negotiation within thirty (30) days after the initial receipt by the allegedly offending party of written notice of the dispute, then the controversy or claim may be adjudicated by a federal or state court sitting in Illinois. Venue and jurisdiction for any action under this Agreement is Cook County, Illinois. This Agreement and any amendments hereto will be governed by and construed in accordance with the laws of the State of Illinois.

Section 9.03. Attorneys' Fees. The Parties agree that, in the event of litigation under this Agreement, each Party is liable for only those attorneys' fees and costs incurred by that Party.

SECTION 10
NOTICES

Section 10.01. Notices. All Notices given under this Agreement must be written and may be given by personal delivery, first class U.S. Mail, registered or certified mail return receipt requested, overnight delivery service, or electronic mail.

Notices will be deemed received at the earlier of actual receipt or three (3) days from mailing date. Notices must be sent to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party.

If to MGT:

MGT Impact Solutions, LLC
4320 W Kennedy Blvd.
Tampa, FL 33609
Attention: Legal Notice/Contracts
Telephone: (813) 327-4717
E-Mail: contracts@mgt.us

If to the Client:

CITY OF SPRINGFIELD
800 East Monroe
Springfield, Illinois 62701
Attention: Ramona Metzger
Telephone: (217) 789-2191
E-Mail: ramona.metzger@springfield.il.us

[Signatures on following page]

EXHIBIT A
Assigned Employee and Base Compensation

As of March 2, 2026 ("Effective Date"), **MGT Impact Solutions, LLC** ("MGT") and the **City of Springfield** ("Client") execute this Exhibit A pursuant to the Employee Leasing Agreement between the Parties dated March 2, 2026 ("Agreement").

ASSIGNED EMPLOYEE: Dallas Whitford

POSITION/ASSIGNMENT: Finance and Revenue Consultant

POSITION TERM: March 2, 2026 – March 5, 2027. Either party may terminate the agreement at any time by providing thirty (30) days advance written notice.

BASE COMPENSATION: $75.40/hour. It is anticipated that employee will work a minimum of thirty (30) hours/week. In the event of work in excess of forty (40) hours/week, the hourly rate will be $113.10/hour.

The parties hereby represent and warrant that the individuals whose signatures appear below are authorized by resolution or by their position with that party to enter into and execute this Exhibit A and any amendment thereto on that party's behalf.

MGT IMPACT SOLUTIONS, LLC

By: _____

Name: _____

Title: _____

Date: _____

CITY OF SPRINGFIELD

By: _____ GEM

Name: _____

Title: _____

Date: _____

This Exhibit A amends and supplements but does not replace all Exhibits A dated prior to the Effective Date of this Agreement.

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EXHIBIT B
Summary of Benefits

DOES NOT APPLY

ORDINANCE FACT SHEET

DATE OF 1st READING: March 3, 2026

CONTACT PERSON: Ramona Metzger

OFFICE REQUESTING: Office of Budget & Management

PHONE NUMBER: 217-789-2191

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

FISCAL IMPACT: $60,000.00

SUGGESTED TITLE: An Ordinance authorizing the execution of an employee leasing agreement with MGT Impact Solutions LLC to retain Dallas Whitford to provide financial assistance services for the Office of Budget and Management and Planning and Economic Development for an amount not to exceed $60,000.00 for the Fiscal Year 2027.

CONTRACTOR / VENDOR NAME: MGT Impact Solutions, LLC **VENDOR NO:** VC8593

CONTRACT TERM: March 1, 2026 - February 28, 2027 **Change in Scope Yes** ☐ **No** ☐

CONTRACT AMOUNT: ~~$70,000.00~~ # 60,000 GEM

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

Method of Purchase (check one)

☐ Low Bid
☑ Other: Professnl Service
☐ 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	001	107	GENC	VARI	1218	60,000.00
2						
3						
4						

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

MGT Impact Solutions Contract

STAFF ANALYSIS

City of Springfield desires to retain the services of Dallas Whitford for work within the Office of Budget and Management utilzing his knowledge of the City's financial processes. He will provide assistance to the budget and tax adminstration division within the Office of Budget & Management and fiscal services for the Office of Planning and Economic Development.

FUNDS CHECK BY: Courtney Heinzel Digitally signed by Courtney Heinzel Date: 2026.02.19 07:19:18 -06'00' **Date:**

DIRECTOR / SUPERVISOR: **Date:**

CITY PURCHASING AGENT: **Date:** 2/19/2026

SIGN OFF:

(Mayor's Signature) GEM

(Director of OBM)

The information supplied on this form is not confidential information.

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AN ORDINANCE AUTHORIZING EXECUTION OF A 5-YEAR INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS DEPARTMENT OF NATURAL RESOURCES FOR SPACE LOCATED AT 1 OLD STATE CAPITOL PLAZA TO BE USED FOR A VISITORS' CENTER FOR AN AMOUNT NOT TO EXCEED $20,000.00 ANNUALLY, FOR THE OFFICE OF 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, the Lincoln Herndon Law Offices (LHLO) have been closed for renovations since January 2025 and is scheduled to reopen in spring/early summer 2026; and

WHEREAS, this agreement mirrors the original lease providing a convenient location for tourists visiting Springfield at 1 Old State Capitol Plaza, in an amount not to exceed $20,000.00 annually; and

WHEREAS, IDNR and the City are authorized and empowered to enter into this agreement pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1-16); and

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

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

Section 1: That the City Council hereby authorizes execution of a 5-year Intergovernmental Agreement with the State of Illinois Department of Natural Resources for space located at 1 Old State Capitol Plaza to be used for a visitors' center in an amount not to exceed $20,000.00 annually. The Mayor and the City Clerk are hereby authorized to execute said agreement on behalf of the City.

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

PASSED: _____, **2026**

RECORDED: _____, **2026**

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

SIGNED: _____, **2026**

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

3-31-26
Office of Corporation Counsel/Date

Requested by: Mayor Misty Buscher

Agreement Number: 941A
Site Name: Lincoln-Herndon Law Office
Location Code: 50-4120-4

STATE OF ILLINOIS DEPARTMENT OF NATURAL RESOURCES

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT ("Agreement") is entered into the latest date of signature below ("Effective Date") by and between the STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES, hereinafter referred to as 'IDNR. "and THE CITY OF SPRINGFIELD, with its principle office in Springfield, Illinois 62701, hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, IDNR has jurisdiction over the real estate hereinafter described; and

WHEREAS, IDNR and CITY are authorized and empowered to enter into this Agreement pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/ 1-16); and

WHEREAS, this Agreement will benefit the IDNR and CITY through:

1. Providing a convenient location for tourist visiting Springfield
2. A presence at a state building to increase oversight and security.

NOW THEREFORE:

I. For and in consideration of the mutual covenants and undertakings contained herein, the sufficiency of which is hereby acknowledged, IDNR grants to CITY use of the premises located in SANGAMON COUNTY, at 1 Old State Capital Plaza, the comer of 6th and Adams in Springfield, Illinois, known as the LINCOLN-HERNDON LAW OFFICE to include the 2500 sq. ft. on the first floor, 716 sq. ft. on the second floor and 100 sq. ft. of storage space in the basement. No other space is to be included in the terms of the Agreement.

2. TERM: The term of this Agreement shall be for a period of five (5) years, beginning on the latest date of signature below, unless otherwise renewed, terminated or amended as provided for herein. IGA will automatically renew for one (1) five-year term with written consent and approval of all parties here to. CITY shall provide IDNR with sixty (60) days' advance written notice of its interest in extension of the Agreement. No holding over by CITY shall be permitted. However, it shall be an express condition for each such renewal that neither party shall be in default of the IGA in order for the renewal to occur.

3. FEE: CITY, for the use of the Premises for a particular purpose, does hereby agree to pay $20,000 annually for the term of this Agreement, which shall be due by June 1st annually. The City shall be entitled to offset the rent by amounts paid by the City to make improvements to the Lincoln-Herndon Law Office space upon Site Superintendent and IDNR approval, Invoice payments shall be sent to: IDNR ORCP Concession and Leases, Attn: Steve Hayden, One Natural Resources Way Springfield IL 62702

4. PURPOSE: IDNR gives permission to CITY to enter the Premises for the sole purpose of OFFICE use and to greet visitors, and such use is subject to the terms and conditions set forth in this Agreement.

5. RESTRICTIONS ON USE: It is agreed that the Premises shall not be used for disposal, processing or burning of refuse, waste or debris, or for any unsanitary or unhealthful purposes by the CITY. The CITY shall not alter or modify any existing structure(s) located on the Premises, except for authorized use provided for herein, without the prior written consent of IDNR.

It is agreed that CITY, in the authorized use of the Premises, shall observe and comply with all applicable rules, regulations and laws now in effect or which may be enacted during the term of this Agreement by any local, state or federal authorities having jurisdiction over the Premises.

Any use of the Premises not specified in this Agreement shall be subject to the prior written approval of IDNR. An unauthorized or impermissible use of the Premises under this Section is a material breach of this Agreement and may result in termination pursuant to Section 15 herein.

6. RESERVATION OF RIGHTS: IDNR reserves the right of occupancy of the "post office area" and stairs to second floor and use of all space not identified in Paragraph I. The IDNR will have unlimited access to the Premises subject to all rights and

privileges of the CITY.

7. MAINTENANCE, ALTERATIONS AND OPERATION:

A. IDNR makes no representations, warranties or assurances with respect to the condition of the Premises or any improvements situated thereon. It is agreed that CITY has inspected the Premises prior to the execution of this Agreement and accepts the same in its present condition.

B. CITY shall keep Premises in a safe, sanitary and slightly condition, and in good repair. CITY shall maintain the premises and repair and pay for any damages caused by the CITY. If **CITY** fails to perform any maintenance function required by IDNR within ten days after notice to do so, IDNR shall have the right to enter upon the Premises and perform the maintenance necessary to restore the Premises and charge CITY for the cost thereof.

C. Requests for tenant improvements within or for the benefit of the space(s) allocated to CITY shall be submitted to IDNR for approval. The tenant improvements shall include permanent improvements, audiovisual equipment, lighting, signage, and safety and security equipment. The Director of IDNR, or designee, has the authority to modify the dollar amount paid to IDNR when such improvements are determined to be in the best interest of the Premises

D. IDNR shall provide necessary cleaning, maintenance and repairs including HVAC, electrical, plumbing, and all general maintenance of the mechanical infrastructure to the Premises.

E. Any capital improvements to the Premises, including but not limited to building foundation work, building structural work, replacement of heating and cooling systems and mechanical systems, shall be the responsibility of IDNR.

F. IDNR and CITY programs and operations are to function separately, with no overlapping duties, responsibilities or authority other that those specifically incorporated by this Agreement. Such concerns may include, but are not limited to, requiring the scheduling of such activities to be compatible with anticipated activities of IDNR or its invitees.

8. MECHANICS' LIENS: The parties will keep Premises free from any liens arising out of any work performed by materials furnished to, or obligations incurred by the parties.

9. UTILITIES AND OPERATING EXPENSES: CITY agrees to pay for half of all monthly utilities. IDNR will provide a monthly utility statement to CITY and CITY shall be responsible for the prompt payment of reimbursing IDNR half of the total for electricity, gas, water and sewer furnished or supplied to all or any part of the Premises. CITY may install additional or separate telecommunication and data lines at the CITY's expense. CITY is responsible for the cost of all janitorial services, trash removal and supplies needed for day-to-day operation.

10. ASSIGNMENT AND SUBLETTING: CITY will not assign or sublet all or any portion of Premises without the prior written consent of IDNR, which consent may be withheld.

11. INSURANCE REQUIREMENTS: CITY shall provide at its sole cost and expense, at all times during the term of the Agreement, maintain in full force a policy or policies of insurance, written by one or more responsible insurance carriers, which will insure IDNR against liability for injury to or death of persons or loss of damage to property occurring in or about Premises. The liability under such insurance will not be less than One Million Dollars ($1,000,000) per occurrence for bodily injury and/or property damage. CITY will annually provide IDNR, on the anniversary date of CITY's liability insurance renewal, with a certificate of insurance naming IDNR as additional insured as it respects liability that IDNR incurs as a result of the operations of the CITY on Premises. CITY shall provide prompt written notice to IDNR if the insurance is cancelled or if policy monetary limitations are reduced. CITY shall provide any necessary Workers' Compensation benefits required by State Statute. IDNR acknowledges that the City is self-insured for liability claims and will not purchase an insurance policy to meet this obligation

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

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13. PUBLIC SAFETY: IDNR may determine that a particular use of the Premises by CITY is, or will be, hazardous to the public or the property, or is incompatible with IDNR purposes or State ownership of the Premises. IDNR, at its own expense, may be required to install safety devices, make modifications, or cease CITY's operation to render the Premises safe for, and compatible with, public use. Failure to render the Premises safe for public use is a material breach of this Agreement and may result in termination pursuant to Section 15 herein.

14. LIABILITY: It is understood and agreed that neither party to this Agreement shall be legally liable for any negligent or wrongful acts either of commission or omission, chargeable to the other, unless such liability is imposed by law, and this Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against third parties.

15. TERMINATION: This Agreement may be terminated at any time pursuant to this Section.

A. IDNR shall have the right to terminate this Agreement at any time if it determines that the Premises is required to be used for public purposes incompatible with this Agreement. In such an event, IDNR shall give CITY sixty (60) days' written notice of its intent to terminate, and CITY shall cease its use of the Premises and remove CITY's personal property therefrom, prior to the expiration of said notification period.

B. IDNR shall have the right to terminate this Agreement for noncompliance by CITY of any of the terms and conditions contained herein. In such an event, IDNR shall give CITY written notification of such noncompliance and CITY shall have thirty (30) days to cure or remedy the same. If CITY fails to cure or remedy its noncompliance within said period of time, IDNR shall have the right to terminate this Agreement, and CITY shall cease its use of the Premises as though the Agreement had expired at the end of its term and restore the Premises in accordance with the terms of this Agreement.

C. Either IDNR or CITY shall have the right at any time for any reason to terminate this Agreement prior to the expiration date by giving sixty (60) days' advance written notice to the other party.

16. RESTORATION OF PREMISES:

A. Upon the termination or expiration of this Agreement, CITY shall make such repairs and restorations as IDNR reasonably deems necessary resulting from the City's use of the Premises. CITY shall surrender the Premises to IDNR and restore any disturbances caused by CITY to the same or similar condition as prior to this Agreement, to the reasonable satisfaction of IDNR. If CITY fails to restore the Premises, IDNR may restore the Premises, and require CITY to pay the cost of such restoration.

B. If the Premise is destroyed by fire or any other casualty, this Agreement shall automatically terminate as of the date of such destruction. If any portion of the Premises is uninhabitable to conduct its business for at least ninety (90) days, CITY may terminate this Agreement as of the date of damage by notice to IDNR within thirty (30) days after such date. If the Premises is damaged by fire, casualty, or any other cause then, except as provided above, the damage shall be promptly repaired by and at the sole cost and expense of the CITY.

17. AMENDMENTS: This Agreement constitutes the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other inferences shall be implied or impressed upon this Agreement that are not otherwise set forth. No change, modification or amendment shall be valid and binding unless set forth in writing and signed by all parties.

18. SEVERABILITY: Should any provision of this Agreement be found illegal, invalid or void, said provision shall be considered severable. The remaining provisions shall not be impaired, and the Agreement shall be interpreted to the extent possible to give effect to the parties' intent.

19. NOTIFICATION: All notices required or provided for by this Agreement shall be addressed as follows, unless otherwise provided for herein:

IDNR:

Department of Natural Resources

ORCP

Div. of Concession & Lease Management

Attn: Steve Hayden

One Natural Resources Way

Springfield, IL 62702-1271

Telephone: (217) 782-9965

CITY:

City of Springfield

Office of the Mayor

800 East Monroe

Springfield, Illinois 62701

Telephone: (217) 789-2000

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Any notice will be deemed delivered no later than five (5) days after notice is mailed or, if personally delivered, when acknowledgment of receipt is signed, as provided above. Either party may change its own mailing address by written notice to the other, as provided herein.

Rent payments and regular correspondence will be made to IDNR and/or CITY at the addresses above by regular U.S. Mail.

20. FISCAL FUNDING:

A. Financial Obligations of IDNR. Financial obligations of IDNR shall cease immediately and without penalty or liability for damages if in any fiscal year the Illinois General Assembly, federal funding source, or other funding source fails to appropriate or otherwise make available funds for the operation of the Premises. In such event, the parties hereto may agree to suspend the operation and effectiveness of this Agreement until such time as said funds become available.

B. Financial Obligations of CITY. This Agreement is subject to termination and cancellation without any penalty, accelerated payment, or other recoupment mechanism as provided herein in any fiscal year for which the CITY, or any Federal, county or local funding source fails to make an adequate appropriation, or fails to release any such appropriation, to make payments under the terms of this Agreement.

21. WAIVER: The waiver by IDNR of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition nor shall either party's consent to any breach of any term, covenant or condition be deemed to constitute or imply its consent to any subsequent breach of the same or other term, covenant or condition herein contained.

22. TIME IS OF THE ESSENCE: Time is of the essence of each term and provision of this IGA.

23. BINDING EFFECT: Subject to any provision hereof restricting assignment or

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subletting by CITY, this IGA shall bind the parties, their personal representatives, successors, and assigns.

24. INVALIDITY: The invalidity of any provision of this IGA as determined by a court of competent jurisdiction will in no way affect the validity of any other provision hereof.

25. COMMISSION: IDNR and CITY each warrant to the other that no real estate broker or agent has been used or consulted in connection with this IGA.

26. SUPERSESSION: This Agreement supersedes any previous agreements between the parties hereto regarding the Premises. Previous agreements between the parties regarding the Premises shall have no further force or effect, relative to the rights and privileges granted by IDNR therein, as of the effective date of this Agreement.

27. SIGNATURE AUTHORIZATION: Each individual signing this IGA represents that he/she is authorized to sign on behalf of their respective entity and that entity is bound by the terms hereof.

IN WITNESS WHEREOF, the foregoing Agreement is hereby executed this ____ day of _____2026.

CITY OF SPRINGFIELD:

BY: _____ DATE: _____
Misty Buscher, Mayor

ILLINOIS DEPARTMENT OF NATURAL RESOURCES

BY: _____ DATE: _____
Natalie Phelps Finnie, Director

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ORDINANCE FACT SHEET

DATE OF 1st READING: 4/7/2026

CONTACT PERSON: Scott Dahl

OFFICE REQUESTING: Springfield CVB

PHONE NUMBER: 789-2360 Ext. 5531

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

FISCAL IMPACT: 100,000

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING EXECUTION OF A 5-YEAR IG AGREEMENT WITH THE STATE OF ILLINOIS DEPT OF NATURAL RESOURCES FOR SPACE LOCATED AT 1 OLD STATE CAPITOL PLAZA,TO BE USED FOR A VISTORS CENTER FOR AN AMOUNT NOT TO EXCEED 20,000 ANNUALLY

CONTRACTOR / VENDOR NAME: INTERGOVERNMENTAL AGREEMENT **VENDOR NO:** _____

CONTRACT TERM: 5-YEAR **Change in Scope Yes** ☐ **No** ☑

CONTRACT AMOUNT: 100,000 (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	021	114	VIST	VIST	1209	100,000
2						
3						
4						

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

INTERGOVERNMENTAL AGREEMENT

STAFF ANALYSIS

The Lincoln Herndon Law Offices (LHLO) have been closed for renovations since January 2025, IDNR terminated the original agreement prior during this time. The LHLO is scheduled to reopen in spring/early summer 2026, this agreement mirrors the original lease. 15,000 + visitors from 75 different countries are greeted annually at this location.

FUNDS CHECK BY: Courtney Heinzel Digitally signed by Courtney Heinzel Date: 2026.03.31 13:17:58 -05'00' **Date:** _____

DIRECTOR / SUPERVISOR: Dahl, Scott Digitally signed by Dahl, Scott Date: 2026.03.16 19:07:11 -05'00' **Date:** _____

CITY PURCHASING AGENT: **Date:** 3/31/2026

SIGN OFF: _____ (Mayor's Signature)

_____ (Director of OBM)

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The information supplied on this form is not confidential information.

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AN ORDINANCE AMENDING ARTICLE XLVIL CHAPTER 110 SECTION 110.952 OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, PERTAINING TO SECONDHAND DEALERS

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 XLVIL Chapter 110, Section 100.952 if the 1988 City of Springfield Code of Ordinances, that creates a licensing system for certain secondhand dealers; and

WHEREAS, the City wishes to amend its code to exempt clothing dealers and antique dealers from the licensing requirements for secondhand dealers.

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

Section 1: That the City Council hereby amends Article XLVIL Chapter 100, Section 100.952, 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**

RECORDED: _____**, 2026**

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

Requested by: Mayor Misty Buscher

SIGNED:_____**, 2026**

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

4-1-26
Office of Corporation Counsel/Date

2026-192

EXHIBIT A

TITLE XI: - BUSINESS REGULATIONS

CHAPTER 110. - BUSINESS LICENSING

ARTICLE XLVII. - SECONDHAND DEALERS

§ 110.952. - Exemptions.

The following are exempt from the requirements of this article:

(1) Garage sales as that term is defined in section 155.001.

(2) Sales conducted by governmental, civic, patriotic, fraternal, educational, religious or benevolent organizations which have been in active and continuous existence for at least one year prior to the holding of the sale, or which are incorporated as a not-for-profit corporation by the state.

(3) Sales or purchases which are regulated by the licensing laws of the state, including pawnbrokers, automobile dealers, used parts dealers and automotive parts recyclers. Consumer shows, or exhibitions of collectibles holding a license pursuant to any articles of this article.

(4) Sales or trades of used books or magazines between a customer and owner of a used book store.

(5) Sales or trades of clothing.

(6) Antique dealers who derive 75 percent of their gross sales each year from the sale of antiques and/or primitives. As used in this section, the term "antique or primitive" means any old or valuable art, object, or article that is no longer in production and which is at least 50 years old.

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
DATE OF 1ST READING: 4/7/2026

OFFICE REQUESTING: OFFICE OF BUSINESS LICENSING **CONTACT PERSON:** GREGORY MOREDOCK
PHONE NUMBER: _____

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: CODE CHANGE **FISCAL IMPACT:** $ _____

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

SUGGESTED TITLE:

AN ORDINANCE AMENDING ARTICLE XLVIL, CHAPTER 110 SECTION 110.952 OF THE 198 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED PERTAINING TO SECONDHAND DEALERS

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

_____ _____
_____ _____
_____ _____

CONTRACTOR / VENDOR NAME: _____ **VENDOR NO:** _____

CONTRACT TERM: _____ **Change in Scope** Yes ☐ No ☐

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

Method of Purchase (check one)

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

Previous Ord #'s _____

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: **Date:**

DIRECTOR / SUPERVISOR SIGNATURE **Date:**

CITY PURCHASING AGENT: **Date:**

COMMENTS

THIS ORDINANCE AMENDS THE LICENSING SYSTEM TO EXEMPT CLOTHING AND ANTIQUE DEALERS FOR CERTAIN SECONDHAND DEALERS .

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

S\Excel\Forms__Blank Fact Sheet (REVISED)__ The information supplied on this form is not confidential information. Revised 5/10/04

2026-192

AN ORDINANCE AMENDING ARTICLE IV CHAPTER 100.26 OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, PERTAINING TO THE HOTEL TAX IMPOSED

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 appropriate to include a change of language that better aligns with the state's qualifications allowing entities charted by Congress specifically for disaster relief to qualify for city hotel tax exemption; and

WHEREAS, it is in the best interest of the City to amend Article IV Chapter 100.26.

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

Section 1: That the City Council hereby amends Article IV Chapter 100.26, 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

RECORDED: _____, 2026

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

Requested by: Mayor Misty Buscher

SIGNED: _____, 2026

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

3-31-26
Office of Corporation Counsel/Date

EXHIBIT A

§ 100.25. Reserved.

§ 100.26. Tax imposed.

(a) There is levied and imposed a tax of 8% of the rent charged for the privilege and use of renting a hotel or motel room within the city for each 24-hour period or any portion thereof for which a daily room charge is made, provided that the tax shall not be levied and imposed on any person who rents a hotel or motel room for more than 30 consecutive days or to a person who works and lives in the same hotel or motel. The tax must be charged for the initial 30 consecutive days, unless a signed rental contract is on file with the tax collector. Upon the 31st consecutive day of rental, the renter is due a refund or credit from the tax collector for the 30 consecutive days of tax paid. Persons engaged in the business of renting, leasing or letting rooms in a hotel only to permanent residents are exempt from the provisions of this article. *Effective June 1, 2026 entities chartered by Congress specifically for disaster relief, qualify for hotel and motel tax exemption.*

(b) Businesses engaged in renting, leasing, or letting rooms within the city are required to collect the Springfield Hotel and Motel Room Tax, however the ultimate incidence of any liability for payment of the tax is to be borne by the person who seeks the privilege of occupying the hotel or motel room, that person hereinafter referred to as renter.

(c) The tax levied shall be paid in addition to any and all other taxes and charges. It shall be the duty of the operator and/or OTC of every hotel or motel to secure the tax from the renter of the motel and hotel room and to pay over to the director or any authorized representative of his office the tax under procedures prescribed by the director, or as otherwise provided in this article.

(d) Every operator and/or OTC required to collect the tax levied by this article shall secure the tax from the renter at the time he collects the rental payment for the hotel or motel room.

(Ord. No. 366-7-98, § 1(Exh.A), 7-21-98; Ord. No. 129-02-08, § 1, 2-27-08; Ord. No. 053-02-17, § 1, 2-7-17; Ord. No. 034-02-18, § 1(Exh. A), 2-6-18; Ord. No. 366-09-21, § 1(Exh. A), 9-7-21)

State law reference(s)—Hotel or motel room tax, 65 ILCS 5/8-3-14.

§ 100.27. Books and records.

(a) The director, or his authorized representative, may enter the premises of any hotel or motel for inspection and examination of records in order to effectuate the proper administration of this article, and to assure the enforcement of the collection of the tax imposed. It shall be unlawful for any person to prevent, hinder, or interfere with the director or his authorized deputy or representative in the discharge of his duties in the performance of this article. It shall be the duty of every operator and/or OTC to keep accurate and complete books and records to which the director, or his authorized representative, shall at all times have full access, which records shall include a daily sheet showing the number of hotel or motel rooms rented during the 24-hour period, including multiple rentals of the same hotel or motel room where such shall occur, and the actual hotel or motel tax receipts collected for the date in question.

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(b) Every hotel or motel operator and/or OTC shall keep separate books or records of his business as an operator and/or OTC so as to show the rents and occupancies taxable under this article separately from his transactions not taxable hereunder.

(Ord. No. 034-02-18, § 1(Exh. A), 2-6-18)

§ 100.28. Tax returns; filing.

(a) Every operator and/or OTC engaged in the business of renting, leasing or letting rooms in a hotel in this city shall file tax returns showing tax receipts received with respect to each hotel or motel room during each month. The return shall be due on or before the last day of each succeeding calendar month and the return shall indicate for what period the return is to be filed, for example a return for January tax receipts shall be due on or before the last day of February. If the operator's and/or OTC's average monthly tax liability does not exceed $60, the director may authorize the operator and/or OTC to file the returns to be filed on a quarter annual basis, with the return for January, February, and March of a given year being due by April 30 of such year, with the return for April, May, and June of a given year being due by July 31 of such year, with the return for July, August, and September of a given year being due by October 31 of such year, and with the return for October, November, and December of a given year being due by January 31 of the following year.

(b) At the time of filing the tax returns, the operator and/or OTC shall pay to the director all taxes due for the period to which the tax return applies.

(c) With the return, the tax collector shall also file copies of the tax returns filed by the tax collector with the Illinois Department of Revenue covering the same reporting period.

(Ord. No. 366-7-98, § 1(Exh.A), 7-21-98; Ord. No. 034-02-18, § 1(Exh. A), 2-6-18)

§ 100.29. Collection.

Whenever any operator and/or OTC shall fail to pay any tax as herein provided, the corporation counsel shall, on the request of the director, bring or cause to be brought an action to enforce the payment of the tax on behalf of the city in any court of competent jurisdiction.

(Ord. No. 366-7-98, § 1(Exh.A), 7-21-98; Ord. No. 034-02-18, § 1(Exh. A), 2-6-18)

§ 100.30. Proceeds of tax and fines.

Unless the hotel or motel is located within a business district established by the city pursuant to 65 ILCS 5/11-74.3-1 et seq., as amended, all proceeds resulting from the imposition of the tax under this article, including penalties, shall be applied as follows:

(a) Five percent of the gross tax revenue collected each year shall be appropriated for and directed to the office of budget and management to defray the costs of administering and processing the imposition, application, and collection of the tax.

(b) The first $100,000 of the net revenue collected each year shall be paid to the Springfield Metropolitan Exposition and Auditorium Authority for the purpose of paying the principal and interest on bonds of the Springfield Metropolitan Exposition and Auditorium Authority issued on or before June 1, 2021 in the principal amount not to exceed $8,000,000 and maturing on or before January 1, 2032. This commitment on the part of the city to make payments to the Springfield Metropolitan Exposition and Auditorium Authority shall continue only until all such indebtedness of the Springfield Metropolitan

Exposition and Auditorium Authority regarding the aforementioned bond issue is paid. The city pledges to and covenants with the Springfield Metropolitan Exposition and Auditorium Authority and the holders of the aforementioned bonds that so long as any such indebtedness of the Springfield Metropolitan Exposition and Auditorium Authority remains outstanding, the city will continue to impose the taxes with respect to the use and privilege of renting a hotel or motel room provided for in this article, will continue to make payments to the Springfield Metropolitan Exposition and Auditorium Authority of the first $100,000 of the net revenue collected each year pursuant to this article, and will not issue any bonds, notes, or other evidences of indebtedness or enter into any other agreement nor in any other manner permit the first $100,000 of the net revenue collected each year pursuant to this article to be encumbered in any manner whatsoever except as provided for payment to the Springfield Metropolitan Exposition and Auditorium Authority. However, the Springfield Metropolitan Exposition and Auditorium Authority shall provide in its bond ordinance relating to the aforementioned bonds that any of the taxes paid or payable to the Springfield Metropolitan Exposition and Auditorium Authority not required for its debt service requirements or reserve requirements shall be paid to or retained by the city and any such moneys so paid to or retained by the city shall be free and clear of the pledges and covenants herein provided.

(c) Payment of the net revenues to the Springfield Metropolitan Exposition and Auditorium Authority shall be made at dates and times to be determined by the city, but no later than February l, in the calendar year immediately succeeding the calendar year in which the tax is imposed, unless such revenues are not needed for debt service requirements or reserve requirements for the aforementioned bond issue.

(d) The aforesaid $100,000 shall be payable only from the net revenues of the tax imposed under this article. In the event the net tax revenues are not sufficient in any one year to permit the payment of $100,000, the city shall pay only those net revenues collected. The city shall not be obligated to pay any resulting deficiency from any other source nor shall it be obligated to repay any such deficiency from future net revenues received from the tax imposed under this article. No tax anticipation warrants maybe issued by this city or the Springfield Metropolitan Exposition and Auditorium Authority with respect to the aforementioned $100,000 of net revenues from the tax imposed under this article.

(e) The moneys received by the city from the tax provided shall be deposited in the city treasury and the appropriate and necessary payment not to exceed $100,000 shall be made to the Springfield Metropolitan Exposition and Auditorium Authority at the time or times provided in division (c) of this section. All net tax revenues collected and not necessary for or paid to the Springfield Metropolitan Exposition and Auditorium Authority pursuant to the provisions of this article shall be transferred to the city treasury to be retained until lawfully appropriated and expended by ordinance by the city council.

(f) One-third of the net tax revenue collected each year shall be deposited into Fund 095 except as provided for in appropriation ordinance 100-02-17 for FY 2018.

(g) Proceeds in an amount equal to 14% of the annual tax raised shall be dedicated first to the operations and maintenance of Oak Ridge Cemetery and second to special projects to increase downtown tourism or fund specific Springfield Convention and Visitors Bureau tourism projects in such amounts as may be approved annually by the city council.

(h) The city council shall consider the following criteria when granting funds from this tax for special events, provided, the final determination shall be at the discretion of the city council:

(1) Does the special event directly relate to promoting and marketing tourism;

(2) Funds granted may be used for operational expenses for the organization sponsoring the event if the expenses are directly related to the special event;

(3) The recommendation of the convention and visitors advisory board relating to the grant request; and

(4) The compliance by the organization receiving the grant with section 37.60 through section 37.64 of this Code.

(Ord. No. 425-7-97, § 1, 7-15-97; Ord. No. 826-12-05, § 1, 12-6-05; Ord. No. 129-02-08, § 1, 2-27-08; Ord. No. 429-11-11, § 1, 11-15-11; Ord. No. 053-02-17, § 2, 2-7-17; Ord. No. 164-04-17, § 1, 4-4-17; Ord. No. 017-10-19, § 1(Exh. A), 1-3-19; Ord. No. 064-02-21, § 1, 2-16-21)

§ 100.30.1. Deposit of proceeds.

All proceeds resulting from the imposition of a hotel or motel tax within a business district established pursuant to 65 ILCS 5/11-74.3-1 et seq., as amended, shall be deposited in accordance with the ordinance(s) imposing the hotel or motel tax within said business district.

(Ord. No. 510-08-07, § 1, 8-8-07)

ORDINANCE FACT SHEET

DATE OF 1st READING: April 7, 2026

CONTACT PERSON: Scott Dahl

OFFICE REQUESTING: Convention & Visitors Bureau

PHONE NUMBER: 217.789.2360 x5531

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

FISCAL IMPACT: City Code Amendment

SUGGESTED TITLE: AN ORDINANCE AMENDING CHAPTER ARTICLE IV HOTEL AND MOTEL ROOM TAX 100.26 OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, PERTAINING TO HOTEL TAX IMPOSED

CONTRACTOR / VENDOR NAME: _____ **VENDOR NO:** _____

CONTRACT TERM: _____ **Change in Scope Yes** ☐ **No** ☐

CONTRACT AMOUNT: _____ _____ _____

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

Method of Purchase (check one)

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

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☐

Is Purchasing Agent approval attached? No ☐ Yes ☑

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

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

Proposed Code Change

STAFF ANALYSIS

Effective July 1, 2023, the State of Illinois allows qualifying entities providing disaster relief exempt from paying Hotel Operators' Occupation Tax on gross rental receipts for rooms (Public Act 103-0009). This code of ordinances change to the city hotel and motel tax language will better align with the state's qualifications allowing entities charted by Congress specifically for disaster relief to qualify for city hotel tax exemption.

FUNDS CHECK BY: **Date:** _____

DIRECTOR / SUPERVISOR: Dahl, Scott Digitally signed by Dahl, Scott Date: 2026.03.15 13:45:38 -05'00' **Date:** _____

CITY PURCHASING AGENT: **Date:** _____

SIGN OFF: _____ GBM

(Mayor's Signature)

_____

(Director of OBM)

The information supplied on this form is not confidential information.

2026-193

AN ORDINANCE AUTHORIZING PAYMENT IN THE AMOUNT OF $15,899.70 TO JACOB PERKINS, A CURRENT SPRINGFIELD FIREFIGHTER, FOR SETTLEMENT OF A WORKERS' COMPENSATION CLAIM FOR CASE NUMBER 25-WC-026218

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, Jacob Perkins, a current City of Springfield Firefighter, hired January 9, 2012, reported work-related injury to his abdomen due to lifting a patient onto the cot on September 22, 2025; and

WHEREAS, Mr. Perkins filed a workers' compensation claim case no. 25-WC-026218; and

WHEREAS, Mr. Perkins is willing to settle his workers compensation claim in the amount of $15,899.70 representing a permanent partial disability equivalent to 3% loss of use of the man as a whole; and

WHEREAS, Livingstone, Mueller, Bima and Davlin, P.C., the City's legal advisors, have recommended that settlement of Mr. Perkins workers' compensation claim for case number 25-WC-026218 in the amount of $15,899.70 would be in the best interest of the City financially.

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

Section 1: That the City Council hereby authorizes full and final settlement in the amount of $15,899.70 to Jacob Perkins, a current City of Springfield Firefighter, for his workers compensation claim for case number 25-WC-026218, representing a permanent partial disability equivalent to 3% loss of use of the man as a whole.

Section 2: That the Office of Budget and Management is hereby authorized to pay the lump sum of $15,899.70 from Account Number 074-107-BMGT-WCMP-2205 to Jacob Perkins and his attorney Matt Brewer at Wolter, Beeman, Lynch & Dennis.

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:

3-31-26
Office of Corporation Counsel /Date

Requested by: Mayor Misty Buscher

ORDINANCE FACT SHEET FOR WORKERS' COMPENSATION CLAIMS

CASE INFORMATION:

WORKERS' COMPENSATION CASE#:	25WC026218
WORKERS' COMPENSATION CLAIM #:	W004998321
WORKERS' COMPENSATION COMMISSION DECISION#:	
TYPE OF ORDINANCE:	X WORKERS' COMPENSATION SETTLEMENT ☐WORKERS' COMPENSATION AWARD
TYPE OF AWARD/CASE:	☐DEATH X PERMANENT PARTIAL DISABILITY ☐PERMANENT TOTAL DISABILITY ☐WAGE DIFFERENTIAL
LAW FIRM HANDLING CASE & CONTACT PERSON	Livingstone, Mueller, Bima & Murphy, P.C. L. Robert Mueller
NAME OF EMPLOYEE:	Jacob Perkins
DEPARTMENT:	Springfield Fire Department
JOB TITLE:	Firefighter
STATUS:	X CURRENT EMPLOYEE ☐FORMER EMPLOYEE
DATE OF ACCIDENT:	9/22/2025
DESCRIPTION OF ACCIDENT:	Lifting a patient onto cot and felt pop in abdomen
ATTORNEY:	Matt Brewer - Wolter, Beeman, Lynch & Dennis
% OF LOSS OF USE:	3% loss of use of the man as a whole (hernia surgery) - $15,899.70

OBM INFORMATION FOR AWARDS ONLY:

AMOUNT OF AWARD: $ INTEREST PAID: $

AMOUNT OF AWARD NOT YET PAID: MEDICAL: $ TTD: $ OTHER

SIGN OFF APPROVAL FOR ORDINANCE

MAYOR'S OFFICE _____ **OBM**_____

GEM

2026-194

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
DATE OF 1ST READING: 03/17/2026

OFFICE REQUESTING: Corporation Counsel **CONTACT PERSON:** Greg Moredock
PHONE NUMBER: 789-2393

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

TYPE OF ORDINANCE: Work Comp Settlement **FISCAL IMPACT:** $15,899.70

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT TO JACOB PERKINS, A CITY OF SPRINGFIELD FIRE FIGHTER, TO SETTLE A WORKERS' COMPENSATION CLAIM FOR CASE # 25WC026218 IN THE AMOUNT OF $15,899.70

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

CONTRACTOR / VENDOR NAME: Jacob Perkinsand Attorney Matt Brewer at W.L.B &D. **VENDOR NO:** _____

CONTRACT TERM: _____ **Change in Scope** Yes [ ] No [x]

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

Method of Purchase (check one)

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

Previous Ord #'s _____

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	074	107	BGMT	WCMP	2205	$15,899.70
2						
3						
4						

FUNDS CHECK BY: Greg Moredock **Date:** 03.05.2026
DIRECTOR / SUPERVISOR SIGNATURE **Date:**
CITY PURCHASING AGENT: **Date:** 3/6/2026

COMMENTS

Jacob Perkins, hired on Janurary 9th,2012 as a City of Springfield Fire Fighter, and reported a work injury on 09/22/2025. Mr. Perkins filed a workers compensation claim (25WC026218) and is willing to settle in the amount of $15,899.70. Livingstone, Mueller , Bima & Murphy. P.C. the city's legal advisors, also recommend payment in the amount of $15,899.70 to settle (25WC026218).

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

S\Excel\Forms\Jacob Perkins Wcomp settlement The information supplied on this form is not confidential information. Revised 5/10/04

2026-194

AN ORDINANCE AUTHORIZING PAYMENT TO CHARLES LEAR, A CWLP MAINTENANCE CREW LEADER, FOR SETTLEMENT OF A WORKERS COMPENSATION CLAIM NUMBER 24-WC-000957 IN AN AMOUNT NOT TO EXCEED $125,000.00

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

WHEREAS, Charles Lear works as a CWLP Maintenance Crew Leader for the City of Springfield hired October 9, 2000; and

WHEREAS, on March 21, 2023, Mr. Lear filed a workers compensation claim and is willing to settle his claim for case no. 24-WC-000957 in the amount of $125,000.00 representing a permanent partial disability equivalent to approximately 25.04% loss of use of the person as a whole; and

WHEREAS, Livingstone, Mueller, Bima & Murphy, P.C., the City's workers compensation advisors have recommended that settlement of Mr. Lear workers compensation claim for case number 24-WC-000957 in an amount not to exceed $125,000.00 would be in the best interest of the City financially.

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

Section 1: That the City Council hereby approves settlement in the amount of $125,000.00 to Charles Lear, a CWLP Employee, for workers compensation case for claim number 24-WC-000957, representing a permanent partial disability equivalent to approximately 25.04% loss of use of the person as a whole. The Mayor and the City Clerk are hereby directed to sign the Settlement Agreement on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay the lump sum in an amount not to exceed $125,000.00 from Account Number 074-107-BGMT-WCMP-2205 as provided in the Settlement Agreement to Charles Lear and his attorney Roby Javoronok.

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

PASSED: _____, 2026

RECORDED: _____, 2026

ATTEST: _____
City Clerk Charles L. Redpath Sr.

SIGNED: _____, 2026

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

3-31-26
Office of Corporation Counsel/Date

Requested by: Mayor Misty Buscher

ORDINANCE FACT SHEET FOR WORKERS' COMPENSATION CLAIMS

CASE INFORMATION:

WORKERS' COMPENSATION CASE#: 24WC000957

WORKERS' COMPENSATION CLAIM #: W004233075

WORKERS' COMPENSATION COMMISSION DECISION#:

TYPE OF ORDINANCE:
X WORKERS' COMPENSATION SETTLEMENT
☐WORKERS' COMPENSATION AWARD

TYPE OF AWARD/CASE:
☐DEATH
X PERMANENT PARTIAL DISABILITY
☐PERMANENT TOTAL DISABILITY
☐WAGE DIFFERENTIAL

LAW FIRM HANDLING CASE & CONTACT PERSON:
Livingstone, Mueller, Bima & Murphy, P.C.
Kenneth S. Bima

NAME OF EMPLOYEE: Charles Lear

DEPARTMENT: CWLP

JOB TITLE: Maintenance Crew Leader

STATUS: X CURRENT EMPLOYEE ☐FORMER EMPLOYEE

DATE OF ACCIDENT: 3/21/2023

DESCRIPTION OF ACCIDENT: Mr. Lear injured his neck after he fell forward onto his outstretched arms while removing ash line on a rocky slope. Conservative treatment failed and on 11/18/2024 he underwent a two-level cervical fusion by Dr. Alpesh Patel of Northwestern Medicine. Mr. Lear returned to light duty work on 2/10/2025. On 11/18/2025, Mr. Lear was released from care on a permanent restriction of limited overhead work which CWLP was able to accommodate.

ATTORNEY: Roby Javoronok

% OF LOSS OF USE: Approximately 25.04% loss of use of the person as a whole (125.2 weeks x $998.02 = $125,000.00)

OBM INFORMATION FOR AWARDS ONLY:

AMOUNT OF AWARD: $ INTEREST PAID: $

AMOUNT OF AWARD NOT YET PAID: MEDICAL: $ TTD: $ OTHER

SIGN OFF APPROVAL FOR ORDINANCE

MAYOR'S OFFICE _____ **OBM**_____

GEM

2026-195

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO:
DATE OF 1ST READING: 03/17/2026

OFFICE REQUESTING: Corporation Counsel **CONTACT PERSON:** Greg Moredock
PHONE NUMBER: 789-2393

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

TYPE OF ORDINANCE: Work Comp Settlement **FISCAL IMPACT:** $125,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT TO CHARLES LEAR, A CITY OF SPRINGFIELD C.W.L.P MAINTENANCE CREW LEADER, TO SETTLE A WORKERS' COMPENSATION CLAIM FOR CASE # 24WC000957 IN THE AMOUNT OF $125,000.00

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

CONTRACTOR / VENDOR NAME: Charles Lear and Attorney Roby Javoronok **VENDOR NO:**

CONTRACT TERM: **Change in Scope** Yes ☐ No [x]

CONTRACT AMOUNT:

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

Method of Purchase (check one)

Previous Ord #'s

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

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	074	107	BGMT	WCMP	2205	$125,000.00
2						
3						
4						

FUNDS CHECK BY: Courtney Hines **Date:** 03.03.2026
DIRECTOR / SUPERVISOR SIGNATURE **Date:** 3.18.26
CITY PURCHASING AGENT: **Date:** 3/16/2026

COMMENTS

Charles Lear, hired on October 9th 2000 as a City of Springfield Employee at C.W.L.P Maintenance Crew Lead. and reported a work injury on March 21st 2023. Mr.Lear filed a workers compensation claim (24WC000957) and is willing to settle in the amount of $125,000.00. Livingstone, Mueller , Bima & Murphy. P.C. the city's legal advisors, also recommend payment in the amount of $125,000.00 to settle (24WC000957).

SIGN OFF:

(Mayor's Signature) GEL (Director of OBM)

S\Excel\Forms\Charles Lear Wcomp settlement The information supplied on this form is not confidential information. Revised 5/10/04

2026-195

AN ORDINANCE AUTHORIZING THE PURCHASE OF FURNITURE FOR THE LINCOLN LIBRARY PUBLIC SEATING AND CONFERENCE ROOM FROM RESOURCE ONE AIS OMNIA JOINT PURCHASES CONTRACT NO. R240101 IN AN AMOUNT NOT TO EXCEED $55,453.06

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

WHEREAS, pursuant to Section 38.50 (3)(b) of the Purchasing Code of the City of Springfield, this purchase is exempt from the City's requirement for Sealed Competitive Bids as this purchase will be made from a State of Illinois contract available for joint purchasing; and

WHEREAS, the Lincoln Library is requesting the purchase of furniture for the Lincoln Library Public Seating and Conference Room from Resource One AIS Omnia Joint Purchases Contract No. R240101 in an amount not to exceed $55,453.06.

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

Section 1: That the City Council hereby authorizes execution of Purchase Contract No. R240101 for the purchase of furniture for Lincoln Library. The Mayor and City Clerk are authorized to execute the agreement and any other documents necessary on behalf of the City.

Section 2: That the Office of Budget and Management is hereby directed to effectuate this proposal from Resource One AIS Omnia from expenditure account 003-116-LIBR-WAGR-1501 in an amount not to exceed $55,453.06, for the Lincoln Library.

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

Section 4: That this Ordinance shall become effective immediately after its passage and publication in pamphlet form and recording by the City Clerk.

PASSED: _____, 2026

RECORDED: _____, 2026

SIGNED: _____, 2026

_____
Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

3-31-26
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

Resource One
INTERIOR SOLUTIONS & DESIGN

Proposal

Resource One
321 East Adams Street
Springfield, IL 62701
Phone: 217-753-5742
Fax: 217-753-5748
www.resourceoneoffice.com

Order Number	8206
Date	03/17/2026
Customer PO No	
Customer Account	LINCOLNLIB
Salesperson	Lauren Nevius
Project Number	4976
Terms	50% DEPOSIT NET 15
Page	1 of 5

SOLD TO
Lincoln Library
326 S. 7th Street
Springfield, IL 62701

ATTN: Gwen Harrison
Email: gwen.harrison@lincolnlibrary.info

INSTALL AT
Lincoln Library
326 S. 7th Street
Springfield, IL 62701

ATTN: Gwen Harrison
Email: gwen.harrison@lincolnlibrary.info

Lincoln Library - Conference, Computer Lab, Public Seating, & Gwen's Office

AIS priced per OMNIA contract #: R240101.
HAWORTH priced per contract #: 80435AA.
KIMBALL priced per contract #: R240108.

Lead times are 11-12 weeks, plus transit. Lead times are subject to change.

Labor priced per current Sangamon County prevailing wage rates.

AIS OMNIA contract pricing is tiered based on volume. Addition or removal of products may affect discounting.

Implementation of surcharges may occur but is not currently in effect.

Due to current disruptions caused by international tariffs, unexpected and immediate changes to lead times and pricing may occur. Resource One is closely monitoring these developments. Please request an updated proposal from your account representative(s) prior to order placement.

Line	Quantity	Description	Unit Price	Extended Amount
1	1.00 Each	SURCHARGE SURCHARGE	864.10	864.10
2	1.00 Each	G6F0212.US.0 AT Power Unit with socket and with twin USB fast charger (A+C, 25 W) Mark Line For (Tag): Tag TG: ACOUSTIC POD Tag L1: ACOUSTIC POD	212.50	212.50
3	1.00 Each	G6F0207--TA09 Autonomous Smoke Alarm Device TA09:(T97) Black Mark Line For (Tag): Tag TG: ACOUSTIC POD Tag L1: ACOUSTIC POD	154.28	154.28
4	1.00 Each	G6F0210--GZ01 Carpet GZ01:(KJ3) Dark Grey Mark Line For (Tag): Tag TG: ACOUSTIC POD Tag L1: ACOUSTIC POD	436.05	436.05
5	1.00 Each	G4J0H15--PA05-MA01 Internal Front Central Wall with cut-out for power socket and electronic control system. Cable guides are on both sides of the wall PA05:(J4) Black Melamine MA01:(A) Black Mark Line For (Tag): Tag TG: ACOUSTIC POD Tag L1: ACOUSTIC POD	2,283.53	2,283.53
6	1.00 Each	NGP-47306--PA05-MA01 R/H Glass Fasade with Doors. Metal frame with melamine cover. 0.3" tempered safety glass. Non-lockable doors. PA05:(J4) Black Melamine MA01:(A) Black Mark Line For (Tag): Tag TG: ACOUSTIC POD Tag L1: ACOUSTIC POD	3,109.73	3,109.73
7	1.00 Each	PAR2602--PA05-MA01 Melamine Ceiling with LED light and ventilation (air supply) system. PA05:(J4) Black Melamine MA01:(A) Black Mark Line For (Tag): Tag TG: ACOUSTIC POD	1,454.35	1,454.35

Resource One
INTERIOR SOLUTIONS & DESIGN

Proposal

Resource One
321 East Adams Street
Springfield, IL 62701
Phone: 217-753-5742
Fax: 217-753-5748
www.resourceoneoffice.com

Order Number	8206
Date	03/17/2026
Customer PO No	
Customer Account	LINCOLNLIB
Salesperson	Lauren Nevius
Project Number	4976
Terms	50% DEPOSIT NET 15
Page	2 of 5

		Tag L1: ACOUSTIC POD		
8	1.00 Each	T-LT--RP-LTTT-W-PAINTHA-15-RO-P0002 Laptop Table, Bag Hook, Pencil Groove, Thermofoil Finish, Scratch and Mar Resistance RP-LTTT-W:Glacier White PAINTHA-15:Grade A Laptop Paint RO-P0002:Black Mark Line For (Tag): Tag TG: ACOUSTIC POD Tag L1: ACOUSTIC POD	296.24	296.24
9	1.00 Each	PAR1201--GT12-GT11-PA05-MA01 Internal Acoustic Walls. Upholstered with fabric. GT12:(TD3) Blue (Austea) GT11:(TD2) Light Blue (Austea) PA05:(J4) Black Melamine MA01:(A) Black Mark Line For (Tag): Tag TG: ACOUSTIC POD Tag L1: ACOUSTIC POD	899.30	899.30
10	1.00 Each	PAR2103--GT12-GT11-PA05-MA01-SA01 External Walls Upholstered with fabric. Rear wall with glass. GT12:(TD3) Blue (Austea) GT11:(TD2) Light Blue (Austea) PA05:(J4) Black Melamine MA01:(A) Black SA01:(1) Clear Glass Mark Line For (Tag): Tag TG: ACOUSTIC POD Tag L1: ACOUSTIC POD	2,251.65	2,251.65
11	2.00 Each	1011FT1.PS--FC2-GL1-~-SC5-~-~ Lumin, Four-Leg Chair, Plastic Seat & Back, Armless FC2:Silver Frame GL1:Standard Multi-Surface Glide ~:No Tablet Upgrade SC5:Navy ~:No Selection ~:Std Packaging Mark Line For (Tag): Tag TG: ACOUSTIC POD Tag L1: ACOUSTIC POD	152.68	305.36
12	4.00 Each	T-PBR2416SXG--RO-E1269A-LAMTABA-RO-L0443-A-PAINTSB-A001-RO-P0093 Tbl, Pbl, 2mm, 24dx16h, Stlx24, Gld RO-E1269A:Landmark LAMTABA:Grade A Laminate RO-L0443-A:Landmark (Textured) PAINTSB-A001:Grade A Paint RO-P0093:Metallic Silver Mark Line For (Tag): Tag TG: CONFERENCE SIDE SEATING Tag L1: CONFERENCE SIDE SEATING	293.54	1,174.16
13	6.00 Each	1011FT1.UP--FC2-C13-RMTL-SC5-~-FG2-ELEMENT-NAVY-~ Lumin, Four-Leg Chair, Upholstered Seat & Back, Armless FC2:Silver Frame C13:Standard Carpet Casters RMTL:Folding Tablet Arm, Left SC5:Navy ~:No Selection FG2:Fabric/Vinyl Grade 2 ELEMENT:Element Color Selection NAVY:Element Navy ~:Std Packaging Mark Line For (Tag): Tag TG: CONFERENCE SIDE SEATING Tag L1: CONFERENCE SIDE SEATING	331.32	1,987.92
14	6.00 Each	1011FT1.UP--FC2-C13-RMTR-SC5-~-FG2-ELEMENT-NAVY-~ Lumin, Four-Leg Chair, Upholstered Seat & Back, Armless FC2:Silver Frame C13:Standard Carpet Casters RMTR:Folding Tablet Arm, Right SC5:Navy	331.32	1,987.92

Resource One
INTERIOR SOLUTIONS & DESIGN

Proposal

Resource One
321 East Adams Street
Springfield, IL 62701
Phone: 217-753-5742
Fax: 217-753-5748
www.resourceoneoffice.com

Order Number	8206
Date	03/17/2026
Customer PO No	
Customer Account	LINCOLNLIB
Salesperson	Lauren Nevius
Project Number	4976
Terms	50% DEPOSIT NET 15
Page	3 of 5

		~:No Selection FG2:Fabric/Vinyl Grade 2 ELEMENT:Element Color Selection NAVY:Element Navy ~:Std Packaging Mark Line For (Tag): Tag TG: CONFERENCE SIDE SEATING Tag L1: CONFERENCE SIDE SEATING		
15	2.00 Each	W-WS1860--RO-E5269-RW-GRRA-~-LAMTABA-RO-L0443-A 2mm Edge Rect Surface 18D X 60W RO-E5269:Landmark RW-GRRA:A - No Grommets ~:(STD) LAMTABA:Grade A Laminate RO-L0443-A:Landmark (Textured) Mark Line For (Tag): Tag TG: MAIN CONFERENCE Tag L1: MAIN CONFERENCE	205.92	411.84
16	2.00 Each	X-DDC3618--RO-L1433-RO-L1433-LOOP_PULL-LOOP_A-RX-LOOP-MS-LOCK_A Cbx Full Depth 2d Cab 18dx28hx36w RO-L1433:Landmark (Textured) RO-L1433:Landmark (Textured) LOOP_PULL:Loop Pull Color Option LOOP_A:Grade A Paint Loop Pull RX-LOOP-MS:Loop Pull Metallic Silver LOCK_A:A - No Lock Required Mark Line For (Tag): Tag TG: MAIN CONFERENCE Tag L1: MAIN CONFERENCE	634.92	1,269.84
17	1.00 Each	X-CCD2748--RO-L1433-RO-L1433-LOOP_PULL-LOOP_A-RX-LOOP-MS-LOCK_A Cbx Full Depth Cred With Cabinet Doors 18dx28hx48w RO-L1433:Landmark (Textured) RO-L1433:Landmark (Textured) LOOP_PULL:Loop Pull Color Option LOOP_A:Grade A Paint Loop Pull RX-LOOP-MS:Loop Pull Metallic Silver LOCK_A:A - No Lock Required Mark Line For (Tag): Tag TG: MAIN CONFERENCE Tag L1: MAIN CONFERENCE	754.52	754.52
18	1.00 Each	X-CTB54168K--RO-L1433-RO-E9269A-G_NONE-G_NONE-HORIZONTAL_1-RO-L0433-08 Cbx Table Boat 54d X 168w Knife 4 Sec 4 A-base RO-L1433:Landmark (Textured) RO-E9269A:Landmark G_NONE:A - No Grommet G_NONE:A - No Grommet/Power HORIZONTAL_1:(Std) Short Side Grain Direction - Side to Side RO-L0433-08:Landmark (Textured) Mark Line For (Tag): Tag TG: MAIN CONFERENCE Tag L1: MAIN CONFERENCE	3,948.62	3,948.62
19	12.00 Each	1203.BK1.MB.B.AR2--CH1-FC13-BT1-BC4-CS5-MC23-US-FG2-ELEMENT-NAVY-KD Hexy, Midback, Task Chair, Mesh Back, Basic Mech, Fixed Arm CH1:Standard Cylinder FC13:Fog Frame BT1:5 Star Nylon Base BC4:Fog Base CS5:Carpet Casters MC23:Fog Mesh US:Upholstered Seat FG2:Fabric/Vinyl Grade 2 ELEMENT:Element Color Selection NAVY:Element Navy KD:Knocked Down Mark Line For (Tag): Tag TG: MAIN CONFERENCE Tag L1: MAIN CONFERENCE	300.96	3,611.52
20	4.00	T-LT--RP-LTTT-W-PAINTHA-15-RO-P0002	296.24	1,184.96

2026-196

Resource One
INTERIOR SOLUTIONS & DESIGN

Proposal

Resource One
321 East Adams Street
Springfield, IL 62701
Phone: 217-753-5742
Fax: 217-753-5748
www.resourceoneoffice.com

Order Number	8206
Date	03/17/2026
Customer PO No	
Customer Account	LINCOLNLIB
Salesperson	Lauren Nevius
Project Number	4976
Terms	50% DEPOSIT NET 15
Page	4 of 5

	Each	Laptop Table, Bag Hook, Pencil Groove, Thermofoil Finish, Scratch and Mar Resistance RP-LTTT-W:Glacier White PAINTHA-15:Grade A Laptop Paint RO-P0002:Black Mark Line For (Tag): Tag TG: PUBLIC SEATING Tag L1: PUBLIC SEATING		
21	9.00 Each	CP.AS1.SN1--LS1-~-~-BS1-SX2-~-~-~-~-USU-SV3-FG3-OPTIMA-H2O-P1 COMPOSIUM, SHARP SEATING, CLUB 34H X 31W X 28D LS1:Standard Plastic in Black ~:No Tablet Arm ~:No Arm Cap BS1:Square SX2:Clean-Out ~:No Moisture Barrier ~:No CAL 133 ~:No Power ~:No Stain USU:Single Upholstered SV3:3/4 Valance FG3:Fabric/Vinyl Grade 3 OPTIMA:Optima Color Selection H2O:Optima H2O P1:Fully assembled in carton Mark Line For (Tag): Tag TG: PUBLIC SEATING Tag L1: PUBLIC SEATING	1,096.04	9,864.36
22	2.00 Each	CP.AS1.SN2--LS1-~-~-BS1-SX2-~-~-~-~-USU-SV3-FG3-OPTIMA-H2O-P1 COMPOSIUM, SHARP SEATING, SETTEE 34H X 53W X 28D LS1:Standard Plastic in Black ~:No Tablet Arm ~:No Arm Cap BS1:Square SX2:Clean-Out ~:No Moisture Barrier ~:No CAL 133 ~:No Power ~:No Stain USU:Single Upholstered SV3:3/4 Valance FG3:Fabric/Vinyl Grade 3 OPTIMA:Optima Color Selection H2O:Optima H2O P1:Fully assembled in carton Mark Line For (Tag): Tag TG: PUBLIC SEATING Tag L1: PUBLIC SEATING	1,452.88	2,905.76
23	4.00 Each	CP.AS1.SN1--LS1-~-~-BS1-SX2-~-~-PFL-PC1-~-USU-SV3-FG3-OPTIMA-H2O-P1 COMPOSIUM, SHARP SEATING, CLUB 34H X 31W X 28D LS1:Standard Plastic in Black ~:No Tablet Arm ~:No Arm Cap BS1:Square SX2:Clean-Out ~:No Moisture Barrier ~:No CAL 133 PFL:Left hand, front of unit PC1:Black ~:No Stain USU:Single Upholstered SV3:3/4 Valance FG3:Fabric/Vinyl Grade 3 OPTIMA:Optima Color Selection H2O:Optima H2O P1:Fully assembled in carton Mark Line For (Tag): Tag TG: PUBLIC SEATING Tag L1: PUBLIC SEATING	1,206.04	4,824.16
24	1.00	FREIGHT	714.29	714.29

2026-196

Resource One
INTERIOR SOLUTIONS & DESIGN

Proposal

Resource One
321 East Adams Street
Springfield, IL 62701
Phone: 217-753-5742
Fax: 217-753-5748
www.resourceoneoffice.com

Order Number	8206
Date	03/17/2026
Customer PO No	
Customer Account	LINCOLNLIB
Salesperson	Lauren Nevius
Project Number	4976
Terms	50% DEPOSIT NET 15
Page	5 of 5

	Each	Narbutas Freight - Shipping to Springfield, IL 62701		
25	1.00 Each	LABOR Receive, Deliver, and Install.	8,546.10	8,546.10

Product :	$46,906.96
Delivery/Install :	$8,546.10
TOTAL ORDER :	**$55,453.06**

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

Signature: _____ **Name:** _____ **Title:** _____ **Date:** _____

GFDM

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

MEMORANDUM

TO: **Gwen Harrison**

FROM: **Anthony Quinones - Assistant Purchasing Agent**

DATE: **March 18, 2026**

SUBJECT: **Joint Contract Determination**

I have reviewed the Ordinance Fact Sheet concerning Resource One for purchase of Conference Room and Public Seating Furniture in an amount not to exceed $55,453.06 for the Springfield Fire Department.

OMNIA Partners Joint Purchase Contract – R240101.

Pursuant to Article 38.50 (3)(b) of the Purchasing Code of the City of Springfield, this purchase is exempt from the City's requirement for Sealed Competitive Bids as this purchase will be made pursuant to a General Services Administration contract available for joint purchasing.

2026 300 SOUTH SEVENTH • ROOM 200 • SPRINGFIELD, ILLINOIS 62701-1681 • (217) 789-2205 • FAX (217) 789-2207

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
DATE OF 1ST READING: April 7th 2026

OFFICE REQUESTING: Lincoln Library
CONTACT PERSON: Gwen Harrison
PHONE NUMBER: 217-753-4900 x5619

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

TYPE OF ORDINANCE: Exempt from Competitive Bid **FISCAL IMPACT:** $55,453.06

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE PURCHASE OF FURNITURE FOR THE LINCOLN LIBRARY PUBLIC SEATING AND CONFERENCE ROOM FROM RESOURCE ONE AIS OMNIA JOINT PURCHASES CONTRACT #R240101 IN AN AMOUNT NOT TO EXCEED $55,453.06

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

CONTRACTOR / VENDOR NAME: Resource One **VENDOR NO:** 0RES8000

CONTRACT TERM: To completion **Change in Scope** Yes [ ] No [ ]

CONTRACT AMOUNT: $55,453.06 (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:
[ ] Sole Source / OEM
[ ] Prof Service
[X] Joint Purchase

Previous Ord #'s _____

Is Purchasing Agent approval required? No [ ] Yes [X]
Is Purchasing Agent approval attached? No [ ] Yes [X]
Code Provision: _____

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

REVENUE

	Fund	Agency	Org	Activity	Rev	Amount
1						
2						
3						
4						

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
003	116	LIBR	WAGR	1501	$55,453.06

FUNDS CHECK BY: C. Heinzel **Date:** 03/18/2026

DIRECTOR / SUPERVISOR SIGNATURE Gwendolyn A Harrison **Date:** 3/17/2026

CITY PURCHASING AGENT: **Date:** 3/18/2026

COMMENTS

To update public seating throughout Lincoln Library and conference rooms; OMNIA Contract #R240101. Attached proposal.

SIGN OFF:

(Mayor's Signature) (Director of OBM)

S\Excel\Forms\Resource One

The information supplied on this form is not confidential information.

Revised 5/10/04

2026-196

2026-197

AN ORDINANCE AUTHORIZING A ONE-YEAR EXTENSION UNDER RFP LL23-33 AND AUTHORIZING AN ADDITIONAL PAYMENT IN AN AMOUNT OF $60,000.00, AND A TOTAL AMOUNT NOT TO EXCEED $225,000.00 WITH MIDWEST TAPE, LLC A STREAMING MEDIA DATABASE, TO PROVIDE ACCESS TO HOOPLA APPLICATION, FOR THE LINCOLN LIBRARY

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

WHEREAS, the City previously passed ordinance 122-03-23 in an amount not to exceed $165,000.00 authorizing the Lincoln Library to enter into an agreement with Midwest Tape, LLC, a streaming media database to provide access to Hoopla application from February 1, 2023 through January 31, 2026; and

WHEREAS, the Lincoln Library is requesting to enter into a one-year extension with Midwest Tape, LLC would and request an additional amount not to exceed $60,000.00, and a total amount not to exceed $225,000.00; and

WHEREAS, a copy of the one-year extension 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: The City Council of the City of Springfield hereby approves RFP #LL23-33 a one-year extension for Ordinance No. 122-03-23 by authorizing an additional payment of $60,000.00 and a total amount not to exceed $225,000.00, for the Lincoln Library.

Section 2: The Office of Budget and Management is hereby authorized to make payments to Midwest Tape, LLC for $60,000.00 and a total amount not to exceed $225,000.00 from the following accounts in accordance with the terms of the agreement.

Account:	**Amount:**
003-116-LIBR-LIBR-1227	$ 60,000.00

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

PASSED: _____, **2026**

RECORDED: _____, **2026**

ATTEST: _____
City Clerk Charles L. Redpath Sr.

SIGNED: _____, **2026**

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

3-31-26
Office of Corporation Counsel /Date

Requested by: Mayor Misty Buscher

2026-197

2023-093 122-03-23

AN ORDINANCE ACCEPTING RFP #LL23-33 AUTHORIZING A THREE-YEAR CONTRACT WITH MIDWEST TAPE, LLC, A STREAMING MEDIA DATABASE, TO PROVIDE ACCESS TO THE HOOPLA APPLICATION FOR AN AMOUNT NOT TO EXCEED $165,000.00 FOR LINCOLN LIBRARY

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, Lincoln Library desires to accept a three-year contract with Midwest Tape, LLC, to provide Hoopla, a streaming media platform which is an all-in-one digital media application providing access to multiple formats including movies, television, music, audiobooks, graphic novels and eBooks for an amount not to exceed $165,000.00 pursuant to RFP #LL23-33; and

WHEREAS, and pursuant to requirements of Section 38.38(a) of the Purchasing Code, the City Purchasing Agent has made a determination that it would be neither practicable nor advantageous to the City to utilize the Sealed Competitive Bid process to obtain bids for these services; and

WHEREAS, a copy of RFP #LL23-33 shall be located in the Office of the City Clerk.

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

Section 1: That the City Council hereby authorizes acceptance of RFP #LL23-33 for a three-year contract with Midwest Tape, LLC, to provide Hoopla, a streaming media platform that provides access to multiple formats including movies, television, music, audiobooks, graphic novels and eBooks to Lincoln Library for an amount not to exceed $165,000.00. The Mayor and City Clerk are authorized to execute the agreement and any other documents necessary on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay Midwest Tape, LLC (VC*2135) an amount not to exceed $165,000.00 from February 1, 2023, through January 31, 2026, from account number 003-116-LIBR-LIBR-1227.

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

PASSED: March 21, 2023

RECORDED: March 24, 2023

ATTEST: _____
City Clerk Frank J. Lesko

SIGNED: March 24, 2023

_____
Mayor James O. Langfelder

Approved as to legal sufficiency:

_____ /
Office of Corporation Counsel / Date

Requested by: Mayor James O. Langfelder

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO:
DATE OF 1ST READING: 3/7/23

OFFICE REQUESTING: Lincoln Library
CONTACT PERSON: Dominique LaSalvia
PHONE NUMBER: 217-753-4900 ext. 5607

EMERGENCY PASSAGE: No ☑ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: Acceptance of RFP
FISCAL IMPACT: $165,000.00

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

SUGGESTED TITLE:

AN ORDINANCE ACCEPTING RFP #LL23-33 AUTHORIZING A THREE-YEAR CONTRACT WITH MIDWEST TAPE, LLC, A STREAMING MEDIA DATABASE, TO PROVIDE ACCESS TO THE HOOPLA APPLICATION FOR AN AMOUNT NOT TO EXCEED $165,000 FOR LINCOLN LIBRARY.

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

CONTRACTOR / VENDOR NAME: Midwest Tape, LLC
VENDOR NO: VC*2135

CONTRACT TERM: 02/01/2023 - 01/31/2026
Change in Scope Yes ☐ No ☑

CONTRACT AMOUNT: $ 165,000.00 (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: RFP LL23-33
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	003	116	LIBR	LIBR	1227	$165,000.00
2						
3						
4						

DL 02/27/2023

FUNDS CHECK BY: Date: 3/2/23
DIRECTOR / SUPERVISOR SIGNATURE Date: 2/27/23
CITY PURCHASING AGENT: Date: 3/2/2023

COMMENTS

Three-year contract with Midwest Tape, LLC, to provide Hoopla, a streaming media platform that provides access to multiple formats including movies, television, music, audiobooks, graphic novels and eBooks to Lincoln Library for an amount not to exceed $165,000.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

S\Excel\Forms\Hoopla

The information supplied on this form is not confidential information.

Revised 5/10/04

2023 2023 7093

122-03-23

17436

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

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

Date: **December 9, 2023**
Fax: 217·789·2207

Request for Proposal Index No: **RFP #LL23-33**
Request for Proposal Name: **Lincoln Library Streaming Media Database**
Pre Bid Meeting: **N/A**
Bid Security: **N/A**

Due Date **3 P.M. Central Time USA**: **January 5, 2023**

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

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

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

Name of Vendor: Midwest Tape, LLC

Contact Name: Sue Bascuk, Vice President

Vendor Address: 1417 Timberwolf Drive, Holland, Ohio 43528

Vendor E-Mail: sbascuk@midwesttapes.com or BIDRFPinfo@midwesttapes.com

Phone: 800-875-2785 **Fax:** 800-444-6645

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2. The Vendor will make the library aware of any changes on a monthly basis that occur concerning the streaming media subscription the Vendor handles.

C. Award

1. Lincoln Library will award this contract to the Vendor who meets the specifications, terms, and conditions of the proposal with the highest qualifications, performance evaluation, and most competitive price.
2. The Vendor must submit a completed Proposal Form (included below) to be considered for the award. The City of Springfield reserves the right to reject any or all proposals.

Vendor Qualifications (Please see Response Document to Vendor Qualifications - Midwest Tape, LLC)

The Vendor will establish its ability to comply with the contract requirements by submitting the following information:

1.	Provide a list of the different streaming media types/formats (video, music, audiobook, etc.) that will be provided.
2.	Provide a list of the number of titles by format that will be provided.
3.	Indicate how discounts and service charges (if any) are calculated.
4.	Specify the terms of access for a streaming media title, including checkout length and number of simultaneous users, and identify any associated conditions, cost, or restrictions.
5.	Specify the method in which the streaming media are delivered. Identify any specific software requirements for accessing or viewing the streaming media.
6.	State whether the Vendor's service has a mobile app available, what type of devices the app is compatible with, and how the app can be accessed by mobile devices.
7.	List all searching methods offered including, but not limited to search by media type, title, browse an alphabetical title index, and browse by category.
8.	State the Vendor's ability to provide unlimited 24-hour remote access for customers, as well as in-library use. Identify any associated conditions or restrictions on use.
9.	Specify if remote access can be authenticated by library card number. List any other methods of authentication available.
10.	Compliance with the Web Content Accessibility Guidelines 2.0 (WCAG) is preferred. Summarize how the Vender addresses web accessibility support, and identify the level of conformance with the WCAG guidelines.
11.	List any marketing tools provided to the library.
12.	State whether Vendor allows for library branding and where the library brand would be placed.
13.	Provide a thorough list of types of statistics available, frequency, and how they are delivered or accessed.
14.	Number of years the company has been in business.
15.	Number of years the product has been offered.

16.	Identify the total number of public libraries as customers.
17.	Provide an active customer list of at least ten (10) U.S. public libraries serving populations of over 75,000 people that have used the Vendor's service for at least six months.
18.	Include a current Illinois state "Certificate of Good Standing", if held.
19.	Specify if extension of the agreement is available on the same terms for an additional year.
20.	List any extra features that make the Vendor's database unique.
21.	Provide login information for a two (2) week trial of the streaming media service for library staff evaluation.

Vendor Pricing

	Year 1 of Contract	**Year 2 of Contract**	**Year 3 of Contract**
Subscription Price	$50,000 - $55,000*	$55,000 - $61,000*	$61,000 - $67,000*
Less: Discount	0%	0%	0%
Additional Service Charges	$0.00	$0.00	$0.00
Total	$50,000 - $55,000	$55,000 - $61,000	$61,000 - $67,000

*Please refer to Midwest Tape's Attachment A for further details of this pricing information.

Vendor Specification Performance Evaluation

The undersigned Vendor agrees to abide by the following statements:

	Indicate YES or NO
The Vendor agrees to an initial 3-year contract beginning February 1, 2023 with option for a one-year extension, payable annually with a written letter agreeing to the same terms and condition language.	Yes
The Vendor agrees that either party may terminate the agreement on the contract renewal date effective upon a 30 days written notice to the other party.	Yes
The Vendor agrees to supply a toll-free phone number, fax number, or email address to resolve subscription issues.	Yes
The Vendor agrees to provide a representative to handle the library's account.	Yes
The Vendor will provide training for library staff.	Yes

SECTION III

CERTIFICATIONS AND SIGNATURE OF BIDDER

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 undersigned bidder states that he has been regularly engaged in work of the type required by the specifications herein for 10 years and respectfully invites your attention to the following products and/or services:

Midwest Tape, LLC has been providing library audiovidual materials for more than 33 years.

Our hoopla digital service has been provided to libraries for more than 10 years (beginning in 2013.)

3. 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 sixty (60) 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 IV 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:

Midwest Tape, LLC - 1417 Timberwolf Drive

Holland, Ohio 43528

(City, State and Zip Code)

Name and telephone number of person to contact regarding this bid

Name: Sue Bascuk, Vice President

Phone: 800-875-2785

*Please note that additional contact for coordination of questions and/or required documents can also be provided by our Bid/RFP Specialists by contacting - 800-875-2785 or BIDRFPinfo@midwesttapes.com.

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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.

Signature of Bidder

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.

Signature of Bidder

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.

Signature of Bidder

7. (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.

Signature of Bidder

7. (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

Signature of Bidder

8. Pursuant to Section 38.47(a)(4) 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).

Signature of Bidder

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF THE SECRETARY OF STATE

I, Frank LaRose, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show MIDWEST TAPE, LLC, an Ohio Limited Liability Company, Registration Number 1499514, was organized in the State of Ohio on November 3, 2004, is currently in FULL FORCE AND EFFECT upon the records of this office.

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 31st day of December, A.D. 2022.

Ohio Secretary of State

Validation Number: 202236500804

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File Number 0386508-8

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

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

MIDWEST TAPE, LLC, AN OHIO LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON APRIL 19, 2012, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS 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* 30TH *day of* DECEMBER *A.D.* 2022 .

Authentication #: 2236402440 verifiable until 12/30/2023
Authenticate at: https://www.ilsos.gov

Jesse White

SECRETARY OF STATE

2026-197

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

December 14, 2022

TO: ALL BIDDERS

SUBJECT: ADDENDUM #1
Contract #RFP LL23-33
Lincoln Library Streaming Media Database

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

Item 1. Addendum #1

Item 2. Addendum Acknowledgement Form

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

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

Sincerely,

ARQ

Anthony Quinones
Assistant Purchasing Agent

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

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ADDENDUM #1
Contract #RFP LL23-33
Lincoln Library Streaming Media Database

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

PLEASE SEE THE FOLLOWING ADDITIONAL INFORMATION, CHANGES AND CLARIFICATIONS:

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

Page 1: 2. "You must print and submit only Section III of this document (unless otherwise stated). Do not alter, modify or rearrange this booklet in any manner."
However, where would you like us to respond to Section II: Specifications (pages 16-20)? Should this be uploaded in a separate document, as noted on page 9: (2), (d) "Any additional information or descriptive literature must be submitted separately"? Incorporate with Section III or separate is fine.

Page 19: If we offer more than one subscription service (video, eAudiobook, etc.), are we able to add an additional line item for the Vendor Pricing section to differentiate each subscription price? Yes, please.

Page 19: 17. As this bid falls under the Freedom of Information Act, we ask that you please limit the number of references requested from 10 to 3-5 references. Limit request of 3-5 posted to addendum.

Page 19: 21. "Provide login information for a two (2) week trial of the streaming media service for library staff evaluation." How many trial accounts would you like us to provide? If trial account can be accessed by simultaneous users, one is fine. Otherwise, 5 accounts would be sufficient.

Is this RFP award intended to replace your current eContent vendors or supplement your current eContent? The RFP award is intended to supplement the library's current eContent.

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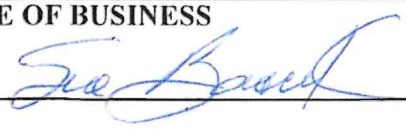
ACKNOWLEDGEMENT
ADDENDUM #1
Contract #RFP LL23-33
Lincoln Library Streaming Media Database

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

CERTIFICATION BY BIDDER

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

Midwest Tape, LLC
NAME OF BUSINESS

BY: 

TITLE: Vice President
(Title & Capacity of Person Signing)

DATE: 1-4-2023

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Lincoln Library - Streaming Media Database
RFP #LL23-33

Midwest Tape has been listening to and serving the needs of librarians for more than 33 years, providing today's most popular audiovisual materials. Our industry expertise and relationships with movie studios, music labels and publishers, has led to the development of a leading library digital media service featuring state-of-the-art streaming capabilities and a user-friendly design called **hoopla**. We ask for your consideration to be evaluated within this RFP, LL23-22 Streaming Media Database, as a vendor that can provide the Lincoln Library with movies, television episodes, music albums, eAudiobooks, eBooks and comics/graphic novels within a single mobile app or website.

Our only customers are libraries; hoopla was designed with that in mind and is a direct reflection of this seasoned experience and knowledge and has evolved into a mobile centric service built to meet the needs of the modern library patron. We continue to stand committed to our mission of empowering the evolution of public libraries, driving down holds, innovating the power of experience, and arming patrons with cutting-edge, reliable mobile and online access to dynamic digital content.

hoopla is a powerful, proven content delivery system that enables patrons to instantly borrow movies, TV shows, music, audiobooks, ebooks, comics, and graphic novels as well as magazines and more binge-worth content via the hoopla *BingePass* collection. hoopla allows libraries to better serve their communities by perfectly complementing their traditional audiovisual collections. With more than 2.6 million titles available across our transactional and one copy/one user licensing models, hoopla adds the flexibility and variety libraries, and patrons want.

The beauty of hoopla, whether it's on iOS, (iPhone and iPad, Android, desktop browser (PC / Mac), is that patrons can enjoy everything it has to offer 24 hours a day/7days a week. They get to see, hear, or read what they want when they want. Transactional titles are always available to every patron simultaneously and, in many cases, one copy/one user titles can be supported by matching transactional titles to provide automatic holds relief. That means they don't have to wait to find their next favorite—they're always ready. Plus, once patrons select a title, enjoying it is easy because hoopla allows each patron to customize the delivery.

Customizability makes all the difference to library patrons. They look for features that match their lifestyles. No matter what format they enjoy, patrons will find the features they expect to make the experience exactly what they need. Users consistently rank hoopla 5 out of 5 stars on the iOS and Android app stores.

Offering all formats and license types, hoopla provides a better experience for libraries and patrons.

Time and Cost Savings

- Managing all digital content on one platform maximizes utilization of one copy, one user licenses.
- Save time by managing your budget and your entire digital collection in one place.

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- Tools to make informed purchase decisions, easily manage expiring meters, and eliminate zombie holds.
- Side-by-side license comparison tools help you choose the right mix of one copy, one user and transactional licenses for your Library.
- Relying on hoopla Instant for back catalog and niche titles frees more of your one copy, one user budget for new releases and best sellers.
- Accurate insights and benchmark data help you strategically build your collection.

Improved Patron Experience

- With all your digital content on hoopla, patrons always know where to find their favorite titles including *New York Times* bestsellers, hit TV series, blockbusters, and more.
- Intuitive experience to deliver the content patrons want, anytime and anywhere.
- Reduce wait time with unique holds relief function that can fulfill a hoopla one-copy one-user hold with a hoopla Instant license.

Hoopla has continued to evolve based on the feedback of libraries and their patrons. A few of those features that have been developed as on this important feedback is our offering of Flex (One Copy/One User eBooks and audiobooks; 'Kids Mode' (family friendly content, appropriate for Kids Mode) function; Read-Alongs – immersive eReader technology allows graphics to appear as they would in a physical book. The book text is highlighted in read and synchronized as the narrative audio track plays; Comics Action View in the hoopla app – comics come to life by double tapping the panel in the graphic novel and swipe left for a panel-by panel guided reading experience; Book Club – any ebook or audiobook, adult or juvenile title can be a Book Club Read with special publisher pricing making each club title affordable and expansive within the community.

Our response to the RFP will be a blend of information about both hoopla's *Instant* and *Flex* content. Instant content is pay-per-use, simultaneous use digital content; and our Flex purchased license content One Copy One User (OCOU) eBooks and Audiobooks.

Hoopla's Instant & Flex Content

Hoopla's Instant collection is just that, instantly available to your patrons. Your' library staff do not need to purchase this content, only when a patron borrows this Instant content is the library billed a transactional fee.

We believe there is a lot of benefit to be had from a unified patron experience. Rather than combing through all the different platforms that a library has, the patron can go to one simple interface and see all the digital content available for that title from their library. This lets the library serve the models they want to serve without driving false holds for a title that a patron is going to go find elsewhere.

2026-197

Lincoln Library - Streaming Media Database
RFP #LL23-33

Bringing the models together for Patrons - 2 Borrow Types:

hoopla *Instant* Borrows: These titles are ALWAYS available instantly to stream or download. The allotted Borrows are finite for each patron & reset each month. *For Libraries: These are transactional, cost-per-use, simultaneous use titles.*

hoopla *Flex* Borrows: These titles will be available to either borrow or place a hold. The allotted Borrows can always be returned for a new Borrow. *For Libraries:* these are one user, one-copy titles with either perpetual, time-metered, or usage metered models.

Why two models? We believe the best way to make the most of each type of borrow is to 1) highlight the strength of each model & 2) always let the patron know which type of content they are looking at.

Patrons will receive the balances for each borrow type and will be able to see the borrow type and format for every item as soon as they see it in a Browsing screen or in a search result. Every time they come to hoopla, they will be able to find something available to instantly borrow right then and there.

We strive to create an adventure for patrons of all ages with unparalleled content choices designed to surprise; and we make the journey easy and enjoyable. Beyond this, we also help in the development of library staff by sharing knowledge and skills they then can pass on to patrons-ensuring a positive library experience for everyone. We, like you, want to see the library at the heart of the community. We can help to enable this goal by building library relevance in the mind of the community during these ever-changing digital times.

The following response document outlines our understanding of Lincoln Library's digital content requirements and provides detailed information about our innovative Library Digital Service, hoopla. We are proud to say that we currently provide your library the hoopla digital platform serving the digital educational and entertainment needs of your patrons.

Please note that the following staff can also be contacted to assist you with a demonstration or answer any questions you may have:

Jason Brown, Account Executive
800-875-2785 Office
jbrown@midwesttape.com

Janet Timm, Bid/RFP Specialist
800-875-2785 Office
jtimm@midwesttape.com

We have valued our partnership with the Lincoln Library since April of 1998, supplying a variety of physical audiovisual materials and value-added services. **Hoopla** provides yet another valuable service meeting the needs of your mobile-centered patrons.

2026-197

Lincoln Library - Streaming Media Database
RFP #LL23-33

The proposal submitted here by Midwest Tape, LLC, presents a true offer of services and/or materials. This proposal is not a result of any direct or indirect coordination or collusion with any other firm (s) submitting a proposal in response to this RFP (LL23-22) and the contents of our proposal (including pricing) is valid for 120 days from the date the proposal is due or longer as needed by the evaluation committee to reach its final decision.

Sincerely,

Sue Bascuk, Vice President
Midwest Tape, LLC
sbascuk@midwesttape.com
800-875-2785

2026-197

Lincoln Library - Streaming Media Database
RFP #LL23-33

Vendor Qualifications

The Vendor will establish its ability to comply with the contract requirements by submitting the following information on the Proposal Form.

1. **Provide a list of the different streaming media types/formats (video, music, audiobook, etc.) that will be provided.**

   hoopla is a powerful, proven content delivery system that enables patrons to instantly borrow movies, TV episodes, music albums, audiobooks, e-books, and comics. More than a transition to the digital information environment, hoopla allows libraries to better serve their communities by providing the perfect complement to traditional physical audiovisual collections. Your patrons will enjoy a whole new world of discovery, education, and entertainment with instant access to an impressive and extensive selection of digital titles...anytime, anywhere. Simple to understand and easy to use, hoopla provides the means for all patrons – regardless of age, interests, education, or technical background – to get the best experience from the library.

   The purpose of hoopla is to provide your library with an attractive and easy to use tool that aligns with Library initiatives for online content services by providing affordable breadth of collection and intuitive patron interfaces that enhances Library efforts to reach and engage current and new patrons. hoopla provides a fun way for Libraries to engage staff at all levels as they become skilled at how to connect with the community with both the physical and virtual in a socially responsible way.

2. **Provide a list of all streaming media titles that will be provided.**

   One App/One Tap – that truly is the fundamental concept of hoopla digital. Your patrons will have access to nearly 2.5 million titles spanning across formats of Instant and Flex e-Audio Books, e-Books and Instant movies, television series, music albums, comics, and graphic novels within one single app on their Smartphone, Tablet, or browser. Midwest Tape is committed to developing the hoopla service to satisfy customers.

   Hoopla's robust search tools and browsing capabilities make content discovery engaging for staff and patrons, with the vision being like our dynamic Midwest Tape eCommerce site. Developed to enable staff and patrons to quickly locate a variety of titles, the comprehensive search feature allows users to organize their search results by subject, title, author, actor, artist, or studio and more, offering a quick, reliable means for searching and securing one of hoopla's hundreds of thousands of titles. With features like single login, a common interface, and dynamic search, hoopla presents all users with a consistent, intuitive, and ultimately satisfying experience anytime, anywhere.

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Content selection is performed by our team from Midwest Tape. The team is made up of individuals with collection development expertise per media type (video, music, audio books, ebooks and comics). Our content team works closely with vendors across all media types to secure additional titles where possible. When making selections they look to historical digital sales, review sites, bestseller lists and rankings, along with marketing and publicity information from vendors. This Content team continually curates' collections to remove outdated, offensive, or poor-quality titles.

As of this date hoopla has over one million Instant digital titles available. This includes 26,900+ video titles; 46,500+ TV episodes; 165,000+ audio book titles; 423,500+ full length music albums; 669,000+ ebooks and 28,000 comics and graphic novels. Our Flex content contains more than one million ebooks and audiobook licensed materials.

Currently, hoopla has over 350 different studios, networks, music labels, and publishers supplying content with more being added each day.

The unique hoopla model (Instant Content) allows the library to only pay for what patrons borrow. The increased spending over time directly relates to the number of patrons borrowing. The library is charged a transactional fee only when a patron borrows a title. Prices range from $0.00 - $3.99* and are priced based on the format. Overall platform average price per borrow (aka Cost per Circ) is: $1.83.

Current Average Instant Title Prices per format:

Audiobook -	$2.28
eBook -	$1.29
Comics -	$1.17
Movies -	$2.17
Music albums -	$1.52
Television -	$1.63

*Please note that 98% of our Instant titles are at price points of $2.99 or less.

Today's Flex content notes over a million titles (metered and perpetual forms) with an overall average price of $30.47. This Flex content covers Adult, Children's, Young Adult Fiction and Non-fiction eBooks and eAudiobooks. These collections also feature Popular Titles, Top Picks, Recommended and a full range of specialized collections.

We are constantly striving to build our content library, and we are acquiring more every day. We currently offer content from some of the biggest names in the industry, such as:

Comics: DC, Marvel, Image, Boom!, Archie, Dark Horse, Disney
Music: Universal Music, Warner Bros., eOne Music, INgrooves

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Video: RLJ Entertainment, Lionsgate, Disney Studios, The Great Courses, MGM, NBC Universal, VIACOM, PBS

Audio: HarperCollins, Tantor, Blackstone, Simon & Schuster, Oasis Audio, Hachette, Macmillan, Great Courses, Dreamscape

eBooks: HarperCollins, Sourcebooks, Disney Publishing, Abrams, Tyndale House, Houghton Mifflin Harcourt, Workman, Harlequin

You can also find our list of content provides via the following link:
http://hub.hoopladigital.com/content-landing-page

Hoopla also provides titles in 100+ different languages. Nearly 7% of all video circulations are in a language other than English. Top performing languages after English: FRENCH, MANDARIN, SPANISH, ITALIAN, SWEDISH, JAPANESE, GERMAN, CHINESE, DANISH.

Scope of Content currently available on hoopla:

eBooks – With 669,000+ ebook titles all available simultaneously without the hassle of reserves, waiting lists, and late fees, hoopla is the most cost-effective way to offer digital ebooks. Our goal is to make reading eBooks on hoopla the most pleasurable experience possible with the ability to explore and enjoy everything our publishers have to offer—front and backlists—for the avid readers found in the "largest book club in the world"—the public library.

eAudiobooks – With 165,000+ audio book titles all available simultaneously without the hassle of reserves, waiting lists, and late fees, hoopla is the most cost-effective way to offer digital audio books. hoopla provides a pure lending model which reduces the library's average cost per circulation, enabling libraries to serve more patrons with simultaneous access to titles. With hoopla, libraries only pay for what is borrowed or the library has the choice to purchase licenses audiobooks at their discretion.

Digital Video - Over 80% of our movie and television catalog cannot be found on competing services, such as Netflix and other library services – meaning that hoopla provides cardholders with the ultimate entertainment and informational service to discover and explore a dynamic digital catalog that wonderfully supplements (compliments) the library's physical collections.

Digital Comics and Graphic Novels - hoopla offers the top six Comic Publishers:

1. Marvel Comics
2. DC Comics
3. Dark Horse Comics
4. Image Comics
5. IDW Publishing

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6. Valiant Comics

hoopla offers more than 28,000+ titles to your patrons these top Comics publishers with an immersive, user-friendly digital service.

Digital Music – hoopla typically has about 80% of the albums listed in Billboard™ magazine, ensuring your patrons have access to the most popular titles. Because hoopla is the only service that offers complete albums which count as a single borrow, making your circulation cost per song a fraction of the price charged by other digital providers.

Hoopla features more than 135,000 kid's items, 35,000+ young adult items as well as hundreds of Read-Alongs, STEAM, literacy, education content to help with literacy; maintaining support for developing the love of reading and foster lifelong readers and learning.

The hoopla hoopla content spans Adult, Children's, Young Adult Fiction and Non-Fiction content. Genres span more than 2,770 unique areas of interest across all formats. Collections include Featured titles, Popular titles (by both Instant and Flex content), Recommend (specific to the user); New & Notables, Top Titles, Just Added and specialized collections such as Celebrity Book Club Picks and the Harry Potter & the Wizarding World collection from Pottermore publishing to name a few.

Additional collections/content: a new streaming content solution - The new hoopla **BingePass,** bringing Libraries Magazines, *MasterClass*, *Curiosity Stream*, and *Hellosaurus* with no subscription fees. This is an easy way for libraries to offer their patrons 7-day access with unlimited streaming of digital content from some of the best entertainment and education brands available.

- Patrons will be able to borrow a BingePass using their monthly hoopla Instant Borrows
- The patron can revisit the site through their *my hoopla* borrowed content, for the next seven days and read, listen, and watch as many titles as they want.
- Libraries only pay for one hoopla Instant Borrow of the Binge Pass.

- No budget surprises. Your Library won't have to maintain a separate budget for each BingePass. Access will be limited to the patrons' hoopla Instant borrows and pricing will be consistent with the great value you have on hoopla Instant titles already. Your Library only pays for the passes your patrons borrow. It is never based on the size of your population. Plus, there are never any platform fees with hoopla.

- More Variety and More Content. We plan to have between 50 and 100 content partners across all types of new and exciting product categories.

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- Transparency. All Reporting for BingePass will be in the hoopla Dashboard your Library already uses and allow your Library to see how much content was streamed per each BingePass so you can calculate the true cost per circulation.

The library has full control over the number of borrows a patron has within a month's time. Today's average is around 10 borrows per month of our Instant titles. Flex content can have a set borrow limit but as a patron reads or listens to the ebook/audio they can manually return that title prior to the return date and receive another borrow for the month.

With hoopla, our member libraries can choose between offering an all-Instant Collection or an all-hoopla Flex (One-user/one copy licensed) collection or a combination of the two collections. Hoopla is designed with flexibility, transparency of data and empowerment of the library to provide the best digital collection for their communities while keeping budgets in control.

3. Indicate how discounts and service charges (if any) are calculated.

With hoopla, our content is not a discounted product line. Our member libraries can choose between offering an all-Instant Collection or an all-hoopla Flex (One-user/one copy licensed) collection or a combination of the two collections. Hoopla is designed with flexibility, transparency of data and empowerment of the library to provide the best digital collection for their communities while keeping budgets in control.

There are five different purchase models available to your library through hoopla:

- All **Flex** licenses are one copy/one use; there is no simultaneous use. Content can only be borrowed by one patron at a time. If your library wishes to allow more than one patron to simultaneously borrow a Flex title, a separate license must be purchased for each.

- A time metered **Flex** license provides an unlimited number of circulations within a defined number of months. Once the defined number of months' threshold is met, the license expires.

- A circulation-based **Flex** license provides an unlimited period in which a defined number of circulations are available. Once the defined number of circulations threshold is met, the license expires.

- A purchased **Flex** license that incorporates the features of both the time metered and circulation-based licenses expires as soon as the conditions of one of the two are met, whichever comes first.

- An **Instant** borrow license is a simultaneous use license. Content is instantly available for simultaneous use with no holds nor waiting time. Content can be borrowed by an unlimited number of patrons at the same time. This type of license is charged to your library as

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patrons borrow content and is therefore a transactional license. The only limits are those placed by the library through budget constraints and/or policy limits.

Digital products on our eCommerce site are available in a variety of formats, media types, purchase models, and license types. Flex Digital products are acquired by a purchased license and made available to your patrons through hoopla. Digital Licenses are sold according to two distinct categorizations: One Copy/One Use vs. Simultaneous Use (Flex vs Instant) and by Metered vs Perpetual eBook and eAudiobooks. The digital purchase model is the intersection of these categories and defines the parameters of use and expiration for a license.

Your library also has the option to transfer their current One-User One-Copy Metered and Perpetual digital titles to the all-in-one experience of hoopla. This will make it easier for Patrons to find and borrow the titles they want and will provide your library with a new set of tools specifically created to help your library get the most from the hoopla digital collection – all with No Transfer Fees and No Platform Fees.

The unique hoopla model (Instant Content) allows the library to only pay for what patrons borrow. The increased spending over time directly relates to the number of patrons borrowing. The library is charged a transactional fee only when a patron borrows a title. Prices range from $0.00 - $3.99* and are priced based on the format. Overall platform average price per borrow (aka Cost per Circ) is: $1.83.

4. **Specify the terms of access for a streaming media title, including check out length and number of simultaneous users, and identify any associated conditions, cost, or restrictions.**

hoopla is a pure lending model; movies & television circulate for 48 - 72 hours (2-3 days) from the time the patron hits borrow, likewise music circulates for 7 days, and audio books circulate for 21 days. Like physical circulation at a library, a patron cannot keep any item, in fact, hoopla will auto return each item upon its expiration date. The user is offered an option of streaming the content or the more popular method of downloading the content into the app for easy viewing and listening without an internet connection or the use of data plan minutes.

With hoopla your Library patrons will always have access to all titles with simultaneous use. That is, if one patron selects to view the DVD title *It's a Wonderful Life*, multiple other patrons can borrow and view the same title at the same time. No need for patrons to find what number their hold is on a list. They have instant access. There is no longer the need to monitor popular titles to ensure there are enough downloadable 'copies'. Your Library is only charged for what is borrowed by your patrons. There is no need to purchase content. With hoopla, your patrons can see all titles and instantly borrow the content, wherever and whenever is convenient.

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5. **Specify the method in which the streaming media are delivered. Identify any specific software requirements for accessing or viewing the streaming media.**

The patron simply downloads the free app from either the App Store (iOS users), Google Play (Android users), Amazon Apps, or using today's popular web browsers and enters their email and library card information (only one-time entry of this data). There are no other special software or hardware needed.

Library patrons follow three easy steps to begin using hoopla:

1. Download the app or go to www.hoopladigital.com
2. Log-in with their library card and email address.
3. Browse, borrow, and enjoy our digital movies, television series, music, audio books, e-books and comics.

Your patrons only log in once. If your library uses PIN numbers along with your library card numbers, the sign-up process asks for that number only one time. No longer does the patron have to log in each time, hoopla is ready when they are. PC users simply access the service by going to www.hoopladigital.com. Bookmarking the website will be a fast way to access hoopla from a PC (including your library's in-house computers and loaned devices). With features like single login, a common interface, and dynamic search, hoopla presents all users with a consistent, intuitive, and ultimately satisfying experience anytime, anywhere.

Your patrons can either stream the title with a wi-fi connection both on a web browser or their personal device. We offer an optional downloading method in which your patrons can choose to download the title, but it remains in the app itself (on mobile devices only) and is not maintained on the patron's personal device memory. It is simply downloaded temporarily while they enjoy it for the loan period.

Once the loan period expires, it is automatically 'returned' to the library. However, the patron is notified of the content's impending expiration and offers the option to renew if they so choose.

Hoopla digital offers something for every one of your patrons with no restrictions on accessing this content whether it be from a web browser on a PC or today's popular mobile devices.

We believe every Digital Library experience should be easy to use and make your community proud. That's why we take the time and energy to create dedicated native app experiences for your patrons and the results of that effort are recognized by Library cardholders. hoopla apps are among the very best in the Library or Consumer space, scoring 4.8 stars in the Apple Store iOS and 4.7 stars in the Google Play store, while earning more than 680,000 reviews.

Hoopla runs on a cloud-based platform to ensure it can scale to meet changing demands. While our web sites and services are publicly accessible, the database that powers the sites and services is

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deployed in a secure "virtual private cloud", or VPC. The VPC is completely protected from all public access. Amazon Web Services data centers are housed in nondescript facilities throughout North America with restricted access and multiple security controls.

Midwest Tape retains the DRM (Digital Rights Management) and the maintenance of all digital files.

6. **State whether the Vendor's service has a mobile app available, what type of devices the app is compatible with and how the app can be accessed by mobile devices.**

We carefully prioritized development of our digital platform around the popularity of today's devices and our ability to deliver a great user experience. Hoopla is supported on Apple iOS 13+ and above, Apple TV (4th and 5th gen devices and AirPlay on 2nd, 3rd, 4th, and 5th gen devices; Apple Car Play and Android Auto (along with support of Bluetooth playback in most modern vehicles); Android 6.0 and above. We support casting from iOS and Android devices to the 1st and 2nd generation Chromecasts, including Chromecast Ultra and Smart TVs with Chromecast built in. Support for Chromecast Audio is coming soon.

Additional devices support we provide for all Amazon devices running Fire OS 6.0.0 and newer. (Please note that we do not support Kindle Paperwhite or any eReader devices.)

Windows Operating System support: We currently support Windows 7, Windows 8.1, and Windows 10 and 11. (hoopla will not work with Windows mobile devices).

Desktop browsers: Microsoft Edge, recent versions of Google Chrome and Firefox; Mac operating systems – MacOS 11 and above along with Mac desktop browsers – recent versions of Safari, Chrome, and Firefox; Chromebooks are supported by hoopla.

Set top boxes: Fire TV (1st, 2nd & 3rd gen devices except for Fire TV Cube); Roku channel for devices running 7.6.3 and higher; All Android TV devices.

Other devices will be evaluated and added in the future. A full list of our supported devices can be found: https://www.hoopladigital.com/help.

Mobile device using patrons, use hoopla through the library via a free app they download:



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There are no other special software or hardware needs to connect with hoopla either by mobile device or by web browser.

Your patrons only log in once. If your library uses PIN numbers along with your library card numbers, the sign-up process asks for that number only one time. No longer does the patron have to log in each time, hoopla is ready when they are!

With features like single login, a common interface, and dynamic search, hoopla presents all users with a consistent, intuitive, and ultimately satisfying experience anytime, anywhere.

PC users simply access the service by going to www.hoopladigital.com Bookmarking the website will be a fast way to access hoopla from a PC.

7. **List all searching methods offered including, but not limited to search by media type, title, browse an alphabetical title index and browse by category.**

From the patron's perspective, we wanted to make it simple, minimizing the number of clicks; therefore, a patron simply downloads the app, logs in to authenticate their membership with their Library card, browse and borrow. Yes, it can be that easy for your patrons to have access to content!

hoopla's robust search tools and browsing capabilities make content discovery engaging for staff and patrons, with the vision being like our dynamic Midwest Tape site. Developed to enable staff and patrons to quickly locate a variety of titles, the comprehensive search feature allows users to organize their search results by subject, title, author, actor, artist, or studio, offering a quick, reliable means for searching and securing one of hoopla's thousands of titles.

With features like single login, a common interface, and dynamic search, hoopla presents all users with a consistent, intuitive, and ultimately satisfying experience anytime, anywhere.

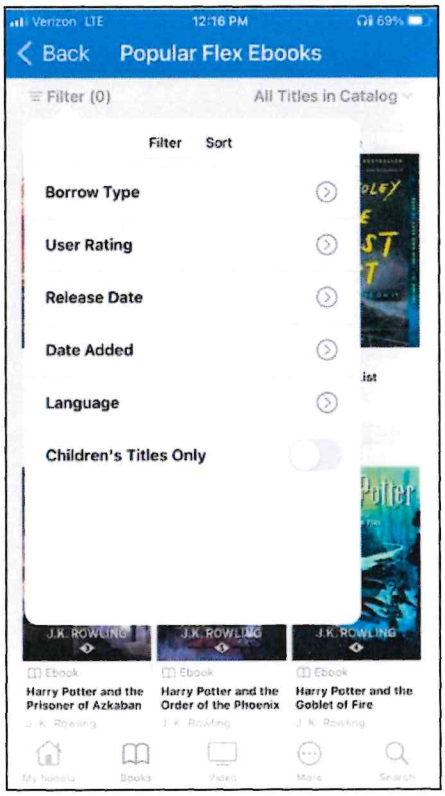
As with today's popular retail mobile device apps and websites, when a person is looking for a specific item or title, they use the ***Search*** feature.

The hoopla digital platform can be searched by Title, Author, Publisher/Label/Studio, Subject, Genre, Age Level, Pub date and Formats, etc. hoopla's robust search tools and browsing capabilities make content discovery engaging for staff and patrons. Developed to enable staff and patrons to quickly locate a variety of titles, the comprehensive search feature allows users to organize their search results by media type, subject, title, author or publisher, offering a quick, reliable means for searching and securing one of hoopla's thousands of titles.

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The patron will also easily view our vast collections of digital titles based on recommended, featured, and popular on the main format page of both the app and web browser. Scrolling feature panels (Carousels) provide information about special collections that can be tapped (or clicked) on to reveal all titles associated with the panel. Collections include, within each format; Popular, Featured, Recommended, Just Added and Trending. Current collections feature Movies of the Month, Great Courses & MasterClass series in our BingePass collection, Banned Books collections, New Music Albums, top trending eBooks and Audiobooks, Graphic Novel top trending titles, Sundance collections, Marvel Comic's *Strange Academy* Collections and many more.

As the user navigates into a collection Filters and Sorting options are presented to help narrow down the collection by Borrow Type, User Ratings, Release Date, Date Added, Language and the option to set the collection to Children's Titles only. These filters and sorting options are tailored to each digital format we provide.

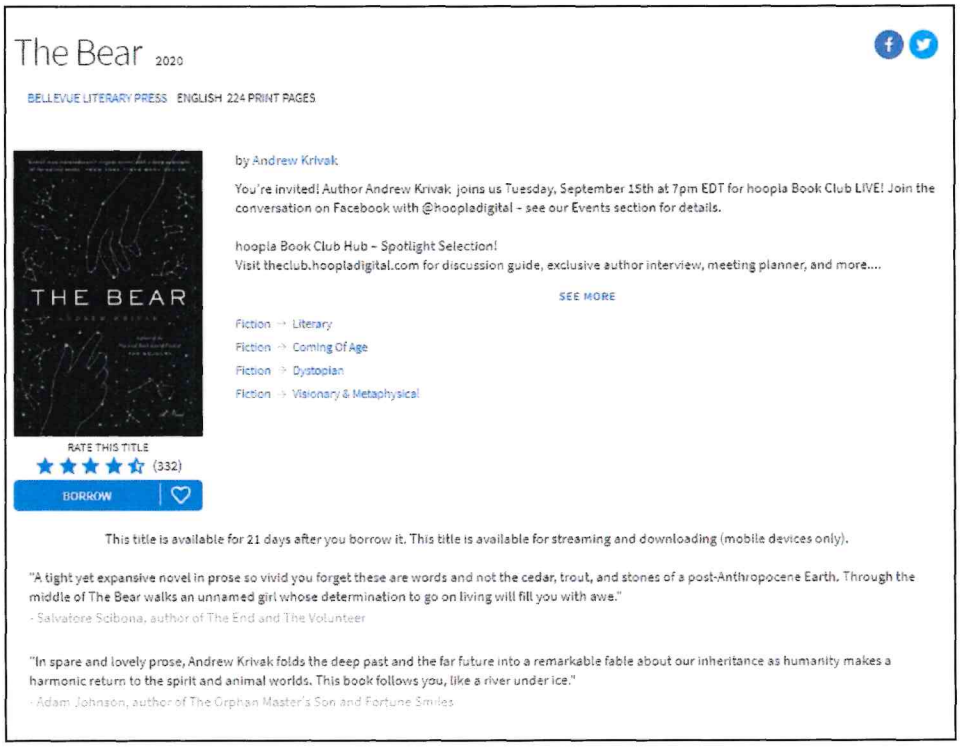


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Methods of Searching on hoopla: hoopla has two different, yet similar ways to find content. As with today's popular retail mobile device apps and websites, when a person is looking for a specific item or title, they use the ***Search*** feature. This allows your patron to search specifically by title or a combination of known information such as director, topic, author, and artist. Search is best used when the user has a general idea of the title or topic they're looking for. hoopla's search engine will pull up any content related to what is searched for, and display it by type, so your patron can discover something they didn't even know existed.

The second Search option is that the user can then choose one of the options or click on the *EVERYTHING* option next to the search field providing the user an option to drill down the search to a specific format, author, person, category, publisher, language, series and more!

By simply hovering over the title, it opens to provide the user more information and option to *Borrow* the title, if they so choose at that moment, or the user can click on the image to find even more information about the title itself: (Sample from web browser below)



Numerous hyper-links (highlighted in blue) are available to lead the user to explore other related titles, authors and/or categories.

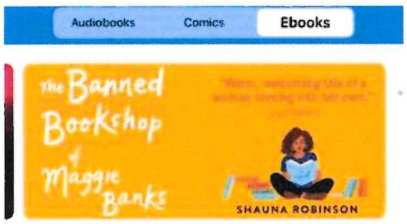
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Once the patron discovers a title they want, they click the *Borrow* button. The title is now active in their hoopla account to be read via their computer or they can access this borrowed title from their mobile device for on-the-go reading. It is at this point that the library charged the transactional fee (if the title is an *Instant* title on hoopla).

Browsing Method on hoopla: Patrons can begin browsing from the Home Page or go to the format finding content categorized by *Recommended*, *Featured* and *Popular*. A scrolling carousel banner highlight collections that might be of interest to the user such as *Genre*, *New & Notable, Top Titles, Just Added and* special collections. *Featured* content are titles hoopla Collection Development Team has selected, that might be of interest. *Just Added* are new titles to hoopla, regardless of release date. *Top Titles* are the top titles being viewed across all hoopla users and Genres is where your patron could select a particular type of content, such as a comedy, or action.

Below are examples of the screen your mobile device users will see when browsing the 'Books' area of hoopla on their mobile device. They can then either search a specific title or can browse by collections of recommended titles, featured titles, popular titles, and genres:

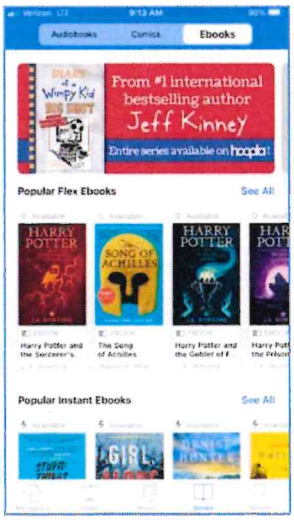
Carousel Banner titles featuring timely and topical collections:







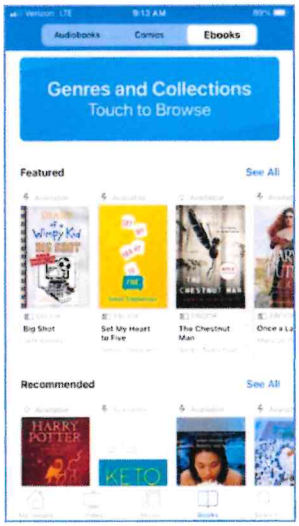
Popular titles:



Recommended titles:



Featured titles:



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These collections are curated by our Midwest Tape content team. Your librarians can customize collections of content or use collections pre-designed by our Collection Experts who have more than 25 years library content curation experience. Collection support is provided free of charge!

Additional specialized collections featured on hoopla:

Bonus Borrows are offered quarterly. Bonus Borrows do not cost your library any money and do not cost your patrons any of their monthly checkouts. Bonus Borrow collections include over 1,000 items from all formats.

Binge Pass - We offer content within what is called **Binge Passes** which will allow libraries to offer patrons binge-worthy content for only **one** instant circulation with a max price point of $2.99. Available content is from a variety of offerings such as series video, magazines, newspapers, children's audio, documentary video and more.

Your patrons have access to over ninety magazines in the hoopla Magazine Binge Pass for seven days for just one borrow. We offer backlist editions as well. The collection continues to grow and includes popular magazines such as *Time, Pioneer Woman, Rolling Stone, Inc., Cosmopolitan, Men's Health, Car & Driver, Good Housekeeping* and more. Even better, the magazines come with an audio feature that will read articles to the patron!

- **Curiosity Stream** went live earlier this year as a Binge Pass option. It costs just $1.99 for each borrow and they can use all the Curiosity Stream content for 7 days – without limits. Curiosity Stream offers exclusive educational documentary video entertainment featuring a wide range of topics. Users can browse through collections focused on science, history, technology, nature, lifestyle and more. Users can choose single episodes or binge an entire series; they can also save content to a watch list to revisit during the lending period. Former Discovery Channel executives started the award-winning service.

- **MasterClass -** Your patrons can now access select classes from MasterClass, the streaming platform where anyone can learn from the world's best across a wide range of subjects, on hoopla. Courses like *Black History, Black Freedom, and Black Love; Neil Gaiman Teaches the Art of Storytelling*; and *Gabriela Camara Teach Mexican Cooking* are available now, with more coming over the next few months. As the only library app with MasterClass content, we are excited to help you share this news with your patrons and help them learn from the world's best.

- **Smithsonian** – this well-known science and nature magazine, published by the renowned Smithsonian Museum offers a unique take on history, nature, culture, art and much more. These magazines provide not only well written articles but beautiful imagery and photography.

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- **Great Courses Television** are an interactive video series designed for the lifelong learner. Taught by professors from some of the most respected institutions in the world, these courses cover a wide range of topics, including *The Science of Information*, *Infectious Diseases* and *The Art of Debate*. Currently, hoopla features more than 200 titles. Great Courses is under the TV format as these are episodic. These are wonderful for many people are seeking out self-improvement, self-help and other educational content, and The Great Courses are the perfect place to start.

- **Hellosaurus** – Users can now access hellosaurus with one instant borrow. For 7 days they can stream educational children's content focused on interactive learning. Once a user borrows the BingePass they'll be directed to download the hellosaurus app, which will give them access to all available content.

Acorn TV collection on hoopla features more than 1,600 episodes including original series like *The South Westerlies, Dead Still, Family Business, Mystery Road and The Nest.*

Disney Video is a great selection of Disney movies are instantly available to your library patrons through hoopla.

Movies of the Month – Each month we feature 'Movies of the Month' to help promote the hoopla platform to your library's patrons and featured in our platforms rotating featured collections. We provide your library with free marketing assets from our resources.hoopladigital.com site to help support this collection.

Pottermore collection – Patrons can choose from 200+ hoopla Instant eBooks and Audiobooks now available from Pottermore Publishing at a cost that is affordable to the library to serve multiple cardholders at the same time and the surge in demand for this content when the author releases additional stories in this popular series.

Browsing on hoopla - Think of *Browsing* like you would be looking at a retail website or app. You are simply 'window-shopping'. You want to explore what the store has to offer. Hoopla works the same way. Your patrons can simply Browse and explore what is offered.

The patron clicks *Browse* from the upper area of the website option:



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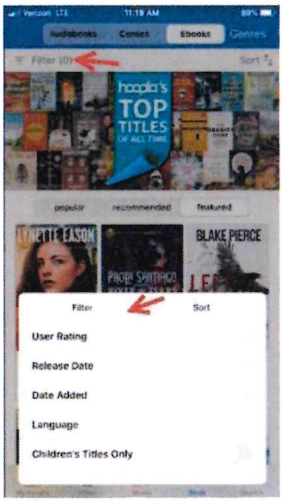
Or explores (Browses) from the lower section on a mobile app via the easily understood icons:



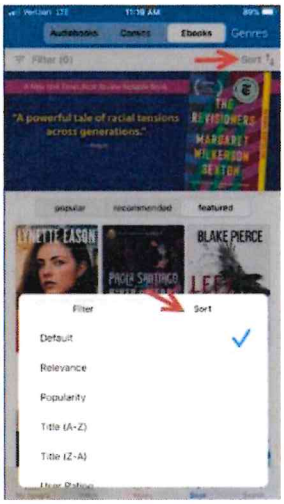
Browsing by Recommended, Featured, Popular and Categories for all formats offered and filtering opens options to further refine the collection.

Filtering and sorting options include (specific by format) User Rating, Release Date, Date Added, Language and the option of filtering only Children's titles. The Sorting option also helps the user define their selections by Popularity, Titles sorted A-Z or Z-A; as well as User Rating, Date Added and Release Date. Selecting the Filter or Sorting options, instantly updates the collection to meet the criteria.

Filtering options:

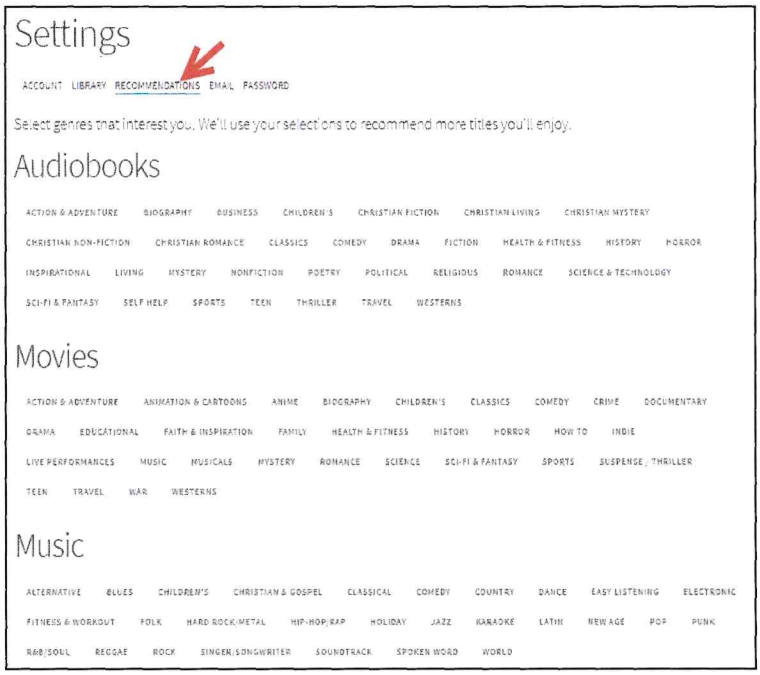


Sorting Options:



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Please note that *Recommendations* (for the Recommended Collections) can be controlled by the patron through their Settings. They can choose genres in each format that most align with their interests in accordance with each digital format offered on hoopla.



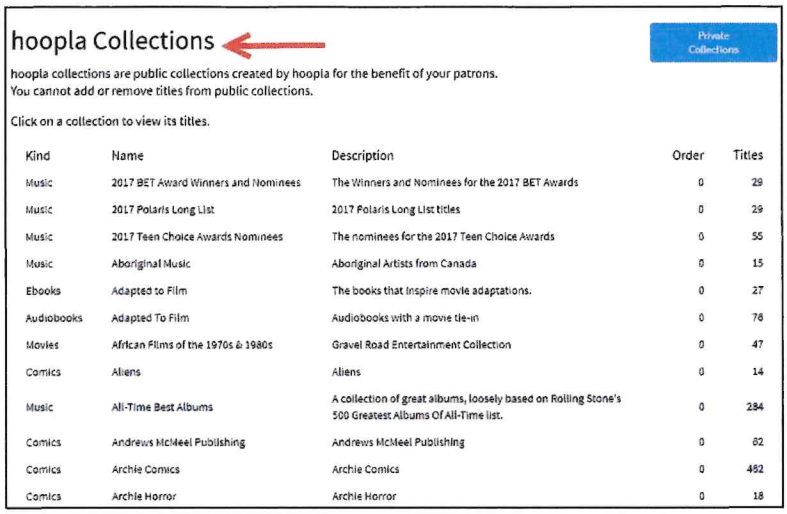
Collection Building

Additional collections options are offered to your library staff through an administrative website (www.library.hoopladigital.com) and offers the options of viewing pre-designed hoopla collections or library generated (private) collections:



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Easily used by clicking the collection and it features these titles to your patrons:



hoopla Collections

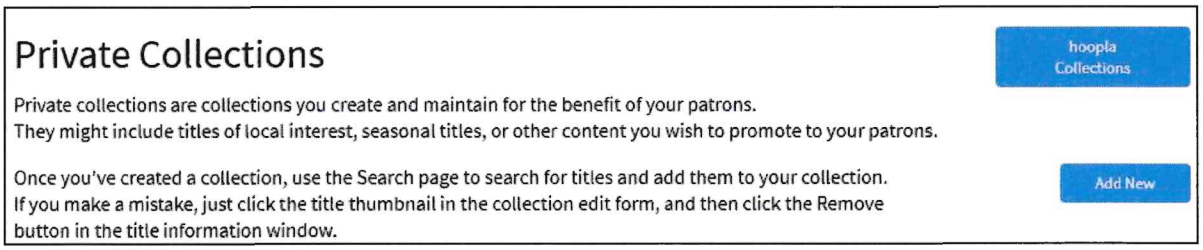
Private Collections

hoopla collections are public collections created by hoopla for the benefit of your patrons.
You cannot add or remove titles from public collections.

Click on a collection to view its titles.

Kind	Name	Description	Order	Titles
Music	2017 BET Award Winners and Nominees	The Winners and Nominees for the 2017 BET Awards	0	29
Music	2017 Polaris Long List	2017 Polaris Long List titles	0	29
Music	2017 Teen Choice Awards Nominees	The nominees for the 2017 Teen Choice Awards	0	55
Music	Aboriginal Music	Aboriginal Artists from Canada	0	15
Ebooks	Adapted to Film	The books that inspire movie adaptations.	0	27
Audiobooks	Adapted To Film	Audiobooks with a movie tie-in	0	76
Movies	African Films of the 1970s & 1980s	Gravel Road Entertainment Collection	0	47
Comics	Aliens	Aliens	0	14
Music	All-Time Best Albums	A collection of great albums, loosely based on Rolling Stone's 500 Greatest Albums Of All-Time list.	0	284
Comics	Andrews McMeel Publishing	Andrews McMeel Publishing	0	82
Comics	Archie Comics	Archie Comics	0	482
Comics	Archie Horror	Archie Horror	0	18

Another option is Library generated collections (Private):



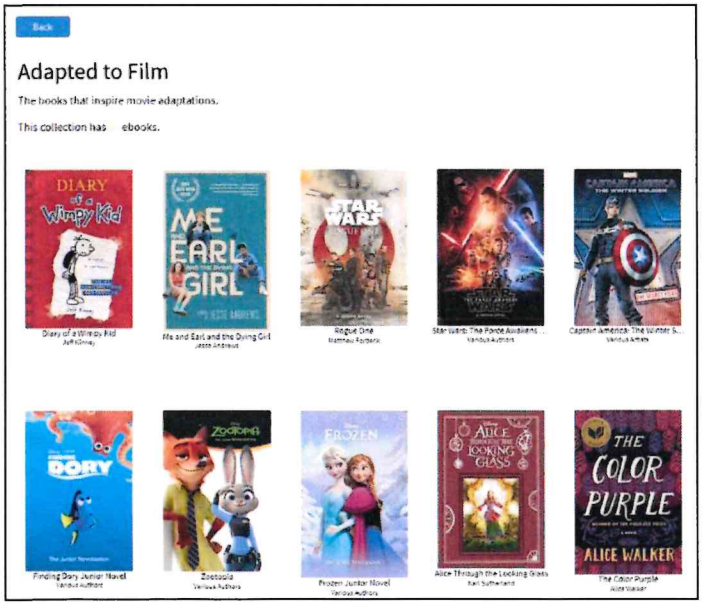
Private Collections

hoopla Collections

Private collections are collections you create and maintain for the benefit of your patrons.
They might include titles of local interest, seasonal titles, or other content you wish to promote to your patrons.

Once you've created a collection, use the Search page to search for titles and add them to your collection.
If you make a mistake, just click the title thumbnail in the collection edit form, and then click the Remove button in the title information window.

Add New



Back

Adapted to Film

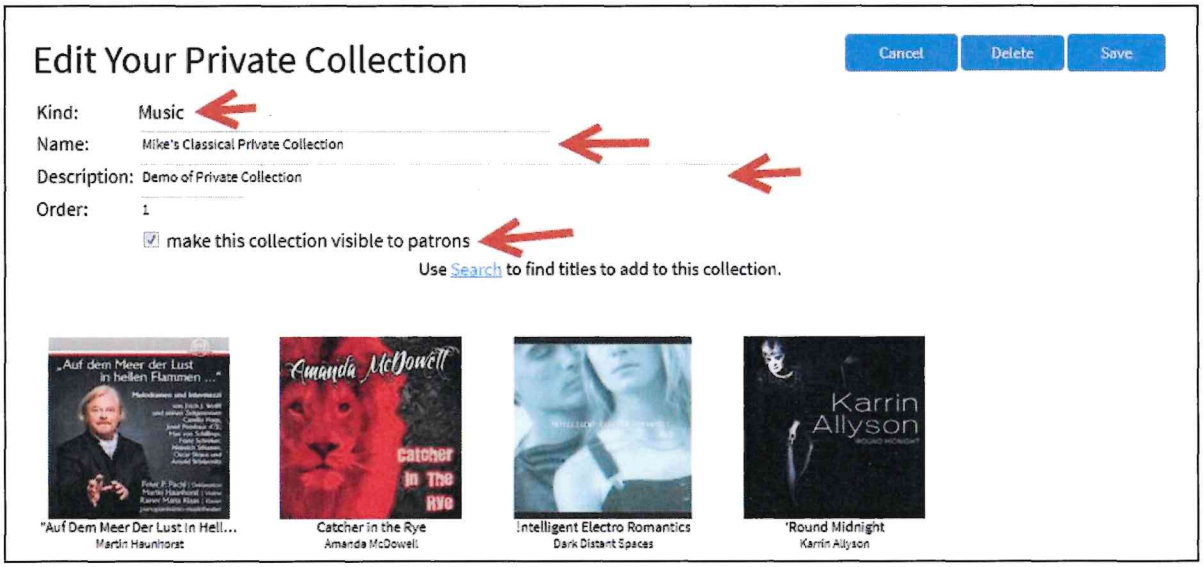
The books that inspire movie adaptations.

This collection has ebooks.

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Here are a few samples of library-generated collections:

Show to patrons?	Kind	Name	Description	Order	Titles
☑	Music	Mike's Classical Private Collection	Demo of Private Collection	1	4
☐	Movies	Comic book Movies	Comic book movies!	2	0
☑	Music	Mike's Jazz Collection	Jazz Collection	2	3
☑	Music	Popular	For everyone interest	5	3
☑	Movies	Romance (Chris Test)	Candles and such	7	2



Please note that these collections can then be shown to your patrons by simply placing a check mark on 'Show to patrons?' By unchecking this option, the collection remains on the administrative site for future release or updating and re-released.

8. **State the Vendor's ability to provide unlimited 24-hour remote access for customers, as well as in-library use. Identify any associated conditions or restrictions on use.**

The hoopla platform was designed around today's popular apps and websites making it easy for your patrons to use and discover content quickly and easily. With **hoopla**, your patrons will virtually have access to the library whenever and wherever they need it – 24/7, making your library even more valuable to your community. With hoopla your Library patrons will always have access to all

titles with simultaneous use. Titles can be searched/browsed, selected, check-out and downloaded within the app. Your users will not need to leave the app or log on multiple times to access content.

9. **Specify if remote access can be authenticated by library card number. List any other methods of authentication available.**

   Each ILS system is unique in their authentication protocols. In terms of patron authentication through Polaris, SIP2 and API (Polaris Patron API and Polaris Validate Patron API) access are currently the methods of authentication.

   SIP2 access is currently the most popular method of authentication required by our hoopla partners and we currently work with several Polaris ILS libraries that use this process. We are currently providing this authentication for the Lincoln Library.

   Hoopla checks against your library's Polaris ILS system when a patron borrows and registers for hoopla. We only check to ensure they are a valid patron, and if they are allowed to borrow content based on a set of library-designated patron policies (fines, patron type, and juvenile/adult patrons).

10. **Compliance with the Web Content Accessibility Guidelines 2.0 (WCAG) is preferred. Summarize how the Vendor addresses web accessibility support and identify the level of conformance with the WCAG guidelines.**

    At hoopla, we are committed to making our service accessible for everyone, including those with disabilities, such as those with visual, hearing, motor, or cognitive impairments. While it can be a challenge to overcome some of the design and development obstacles that our unique digital service faces within the industry, we continue to embrace this as an opportunity to meet the needs of this segment of the communities our Libraries serve.

    We have adopted as a best practice to continue efforts toward meeting the WCAG 2.0 AA level of accessibility compliance standards. These standards exceed the current accessibility requirements of Section 508 of the Federal Rehab Act. We are excited to be joined in our efforts by the Carroll Center for the Blind, a leader in this accessibility space. Our ongoing iterative software enhancements address the needs of library patrons' access to and enjoyment of the hoopla experience, including our downloadable content.

    In addition to WCAG, we endeavor not only to comply with the Closed Captioning requirements defined within the FCC Twenty-First Century Communications and Video Accessibility Act (CVAA), but also to ensure all video content has Closed Captions or

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Subtitles. The support of Closed Captioning is another integrated company best practice commitment for us because it enables libraries to better serve patrons with disabilities.

Addressing the access needs of patrons with disabilities and ensuring their access to available digital content is important to us. As a Company, we are committed to continuously improving the digital library and media services for all our patrons.

11. List any marketing tools provided to the library.

hoopla was created with a singular vision...to deliver the most extensive collection of new, popular, classic, and educational titles to patrons of public libraries anywhere, anytime. To accomplish this, **hoopla** operates on the most technically advanced, reliable digital service in the market. Identifying and adopting the best ideas to deliver remarkable customer experiences is a part of our ongoing philosophy and commitment to libraries and their patrons.

Beyond the strength of the product itself, Midwest Tape offers exceptional customer support programs to ensure efficient service implementation, ongoing librarian, and institutional success, and increased public awareness. These additional support programs and practices offer institutions choosing hoopla not only the most robust content offering available, but confidence that the product itself is strongly supported in the most critical service areas. hoopla is more than a great product; it also includes a proficient and thorough on boarding process; technical support and timely service updates along with a targeted PR campaign and promotional materials

In addition to building public awareness outside of the library branches, hoopla also provides proven free marketing (including co-branding with Library logo integration) and educational materials for use in promoting the offering within the library's walls. Point-of-display materials are employed to help build awareness, circulation, and advocacy among existing members of the library, one of your most important allies in promoting usage to friends, family members, and the community.

The **hoopla** digital service, broad and instantly available media content, cost structure, and ongoing support combine to provide libraries with the most effective and sustainable digital media program for their communities.

Training is provided to the library free of charge. The library staff are guided step-by-step through the process and given all necessary printed and electronic materials to use in-house and to share with patrons at any time.

We are proud to support the Lincoln Library and its staff members as they have provided the hoopla platform to its patrons for the past three years. Continual support is provided to the library staff and patrons at no additional cost to the library. Enhancements to our platforms are discussed with the library and the staff will be trained at no cost and can be completed via webinar or on-site.

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12. State whether Vendor allows for library branding and where the library branch would be placed.

As your patrons' access hoopla, the opening screen greets your user with the following message both on the mobile app and website and is identified as your library's offering throughout the hoopla patron experience:

hoopla is brought to you by

Lincoln Library
Springfield's Public Library

In terms of marketing materials, so that your library can showcase offering hoopla to your patrons, co-branding of marketing materials is available free of charge. We can provide a variety of library branded marketing materials to your team by simply working with your library-assigned hoopla Coordinators – Elise Kody (ekody@midwesttape.com) – On Boarding Specialist and Mary White (mwhite@midwesttapes.com) - Retention and Engagement Specialist or by calling 800-875-2785.

13. Provide a thorough list of types of statistic available, frequency, and how they are delivered or accessed.

Lincoln Library has access to a library portal/dashboard. This dashboard has a drive-like feel to it because the staff of Lincoln Library will be in complete control over the use of hoopla and control of budget expenditures including the setting of monthly budget caps.

Midwest Tape provides three full-time analysts who monitor the hoopla platform and how it is trending for our library's usage. Providing to each of our hoopla partner libraries is a single point of contact also assists in monitoring the library's budget on hoopla. In addition to this team, your library is provided access to an administrative portal. The library administrative site (library.hoopladigital.com) is maintained in real time by Midwest Tape. Any updates to this website are completed during off hours so as not to impact our customers.

This library administrative portal (library.hoopladigital.com) is provided free of charge to the library and features both administrative and reporting components.

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Administrative tools feature components content controls, collection development, special settings, librarian access to the admin site and policy implementation. Most reports on the administrative portal are exportable in excel file format.

Reporting tools feature a multitude of options such as daily registrations, daily active patrons, retention rates, circulation and spending, average costs per circulation, budget expenditure, number of unique titles, list of top titles borrowed and much more.

Quarterly, bi-annual, or yearly reports can be created by our team of data analysts at any time and is provided free. This data is discussed with your library through your assigned Account Manager – Amanda Ulrich on a schedule that best meets the needs of your Administrative Staff to ensure budget maintenance and satisfaction of our platform.

This data is reviewed with the library annually but can be created and discussed at any time. Your library-assigned hoopla Coordinators, Elise Kody, and Mary White are also part of your monitoring team to ensure your library maintains its budget and helps with anything the library may need with our digital platform.

We respectfully request the evaluation team's time to review the supplemental document we've included that helps summarize forecasting over the next 3 years based upon current statistical data profiled for your library. This data and information help to outline the requirements noted on the Proposal Form, page 15 in terms of Vendor Pricing. Please see Attachment A.

Your library has come to expect the best in customer care from Midwest Tape. Responsiveness is the key to a valued business-library partnership. This level of care is present with our hoopla digital platform. All customer support is provided free of charge. Support is provided for **both patrons and library staff**. All Coordinators within hoopla digital are available during normal business hours (Monday – Friday, 8:30 a.m. – 5:00 p.m. EST). However, they can be reached by email – info@hoopladigital.com - until 10:00 p.m. EST.

14. Number of years the company has been in business.

Midwest Tape has been listening to and serving the needs of librarians for 33 years, providing today's most popular audiovisual materials. Our industry expertise and relationships with movie studios, music labels and publishers, has led to the development of a leading library digital media service featuring state-of-the-art streaming capabilities and a user-friendly design.

15. Number of years the product has been offered.

Hoopla has been offered to libraries for the past 10 years (launched in 2013).

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16. Identify total number of public libraries as customers.

In the last year, we have seen our registered hoopla users increase by 100 percent and feedback to the service from library customers and patrons is overwhelmingly positive. Hoopla now has more than 7 million registered library patrons. hoopla digital's category creating service, which launched with only ten library systems in 2013, now has partnerships with more than 3,559 library systems across North America (9,790 locations) with 59 libraries in current staff roll-out with 82 more locations in the initial on-boarding phase, with 208 of those partners libraries located in Illinois.

Of the many library systems offering our hoopla service, the following serve large populations - such as Maricopa County District Library, Los Angeles Public Library, County of Los Angeles Public Library, Chicago Public Library, Toronto Public Library, Houston Public Library, Miami-Dade Public Library, Broward County Library, Bexar Bibliotech, Orange County (CA), Phoenix Public Library, Carnegie Library of Pittsburgh, Charlotte Mecklenburg Library, Public Library of Cincinnati & Hamilton Counties, Sacramento Public Library, Jacksonville Public Library, Dallas Public Library, Austin Public Library, King County Library System, Orange County (FL), Tampa-Hillsborough County, Montgomery County (MD), Fulton County (GA), San Francisco Public Library, Volusia County Public Library, Edmonton Public Library, Winnipeg Public Library and El Paso Public Library to name a few.

17. Provide an active customer list of at least ten (10) U.S. public libraries serving populations of over 75,000 people that have used the Vendor's service for at least six months.

The following libraries (IL –focused) serve populations of over 75,000 and have been active with hoopla for more than six months.

Account Name	Billing State/Provin	Servicing Population	Date Live With Patrons Instant
CHICAGO PUBLIC LIBRARY	IL	2695598	4/9/2014
AURORA PUBLIC LIBRARY	IL	197899	2/16/2015
ROCKFORD PUBLIC LIBRARY	IL	152871	9/19/2013
JOLIET PUBLIC LIBRARY	IL	147433	3/26/2018
GAIL BORDEN PUBLIC LIBRARY	IL	144597	10/1/2014
NAPERVILLE PUBLIC LIBRARY	IL	141853	5/2/2016
SCHAUMBURG TWP DIST LIBRARY	IL	126849	11/1/2018
LINCOLN LIBRARY	IL	116250	12/1/2015
PEORIA PUBLIC LIBRARY	IL	115007	12/2/2019
WAUKEGAN PUBLIC LIBRARY	IL	89078	12/9/2019
PALATINE PUBLIC LIBRARY DIST	IL	88983	8/1/2014
CICERO PUBLIC LIBRARY	IL	83891	4/10/2017
CHAMPAIGN PUBLIC LIBRARY	IL	81055	12/1/2013
WHITE OAK LIBRARY DISTRICT	IL	77893	11/1/2021
BLOOMINGTON PUBLIC LIBRARY	IL	76610	7/6/2017
DECATUR PUBLIC LIBRARY	IL	76122	9/6/2016
PLAINFIELD AREA PUBLIC LIBRARY	IL	75337	4/2/2018
ARLINGTON HTS MEMORIAL LIBRARY	IL	75101	1/2/2014

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18. Include a current Illinois state "Certificate of Good Standing", if held.

Both our Ohio and Illinois Certificates of Good Standing have been included in our response package.

19. Specify if extension of the agreement is available on the same term for an additional year.

Midwest Tape agrees to provide the same terms for usage of hoopla digital for an additional year.

20. List any extra features that make the Vendor's database unique.

hoopla is strongly committed to delivering the most up-to-date delivery platform possible. For this reason, we continuously develop and deploy universal system upgrades to keep pace with the latest operating systems and application plug-ins. This dedication to continuous evolution ensures we are providing your patrons with the most enjoyable experience.

With hoopla, our member libraries can choose between offering an all-Instant Collection or an all-hoopla Flex (One-user/one copy licensed) collection or a combination of the two collections. Hoopla is designed with flexibility, transparency of data and empowerment of the library to provide the best digital collection for their communities while keeping budgets in control.

There are five different purchase models available to your library through hoopla:

- All **Flex** licenses are one copy/one use; there is no simultaneous use. Content can only be borrowed by one patron at a time. If your library wishes to allow more than one patron to simultaneously borrow a Flex title, a separate license must be purchased for each.
- A time metered **Flex** license provides an unlimited number of circulations within a defined number of months. Once the defined number of months' threshold is met, the license expires.
- A circulation-based **Flex** license provides an unlimited period in which a defined number of circulations are available. Once the defined number of circulations threshold is met, the license expires.
- A purchased **Flex** license that incorporates the features of both the time metered and circulation-based licenses expires as soon as the conditions of one of the two are met, whichever comes first.
- An **Instant** borrow license is a simultaneous use license. Content is instantly available for simultaneous use with no holds nor waiting time. Content can be borrowed by an unlimited number of patrons at the same time. This type of license is charged to your library as patrons

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borrow content and is therefore a transactional license. The only limits are those placed by the library through budget constraints and/or policy limits.

Digital products on our eCommerce site are available in a variety of formats, media types, purchase models, and license types. Flex Digital products are acquired by a purchased license and made available to your patrons through hoopla. Digital Licenses are sold according to two distinct categorizations: One Copy/One Use vs. Simultaneous Use (Flex vs Instant) and by Metered vs Perpetual eBook and eAudiobooks. The digital purchase model is the intersection of these categories and defines the parameters of use and expiration for a license.

Bonus Borrows are offered quarterly. Bonus Borrows do not cost your library any money and do not cost your patrons any of their monthly checkouts. Bonus Borrow collections include over 1,000 items from all formats.

The new hoopla **BingePass,** bringing Libraries Magazines, *MasterClass*, *Curiosity Stream*, and *Hellosaurus* with no subscription fees. This is an easy way for libraries to offer their patrons 7-day access with unlimited streaming of digital content from some of the best entertainment and education brands available.

- Patrons will be able to borrow a BingePass using their monthly hoopla Instant Borrows
- The patron can revisit the site through their *my hoopla* borrowed content, for the next seven days and read, listen, and watch as many titles as they want.
- Libraries only pay for one hoopla Instant Borrow of the Binge Pass.

- No budget surprises. Your Library won't have to maintain a separate budget for each BingePass. Access will be limited to the patrons' hoopla Instant borrows and pricing will be consistent with the great value you have on hoopla Instant titles already. Your Library only pays for the passes your patrons borrow. It is never based on the size of your population. Plus, there are never any platform fees with hoopla.

- More Variety and More Content. We plan to have between 50 and 100 content partners across all types of new and exciting product categories.

- Transparency. All Reporting for BingePass will be in the hoopla Dashboard your Library already uses and allow your Library to see how much content was streamed per each BingePass so you can calculate the true cost per circulation.

We offer content within **BingePass** which will allow libraries to offer patrons binge-worthy content for only **one** instant circulation with a max price point of $2.99. Available content is from a variety of offerings such as series video, magazines, newspapers, children's audio, documentary video and more.

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Your patrons have access to over ninety magazines in the hoopla Magazine Binge Pass for seven days for just one borrow. We offer backlist editions as well. The collection continues to grow and includes popular magazines such as *Time, Pioneer Woman, Rolling Stone, Inc., Cosmopolitan, Men's Health, Car & Driver, Good Housekeeping* and more. Even better, the magazines come with an audio feature that will read articles to the patron!

- **Curiosity Stream** went live earlier this year as a Binge Pass option. It costs just $1.99 for each borrow and they can use all the Curiosity Stream content for 7 days – without limits. Curiosity Stream offers exclusive educational documentary video entertainment featuring a wide range of topics. Users can browse through collections focused on science, history, technology, nature, lifestyle and more. Users can choose single episodes or binge an entire series; they can also save content to a watch list to revisit during the lending period. Former Discovery Channel executives started the award-winning service.

- **MasterClass -** Your patrons can now access select classes from MasterClass, the streaming platform where anyone can learn from the world's best across a wide range of subjects, on hoopla. Courses like *Black History, Black Freedom, and Black Love; Neil Gaiman Teaches the Art of Storytelling*; and *Gabriela Camara Teach Mexican Cooking* are available now, with more coming over the next few months. As the only library app with MasterClass content, we are excited to help you share this news with your patrons and help them learn from the world's best.

- **Smithsonian** – this well-known science and nature magazine, published by the renowned Smithsonian Museum offers a unique take on history, nature, culture, art and much more. These magazines provide not only well written articles but beautiful imagery and photography.

- **Great Courses Television** are an interactive video series designed for the lifelong learner. Taught by professors from some of the most respected institutions in the world, these courses cover a wide range of topics, including *The Science of Information, Infectious Diseases* and *The Art of Debate*. Currently, hoopla features more than 200 titles. Great Courses is under the TV format as these are episodic. These are wonderful for many people are seeking out self-improvement, self-help and other educational content, and The Great Courses are the perfect place to start.

- **Hellosaurus** – Users can now access hellosaurus with one instant borrow. For 7 days they can stream educational children's content focused on interactive learning. Once a user borrows the BingePass they'll be directed to download the hellosaurus app, which will give them access to all available content.

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Other special collections:

Acorn TV collection on hoopla features more than 1,600 episodes including original series like *The South Westerlies, Dead Still, Family Business, Mystery Road and The Nest.*

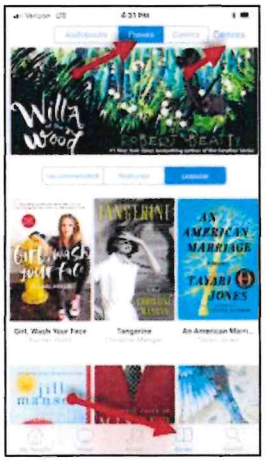
Disney Video is a great selection of Disney movies are instantly available to your library patrons through hoopla.

Movies of the Month – Each month we feature 'Movies of the Month' to help promote the hoopla platform to your library's patrons and featured in our platforms rotating featured collections. We provide your library with free marketing assets from our resources.hoopladigital.com site to help support this collection.

Pottermore collection – Patrons can choose from 200+ hoopla Instant eBooks and Audiobooks now available from Pottermore Publishing at a cost that is affordable to the library to serve multiple cardholders at the same time and the surge in demand for this content when the author releases additional stories in this popular series.

The **Read-Along** feature captivates young readers. After a title is selected the young patron *Borrows* the title. Remember, patron authentication is provided through hoopla via SIP2 connection via your library's Polaris ILS. Young readers can be restricted to content on hoopla via this connection, so parents are reassured the content we offer is kid/family friendly.

Here are a few screenshots from an iOS device of just how easy it is. The parent first browses the Ebooks offered on hoopla by selecting the Books icon located on the lower area of the screen, then selects Ebooks from the upper formats. Select Genres next to view several collections of genres, then sorting by a few other filters such as popular, new, A-Z and rating:

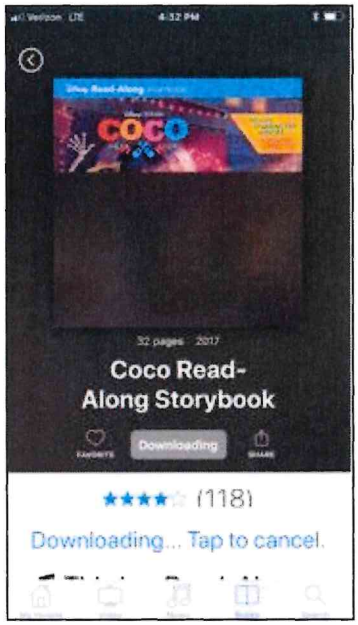


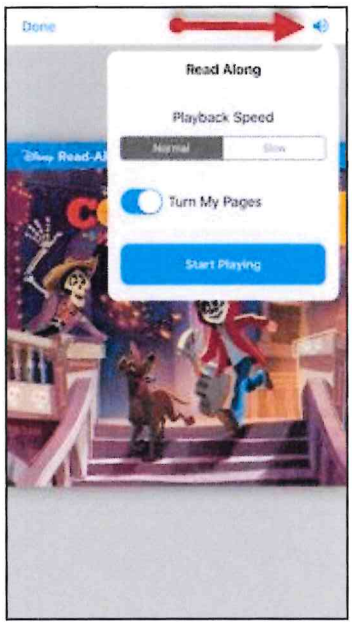




Once the title is selected, the title is Borrowed and downloaded. Please note the download of this title took approximately 24 seconds on my iPhone 7 while I was in a wi-fi connected office:



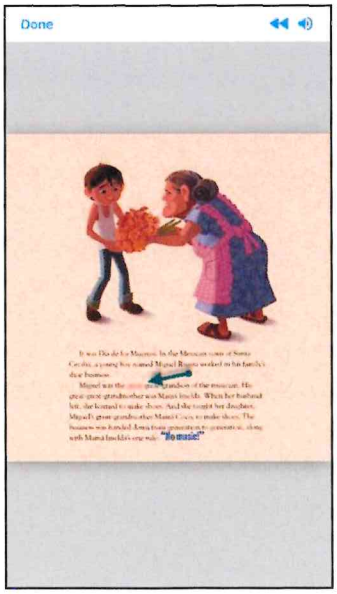




I selected normal Playback Speed and to auto-turn the pages. This title is now available for 21 days and can be viewed as many times during that borrow period as desired. The library is only charged for the single borrow of the title, not by the number of times it is played.

As the young reader follows along with the title, the graphics are just as if they are holding the picture book. The colors are vivid and bright, capturing their attention. The vocals are clear and engaging while the words on the page are highlighted in RED as the word is spoken.

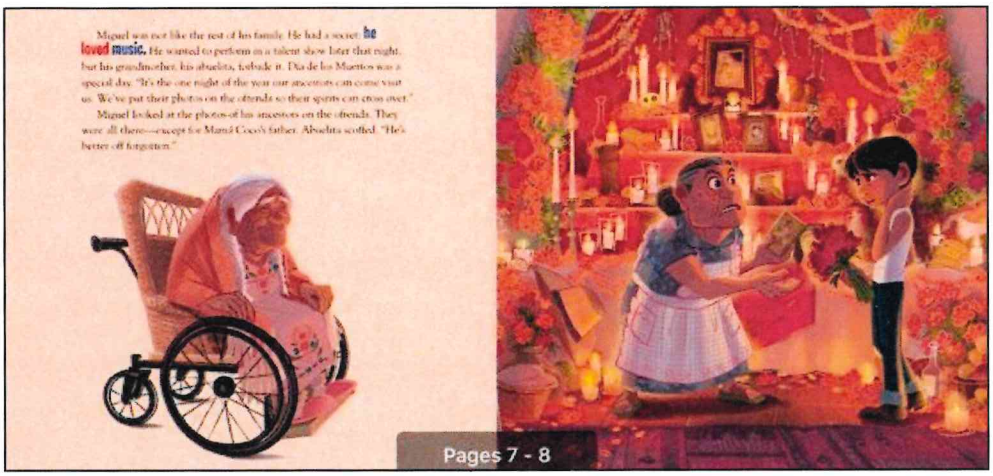






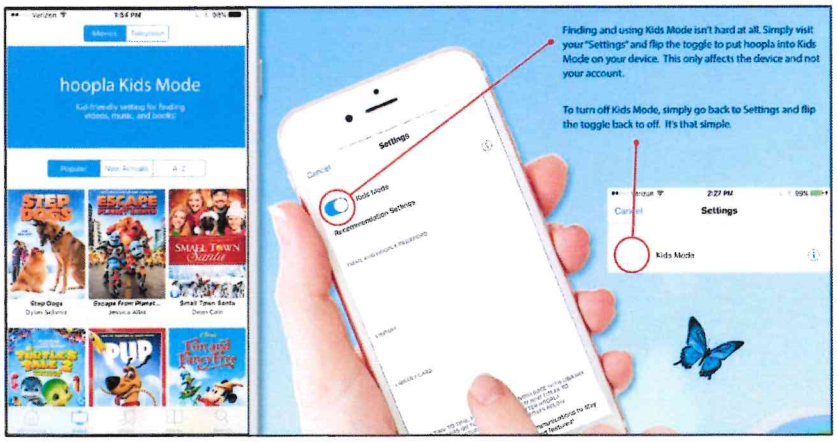
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As the device is oriented by the young patron, the book appears in landscape view and will provide two pages. Again, as if they are reading a book:



One of the core benefits libraries offer their patrons is helping them find the best content around a topic they're interested in or discovering and exploring new areas of interest. hoopla's goal is to do the same thing from the digital perspective. Not only does hoopla allow you to build custom collections for your patrons, it also empowers patrons to help themselves by leveraging categories, tags, and star ratings to find the best content in their area of interest and discover new areas of interest as well. In addition, hoopla's "Kids Mode" provides parents and kids an easy way to search and discover titles for the younger crowd. These are Kid-friendly settings for finding videos, music, and books.

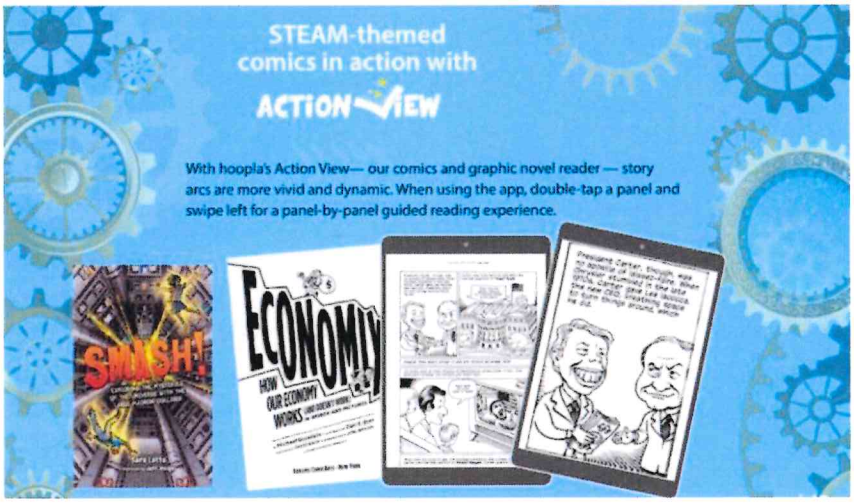
Kids Mode is a multi-format, digital media experience designed especially for kids (up to age 12). All the content – movies, TV shows, music, audiobooks, eBooks, and comics – has been curated and brought together in this one family-friendly place. Simply visit your 'Settings" and your patron flips the toggle to put hoopla into Kids Mode on your device. This only affects the device and not the overall patron account.



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Comic lovers have raved about hoopla's 'Action View' feature, and it is what sets hoopla apart from other competing digital comics platforms. With this 'Action View' the user is immersed into the comic or graphic novel as if the comic comes to life. Here is information we've recently posted via our social connections about Action View (@hoopladigital):





Comics and graphic novels have a lot to offer, especially your summer reading programs, as they present a vivid, entertaining way to engage reluctant readers. Comics and graphic novels bring a whole new group of readers into the library and create a gateway to literature with a multi-modal form of communication (with words and art).

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STEAM is an educational approach using Science, Technology, Engineering, Art, and Math as entry points for discovery, inquiry, and critical thinking. STEAM encourages engaging in experiential learning, persisting in problem solving, and embracing creativity and collaboration.

Hoopla works in conjunction with STEAM education by providing a wide range of eBooks, audiobooks, comics, music, movies, and more to experience and discover individually or in groups (as a title can be accessed instantly and simultaneously). Across genres and age groups, STEAM-themed titles on hoopla re as entertaining as they are educational.

Some of our STEAM Publishers include:

- **National Highlights**
- **Abdo Publishing**
- **Bellweather Publishing**
- **Jump! Publishing**
- **S.T.E.A.M Collection**

21. Provide login information for a two (2) week trial of the streaming media service for library staff evaluation.

During the evaluation process, your team can access hoopla via our Press Pass option. Please use the following username and password combination either via the website (www.hoopladigital.com) or via your own personal devices (via the free hoopla app available in the Apple App store, Google Play or Amazon Apps):

Username: lincolnlibrary1@hoopladigital.com
Password: PR@47087

Username: lincolnlibrary2@hoopladigital.com
Password: ZT@64657

Username3: lincolnlibrary3@hoopladigital.com
Password: SP@61968

Username: lincolnlibrary4@hoopladigital.com
Password: OM@67950

Username5: lincolnlibrary5@hoopladigital.com
Password: SU@41524

Should you require additional usernames and passwords, we'd be happy to accommodate as each login is unique. Please feel free to contact our Bid Specialist, Janet Timm at 800-875-2785 or by email BIDRFPinfo@midwesttapes.com for a quick response and additional login credentials.

We have been honored to provide support to the Lincoln Library in providing our hoopla digital platform beginning in 2015. At the time of award of the previous RFP for Digital Services, Midwest Tape and the Lincoln Library merged the City required Contract language with our hoopla Service Agreement. A COPY

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of that agreement has been provided within our response package as Exhibit A. However, our Hoopla Service Agreement has been updated to include information pertaining to our Flex Licensed eBooks and Audiobook content. A draft copy of this updated version has been included as Exhibit B for review. Please note that we can provide the same type of agreement for a new contract in the manner that works for both the City and our digital content providers with the exception that the library will not be required for any initial deposit as was required in the initial 2015 agreement.

Over the past several years, Lincoln Library has come to expect only the best in customer service while working with Midwest Tape. As with our physical media and value-added services, our hoopla Customer Service continues to carry on our industry-leading level of customer support and is available to assist with any technical difficulties and/or other questions/issues that may arise.

We welcome any feedback and questions the Lincoln Library staff can bring to our attention during your RFP evaluation by contacting Jason Brown, your library-assigned Account Executive at 800-875-2785 or by email jbrown@midwesttapes.com. We would also value any opportunity to provide you hands-on access to our innovative digital platform and its various Administrative Reporting tools offered to assist in managing the platform offered to your patrons.

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Lincoln Library - Streaming Media Database
Attachment A – Vendor Pricing Clarification

Midwest Tape respectfully requests this Attachment A be considered as part of our overall response to the City of Springfield's RFP for Streaming Media Database to help clarify the pricing ranges noted on the pricing form.

Lincoln Library has the full authority to maintain the current monthly budget amount of $3,750. However, our team would like to illustrate how increasing the monthly allocation for hoopla could increase exposure to the service and serve more patrons.

With **hoopla**'s Instant transactional media-on-demand model, the library only pays when a patron borrows a title. There are no setup fees, subscription fees, annual fees, training fees, hardware/software fees, on-going maintenance fees, or long-term contracts.

In this model your library is only charged for what is consumed. Only when the patron selects a title to borrow does the library realize a per circulation charge from the service. Currently circulations charges range from $0.19 to $3.99. The current overall average circulation cost, nationally, is $2.02 (your library's current average price is $1.74).

In November 2020, hoopla expanded our digital offering to include new releases on eAudio and eBook (one copy/one user known as flex.) With our service, there are not any maintenance or platform fees. Lincoln Library has the option to purchase this content and feature the collection curated by the library right alongside the instant collection. If Lincoln hits their monthly budget for a day, patrons will still have access to hoopla as a result of the flex selections.

Our Flex, purchased licensed One Copy One User eBooks and Audiobooks, can be purchased at the discretion of the library. Hoopla is designed with flexibility, transparency of data and empowerment of the library to provide the best digital collection for their communities while keeping budgets in control.

Additionally, the **hoopla** online service provides easy-to-use administrative tools, enabling the librarian to access and modify circulation protocols and limits as often as is required.

We have indicated in the vendor pricing section that the library will not incur any subscription costs or additional services charges for any of the contracted years for the use of our hoopla digital platform. The library is only charged a fee when a patron borrows a title or purchases a licensed title. Please note that our digital content is not a discounted product line.

The following information is to clarify information we've noted on the 'TOTAL' line of the Vendor Pricing Section. This data is forecasted pricing range information for our Instant Transactional digital content only. It is understood the library, at the present time on hoopla, places a monthly budget cap on their spending. We are simply providing data that could assist the library if they choose to increase their budget in the coming years which ultimately will allow more patrons access to the hoopla digital content.

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Lincoln Library - Streaming Media Database
Attachment A – Vendor Pricing Clarification

The library currently has a monthly budget of $3,750 and has fully exhausted the amount nearly every month serving, on average, about 716 patrons monthly. With the budget cap in place and that budget being fully utilized by patrons, there are some patrons that are being turned away from the service each month when that cap is met leading to a diminished patron experience. *We anticipate this trend of fully exhausting the monthly budget will continue.* Therefore, we can determine how many patrons will be able to borrow a month and are suggesting the noted pricing ranges to best serve your community. Given the library is planning for an extended period, we also show an approximate 10% increase every year.

Using a fixed monthly budget, average cost per circ, and average monthly circ per patron we can project the following expected monthly patron usage within those budget ranges:

- In 2023, with a monthly budget range of $4,166 - $4,583, the library could expect to serve 817 patrons on average monthly (14% more patron served than current patrons served) with an estimated annual spend range of $50,000 - $55,000.
- In 2024, with a monthly budget range of $4,583 - $5,083, the library could expect to serve 899 patrons on average monthly (26% increase in patron served than current patrons served) with an estimated annual spend range of $55,000 - $61,000.
- In 2025, with a monthly budget range of $5,083 - $5,583, the library could expect to serve 986 patrons on average monthly (38% increase in patron served than current patrons served) with an estimated annual spend range of $61,000 - $67,000.

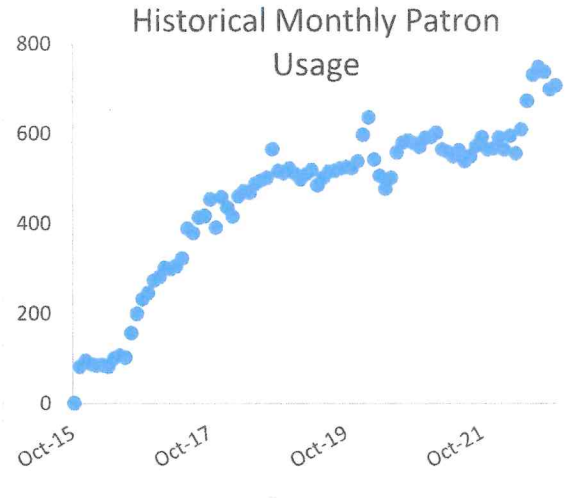
The following supplemental information is provided to assist the library in graphically seeing the current spending and trends and how, if a slight increase in spending, can assist with increase in patron usage:

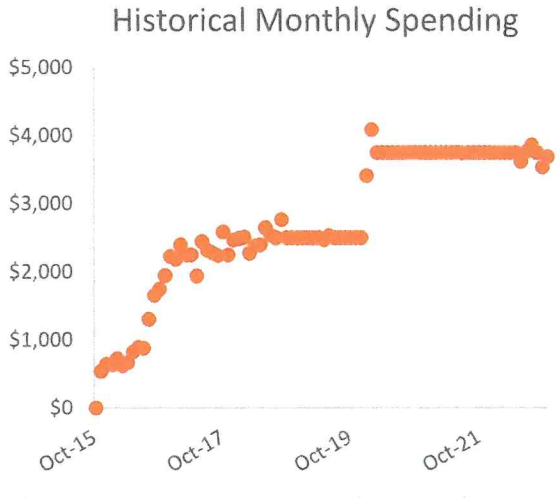
Overview: Lincoln Library launched hoopla in December 2015 and continues to be a strong partner. The library continues to experience growth in patron usage and cost. This report details historical data and examines the number of patrons able to borrow every month with various monthly budgets.

Historical Data: The unique hoopla model allows the library to pay for what patrons borrow. The increased spending over time is directly related to the number of patrons borrowing.

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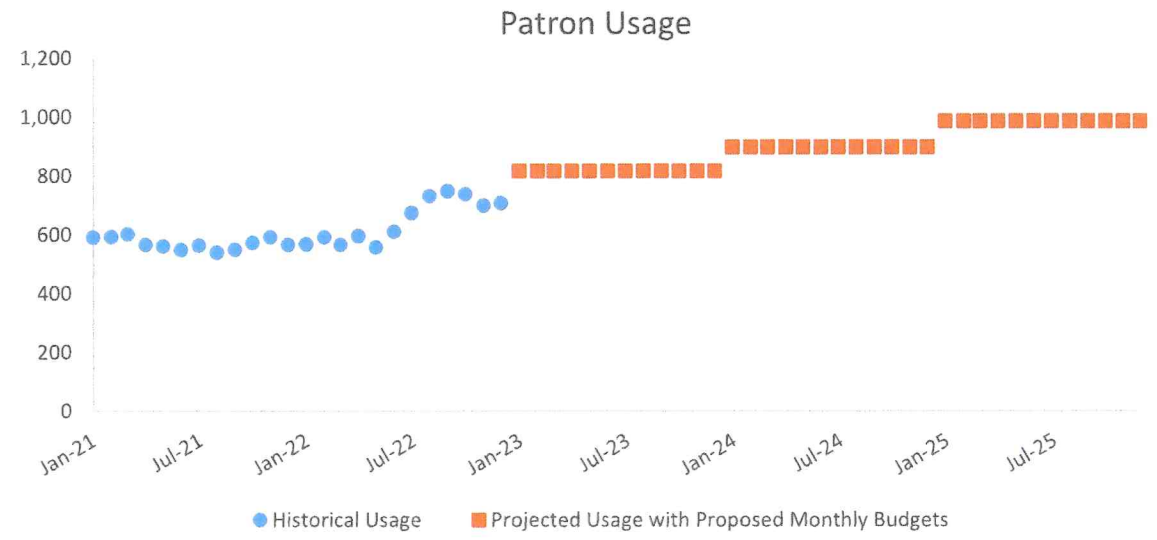
Lincoln Library - Streaming Media Database
Attachment A – Vendor Pricing Clarification





Projecting Future Usage:

- Forecast based on historical data
- Assume no changes to library marketing efforts related to hoopla
- Average Cost Per Circ: $1.74
- Average Monthly Circ Per Patron: 3.0



This is just a small sampling of the type of reporting/forecasting that can be provided. Our Analysts provide a multitude of data that is based on your library's trends to help with any future budgeting requirements.

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Lincoln Library - Streaming Media Database
Attachment A – Vendor Pricing Clarification

The hoopla platform is designed to provide the best in today's educational and entertainment digital needs for your patrons, but also to help your library manage its spending to provide this innovative digital platform.

We stand ready to assist in answering any questions you may have regarding this supplemental information or to provide a demonstration of our hoopla digital platform. The following team members stand ready to assist:

Jason Brown, Account Executive
800-875-2785 Office
jbrown@midwesttape.com

Janet Timm, Bid/RFP Specialist
800-875-2785 Office
jtimm@midwesttape.com

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EXHIBIT A - 2015 COPY OF HOOPLA AGREEMENT WITH CITY OF LINCOLN LIBRARY - REVIEW ONLY.

MIDWEST TAPE
LIBRARIANS 1 MEDIA SOURCE

Hoopla Service Agreement

This hoopla Service Agreement is made as of this 15 day of October, 2015 ("Effective Date") by and between the City of Springfield, Il a municipal corporation (the Library), and Midwest Tape, LLC ("Midwest Tape") (the Library and Midwest Tape are, collectively, the "Parties"). In consideration of the promises and mutual covenants contained in this Service Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows;

Midwest Tape, LLC and its affiliates provides digital content, software applications, technology services and hosted websites. By enrolling in our Service Agreement, libraries will obtain access to our Digital Media Platform, hoopla ("the Service"). "The Service" is an *all-in* Digital Media Application whereby libraries will have multiple formats available with one login which will include movies, television, music, Audiobooks, comics, and eBooks. The Digital Media Application allows patrons to access content digitally from their mobile devices such as smartphones and tablets and/or via any browser. Other types of content may be added at any time. The Library patrons will have access to all content 24/7 and will be able to borrow content based on settings established by The Library system of which they are a member.

I. **DEFINITIONS.** The following definitions apply wherever those terms appear in this Agreement:

"Digital Content Titles" means audio and visual works that Midwest Tape provides within the Digital Media Platform to the Library under this Service Agreement.

"Digital Media Application (App)" (hoopla) means a computer program maintained and owned by Midwest Tape used to provide Patrons access to browse, borrow, and/or return Digital Content Titles from, and/or access, the Digital Media Platform through mobile devices and/or web services.

"Digital Media Platform" (hoopla, "the Service") means a computer program maintained and owned by Midwest Tape, which in this Agreement includes the Digital Media Application, the hoopla Library Website, the hoopla Patron Website, and the Digital Content Titles, all of which are known as the "the Service" which is used to provide (i) the Digital Content Titles to the Library and their Patrons, respectively, and (ii) various applications which allow the Library to assemble and manage its collection of Digital Content Titles, and to facilitate, manage, and track its Patrons' use in the Digital Media Application as defined above.

"Distribution Partners" means any third party that provides services for Midwest Tape or enter into agreements with Midwest Tape, in connection with "The Service".

"hoopla Library Website" means a Midwest Tape hosted website, within "the Service", to be used by the Library to manage content available to Patrons in the Digital Media Platform, and administer the Library policies with regards to the "the Service".

"hoopla Patron Website" means a Midwest Tape hosted website, within "the Service", to be used by Patrons to browse and/or borrow Digital Content Titles from "the Service".

"Intellectual Property Rights" means all rights in and to patents, trademarks, service marks, trade names, copyrights, trade secrets, technology, software, designs, algorithms, know-how, as well as moral rights and all other intellectual and proprietary rights of any type under the laws of any governmental authority.

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"Invoice Period" may be a weekly period, beginning on Saturday and ending on Friday, or monthly period, both recorded in UTC time, where circulations of titles (purchases by the Library) have occurred.

"The Library Website" means a website owned and maintained by the Library.

"Marks" means any trademarks, service marks, trade names, logos, designs, icons, characters, cover art, styles, and trade dress associated with any Digital Content Titles, including without limitation all translations or transliterations of the foregoing in any language, or any colorable imitations or modified versions thereof.

"Metadata" means, with respect to each Digital Content Title (i) the title; (ii) producers and/or studios; (iii) the suggested retail price for a Digital Content Title as determined by the relevant Vendor; (iv) if commercially used, the digital object identifiers for each Digital Content Title; (v) geographical rights restrictions, if any; (vi) short descriptions; (vii) cover art and image, graphics, and other images from the Digital Content Titles; (viii) discount class of each Digital Content Title, and (ix) any such other information provided by Vendors or Midwest Tape.

"Patron" means a person who is authorized by the Library to access, use, and connect to "the Service" to borrow Digital Content Titles.

"Promotional Postings" means, with respect to each Digital Content Title, the cover or associated imagery or artwork, the copyright notice, and the description of the Digital Content Title.

"Territory" means the world (subject to any limitations set forth in the Metadata with respect to particular Digital Content Titles).

"Vendor" means a supplier to Midwest Tape of (i) Digital Content Title(s) or (ii) any technology or service necessary for Midwest Tape to provide the Digital Content Title(s) to the Library via "the Service".

Your enrollment in this Service Agreement, allows Midwest Tape to grant the Library the following non-exclusive and non-transferrable rights and by enrolling you acknowledge that you have the full right, power and authority to act on behalf of the Library rights and obligations as outlined in this agreement.

II. THE LIBRARY RIGHTS & OBLIGATIONS

Rights. The right to market, display, and use "the Service" as follows;

The Library has the right to allow Patrons to access view and borrow Digital Content Titles through "the Service";

The Library has the right to use the Metadata, Marks, and Promotional Postings to promote "the Service" including but not limited to postings on social media websites such as Facebook and Twitter;

The Library has the right to use "the Service" Digital Content Titles, Metadata, Marks and Promotional Postings to develop the Library-customized collections and communications for its Patrons.

If any modification made by Midwest Tape pursuant to its Rights and Obligations materially impairs the value of this Agreement to the Library, the Library may terminate this Agreement.

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Limitations.
The Library has no rights or ownership to "the Service", its Digital Content Titles, Digital Media Platform, Websites, and Applications, Marks, Metadata, or Promotional Postings, artwork or other materials delivered by Midwest Tape to the Library other than those rights expressly provided in this Agreement.

The Library has no right to access, use or reproduce any of "the Service" source code, or to make, sell, or distribute variations or derivative works of the Digital Media Platform.

The Library has no public performance rights in the Digital Content Titles. The Library may not offer any Digital Content Titles as a performance in order to entice Patrons, or the general public, to come to an event, sponsored by the Library or otherwise, in order to view any Digital Content Title, except as provided by Midwest Tape and designated as Demo Content.

The Library agrees to the support of intellectual property protection, (including but not limited to copyright and trade marks), which include (i) prohibiting Patrons from engaging in activities that infringe on these rights and (ii) the Library not facilitating activities.

General Obligation. The Library must ensure that it utilizes "the Service" in compliance with the terms of this Agreement and all Appendices.

Support Obligation. In order for both parties to successfully support the obligations of this Agreement, the Library shall:
(i) communicate to staff, patrons, and /or general public served, the availability of the Service
(ii) provide suitable training opportunities to appropriate staff members
(iii) manage all funds appropriated to "the Service"
(iv) direct the management of the overall service offered (setup configuration) and
(v) provide Primary Support to Patrons.
(Midwest Tape will provide direct support to the Library which will enable the Library to independently and properly operate all of the systems and functions that are available to the Library and/or Patrons through "the Service" as well as assist with support documentation.)

Network Connectivity. The Library is responsible for providing a suitable network and Internet system for integration of "the Service" into the Library Website or other systems.

Expenses and Maintenance.
The Library is responsible for all of its own expenses and costs related to its performance under this Service Agreement. Midwest Tape has no obligation to reimburse the Library for any expenses or costs incurred by the Library related to this Agreement or to the performance of the Library's obligations under this Agreement, including but not limited to any such expenses and costs incurred in the preparation, systems integration, or use of the Digital Media Platform, Websites, and Applications.

The Library will perform requested linkage between "the Service" and the Library's Website and reasonable technical services to support and maintain "the Service" during the term of this Agreement. The Library will notify Midwest Tape 72 hours (3 business days), or as reasonably available, before any change in any RSS links, ILS configuration (which may affect "the Service" including patron authentication), URL updates or changes and/or any other technology modifications that could impact "the Service" from operating properly.

Management of the hoopla Library website.
The Library agrees that it alone has sole responsibility for managing and utilizing the hoopla Library Website as designed, including but not limited to the following features: establishing, verifying and maintaining system configuration logic, and the related financials, circulations, content management, and reporting.

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The Library Website. The Library is solely responsible for all aspects of catalog integration, operation, training, support and/or maintenance necessary for the operation of the Library Website. This may include obtaining a SIP2 or other similar protocol software license(s) from a third party vendor to support direct integration of "the Service" with the Library's System as well as the cost for customized MARC records it may obtain from a third party supplier such as OCLC. The Library shall keep its hoopla Account information current with Midwest Tape and alert Midwest Tape of any changes in its operation of the Library Website, including but not limited to changes of personnel, which may impact the support, functionality and/or performance of "the Service".

Primary Support to Patrons. The Library is responsible for providing its Patrons with any and all support, technical aid, help and/or other assistance for Patron's use of "the Service".

Communication of hoopla. The Library acknowledges and agrees that Midwest Tape may at its own expense, publicize and communicate "the Service" availability to the general public served using various lawful means. Midwest Tape agrees to apply best faith efforts in collaborating and supporting the Library in its communication efforts. The Library acknowledges and agrees with Appendix A of this agreement.

Use of Marks. The Library agrees to comply with any requirements communicated by Midwest Tape with respect to the use of Midwest Tape's and Vendor's Marks. The Library agrees that the Marks may only be used in connection with "the Service" and the promotional and marketing materials relating thereto.

No Warranties or Representations by the Library. The Library represents and agrees neither it, nor any of its employees, agents, and/or others under its direction, has not and will not make any representations or create any warranties, expressed or implied, to anyone concerning "the Service"; the Digital Media Platform, Websites and Applications.

Compliance with Applicable Laws and Regulations. The Library will comply with all applicable laws, ordinances, rules and regulations, at its own expense, that may be required in any jurisdiction or by any administrative agency in connection with the use and/or operations of the Digital Media Platform, Websites, and Applications.

III. Fees, Payments & Reporting

Advance. The Library shall remit to Midwest Tape a one-time, fully-recoupable, advance/down payment as specified in Appendix B, to be applied against future purchases as defined in the "per circulation program" below and in accordance with the Term and Termination section of this agreement. At the Library's sole discretion, advance payments may also be directed to be applied toward hoopla promotional materials, events, or communication efforts.

Per Circulation Program. Midwest Tape will invoice the Library under this Service Agreement on a per-circulation basis. A "circulation" occurs when a Patron selects "borrow" in "the Service" for which the Digital Content Title will be loaned for a specific period of time that is terminated either (i) upon expiration of the established lending period, or (ii) when the Patron returns the Digital Content Title before the end of the lending period, whether or not the Digital Content Title has been accessed and/or viewed by the Patron, "the Service" provides the Library with an unlimited number of circulations per licensed copy of Digital Content which is then available to be borrowed by an unlimited number of individual Patrons simultaneously.

Invoicing and Payment. Midwest Tape will invoice the Library according to the "Invoice Period" for which payment will be applied first from the "Advance". Once (or if) the Library "Advance" is fully applied to the Library's account before the end of the term of this Agreement, invoice payment terms will then become thirty (30) days from the date of the invoice. If at the end of term or termination of this Service

Agreement, the Library has money remaining on account from the Advance, Midwest Tape will refund any unencumbered and unapplied monies upon the Library's written request.

Reporting. Through the hoopla Library Website, the Library will have access to reports on patron, circulation, and purchase activity for the Digital Content Titles loaned by the Library.

Taxes. The Library is required to provide a sales tax exemption certificate, if applicable, to Midwest Tape as part of the on boarding process. If the Library is not exempt, Midwest Tape will add, and collect, sales taxes to any purchases made pursuant to this Agreement.

IV. TERM AND TERMINATION

Term. The term of this Agreement begins on the Effective Date and continues for a period of 24 months thereafter. Upon expiration of the Term, this Agreement will automatically renew for successive renewal periods of 12 months ("Renewal Term") until this Agreement is terminated in accordance with the one of the following:

By Notice. Either Party may terminate this Agreement by providing the other Party with sixty (60) days written notice *any time* with or without cause prior to (i) the end of the Initial Term or (ii) the end of the then-current "Renewal Term".

Due to Breach. Either Party may suspend its performance or, at that Party's sole option, terminate this Agreement by providing the other Party with ten (10) days written notice in the event of (i) the other Party's material breach of this Agreement, which breach continues uncured for a period of thirty (30) days; or (ii) the Library's failure to perform its payment obligations under Section III of this Agreement for a period of thirty (30) days.

Upon termination of this Agreement, the Library must immediately cease distribution and use of "the Service", which includes (i) the Digital Media Platform; (ii) the Digital Content Titles; and (iii) the Marks, and pay Midwest Tape any fees accrued and owing under the Per Circulation Program. Once The Library meets these obligations, any unapplied portion of an advance payment will be refunded within 30 days of conditions being met.

V. MIDWEST TAPE RIGHTS & OBLIGATIONS

Midwest Tape has the full right, power and authority to enter into this Service Agreement.

Digital Media Platform, Websites and Applications (hoopla).
Midwest Tape will host and support "the Service" as provided in this Service Agreement and the Service Level Agreement (SLA).

Midwest Tape will provide an implementation specialist, (hoopla coordinator), to work with the Library to install and launch "the Service", as well as provide ongoing support in accordance with this Agreement Midwest Tape will provide the Library with access to the hoopla Library Website, which offers applicable tools to enable the Library to manage the platform and application which include but are not limited to: lending policies, tools for controlling access to parental advisory (music), ratings (movies and television) and individual titles. Other tools include dashboard and export capabilities, invoice copies, and reporting. The hoopla Library Website will also host some of the newest additions, features and most popular titles on hoopla, as well as the latest news regarding "the Service."

Ownership Rights of Vendor. Subject to the provisions of this Agreement, Vendors retain all Intellectual Property Rights in and to the Digital Content Titles, Metadata, Marks, and Promotional Postings, artwork or other materials delivered by Midwest Tape to the Library hereunder.

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Ownership Rights of Midwest Tape. Midwest Tape owns and retains all Intellectual Property Rights in and to "the Service"; the Digital Media Platform, Websites and Applications and all modifications, updates, or improvements made thereto. The Library acknowledges Midwest Tape's ownership of such Intellectual Property Rights.

Modifications to Digital Media Platform. Midwest Tape has the right to modify, at any time, "the Service"; the Digital Media Platform, Websites, and Applications (i) as needed to optimize their respective operation, performance, or functionality; or (ii) as required by Vendors; or (iii) as recommended by the Library or patrons and approved at Midwest Tape's sole discretion.

Modifications to Digital Content Titles. Midwest Tape has the right to take the following actions with respect to any Digital Content Title at any time and for any reason: (i) set or adjust the applicable Per Circulation Fee; (ii) replace the files associated with each Digital Content Title and (iii) edit or modify editorial content and design the Library will be notified of significant modifications to content and/or "the Service" functionality using the following methods: via the library admin site, or by email.

If any modification above made by Midwest Tape materially impairs the value of this Agreement to the Library, the Library may terminate this Agreement.

Addition and Removal of Digital Content Titles. As part of this Service, Midwest Tape will continuously update "the Service" with additional Content. Midwest Tape may also remove Content from "the Service" at any time and for any reason, including but not limited to Vendor terms and/or notification(s) to remove one or multiple titles.

Metadata. Midwest Tape will announce and provide, as available, additional Metadata features to the Library in the format supplied to Midwest Tape by the Vendors.

Storage. "The Service" runs on a cloud-based platform to ensure it can scale to meet changing demands. While our web sites and the Service are publicly accessible, the database that powers the sites and services is deployed in a secure "virtual private cloud", or VPC. The VPC is completely protected from all public access. Amazon Web Services data centers are housed in nondescript facilities throughout North America with restricted access and multiple security controls.

Privacy Policy. Midwest Tape is committed to protecting the privacy, accuracy, and reliability of any personal information provided and to safeguard loss, misuse, unauthorized access, disclosure, and alteration of this information. The only access permitted to the VPC, and thus the database, is from Midwest Tape web sites and services and our hoopla system support staff located throughout North America and Canada. Sensitive data such as passwords are never stored "in the clear" in the database, but are encrypted in a manner that prevents Midwest Tape and support staff from ever knowing what they are. When a patron registers with hoopla, the patron will enter an email, the Library card ID, and a password (some Libraries require a PIN too) which is encrypted as noted above. This information is stored according to the above for purposes of "the Service" to authenticate with the Library ILS, no additional personal information received through authentication is stored, and is used only to verify the patron and then discarded.

Please refer to Midwest Tape's Terms and Conditions and Privacy Policy for more information on how "the Service" uses and/or shares information that is gathered.

Hyperlinks. Midwest Tape will create the appropriate download links from the Library Website for the secure delivery of Digital Content Titles to Patrons.

Primary Support to The Library. Midwest Tape shall provide the Library with primary support for "the Service" by providing and maintaining help files, informational data and other appropriate documentation and training materials. Midwest Tape will undertake reasonable efforts to assist the Library with its obligation to provide Primary Support to Patrons by providing the Library with answers to "frequently asked questions" related to "the Service", and regular system updates as they become available and ongoing training for the Library staff.

Midwest Tape will supply activation support, including assisting with the implementation of any software, and reasonable levels of continuing support to assist the Library in its use of "the Service". Midwest Tape will make its personnel available for feedback, problem-solving, and/or general questions.

Midwest Tape will use reasonable efforts to provide continuous service. Permissible down-time includes periodic unavailability due to maintenance of the server(s), the installation or testing of software, public or private telecommunications services or internet nodes or facilities, failure of equipment or services outside the control of Midwest Tape. Scheduled down-time will be performed at a time to minimize inconvenience to the Library and its Patrons.

Technical support services to the Library include (i) reasonable efforts to identify, correct, and/or circumvent errors in "the Service"; the Digital Media Platform, Websites and Applications; (ii) supply updates, enhancements, and new versions of "the Service" as they become available (the "Secondary Support").

For avoidance of doubt, Midwest Tape has no obligation to provide Primary Support to Patrons. Midwest Tape's sole involvement with respect to Primary Support for Patrons is limited to that provided by Midwest Tape, at its sole discretion.

VI. AGREEMENT PROVISIONS

Indemnities. Each Party ("Indemnifying Party") agrees to defend, indemnify, and hold harmless the other Party from and against any and all third-party claims, demands, suits, legal proceedings, and causes of action that arise out of or relate to any breach by the Indemnifying Party of any of its Representations and Warranties as stated in this Agreement (collectively, "Claims"), including but not limited to all damages, costs, expenses, reasonable attorneys' fees, judgments, and settlements resulting from such Claims provided, however, no Claim may be settled without the express written consent of the Indemnifying Party. Notwithstanding anything contained herein to the contrary, Midwest Tape acknowledges and agrees that the Library can only indemnify Midwest Tape up to the limits of liability provided by their state law.

Indemnity Process. The Party seeking indemnification must provide prompt written notice to the Indemnifying Party of any Claim to which indemnity obligations apply. The Indemnifying Party has the right, but not the duty, to control the defense and settlement of any Claims with counsel of its choosing. The Party seeking indemnification will cooperate with the Indemnifying Party's defense against the Claims. If any Claim is covered in part but not entirely by a Party's indemnification obligation hereunder, the Indemnifying Party will only be responsible for costs to the extent attributable to the covered portion of the Claims.

DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, MIDWEST TAPE MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING ANY GOOD OR SERVICE THAT MAY BE PROVIDED BY MIDWEST TAPE UNDER THIS AGREEMENT. CONTRACTOR WARRANTS THAT SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER AND THAT IT WILL USE PROFESSIONAL EFFORTS IN COMPLIANCE WITH INDUSTRY STANDARDS WHEN PROVIDING THE SERVICES.

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MIDWEST TAPE
LIBRARIANS 1st MEDIA SOURCE

LIMITATION OF LIABILITY. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, IN NO EVENT, AND REGARDLESS OF THE CAUSE OF ACTION, WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOST BUSINESS OPPORTUNITY, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBLITY THEREON.

Confidential Information. "Confidential Information" means any oral, written, graphic or machine-readable information of either Party that is disclosed to the other Party under this Agreement either directly or indirectly, in writing, orally, electronically, or by inspection of tangible objects, and that is designated in writing as "Confidential" at the time of disclosure or within five (5) days thereafter. Confidential Information may include information disclosed to any Party by a third-party on behalf of the other Party and designated as Confidential Information. Confidential information includes, without limitation, business plans, customer information, pricing, contract terms, available content and sales, marketing and/or finances of the disclosing Party.

Parties' Obligations. Confidential Information is the property of the disclosing Party, and the receiving Party will not be deemed by virtue of its access to Confidential Information to have acquired any right or interest in or to any such Confidential Information. Confidential does not affect either Party's right to use or disclose information that is not Confidential Information, including information that is or may hereafter be in the public domain: the receiving Party can show was known to it without any confidentiality obligation prior to the disclosure by the disclosing Party; may be required to be disclosed pursuant to governmental or judicial process, provided that notice of such process is promptly provided to the disclosing Party in order that it may have every opportunity to intercede in such process to contest such disclosure or seek an appropriate protective order.

Assignment. Except as provided herein, neither Party may, by operation of law or otherwise, assign, sublicense, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, which may not be unreasonably withheld or delayed. Either Party may assign, transfer, or otherwise delegate any or all of its rights and obligations under this Agreement to any successor carrying on that part of the business to which this Agreement relates or to any purchaser of all or substantially all of the assets or stock of such Party. Each Party may appoint contractors to perform part of its obligations hereunder, provided that the Party remains fully responsible for such contractor's performance. This Agreement binds, benefits, and is enforceable by and against both Parties and their respective successors and permitted assigns.

Notices. Notices required by this Agreement must be sent by United States mail, as well as by electronic mail (or by facsimile), directed as follows:

Midwest Tape: Attn: hoopla 6950 Hall Street Holland, Ohio 43528 info@midwesttapes.com 1 (800) 875-2785	The Library: Lincoln Library 326 S Seventh Street Springfield, IL 62701 (217) 753-4900

Amendment. No amendment, modification, addendum, or revision to this Agreement is valid unless it is in writing and signed by all Parties to this Agreement, in which event there need be no separate consideration thereof.

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Severability. To the extent a provision of this Agreement is deemed by a court to be null and void, the Agreement nonetheless remains in full force and effect with respect to each of the other provisions therein, except to the extent that the Distribution provisions of this Agreement (i.e. Rights, Limitations, Ownership Rights) are declared null and void by a court, in which case the Agreement is voidable by any Party.

Arms-Length Negotiations. This Agreement was negotiated among the Parties at arm's length with each Party receiving advice from independent legal counsel, and has been executed and delivered in good faith. It is the intent of the Parties that no part of this Agreement should be construed against any Party because of the identity of the drafter.

Counterparts. This Agreement may be executed in counterparts, each of which taken together constitutes one single Agreement between the Parties.

Entire Agreement. This Agreement is an integrated Agreement containing the entire understanding between the Parties regarding the subject matter of this Agreement, and, except as set forth in this Agreement, no representations, warranties or promises have been made or relied upon by the Parties. This Agreement prevails over all prior communications or agreements between the Parties or their representatives regarding the subject matter hereof.

Force Majeure. No Party may be considered in default or to have incurred any liability hereunder due to any failure to perform this Agreement should such failure arise out of causes beyond its reasonable control, including, without limitation, work stoppages, fires, riots, accidents, floods, storms, unavailability of utilities or fuel, Internet or other communication failures, or other similar failures or occurrences. The time for performance will be extended for a period equal to the duration of the conditions preventing performance.

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MIDWEST TAPE
LIBRARIANS 1st MEDIA SOURCE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first written above.

ACCEPTED AND AGREED

Library: Lincoln Library

By: Nancy Huntley

Print Name: Nancy Huntley

Title: Director

Date Signed: 10/29/15

ACCEPTED AND AGREED

MIDWEST TAPE, LLC

By: Susan Pascu

VP Sales

Date Signed: 10/15/15

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MIDWEST TAPE
LIBRARIANS 1st MEDIA SOURCE

Appendix A

Communication of "the Service"

Hoopla is a library-patron-first digital service. The only all-in-one transactional media-on-demand service in existence. This patron-driven acquisition model offers all digital content (movies, television, Audiobooks, music, eBooks, and comics) under one log-in, and all content is available to all patrons simultaneously. A universal Library app with no annual subscription fees or up front content investments and no "holds" on artificial copies of titles ***hoopla*** allows the Library to provide every patron with immediate access to every title in the database at any time, through an easily-budgeted, financially-manageable system.

By agreeing to offer "the Service" there is an implicit understanding that certain pre-established best efforts are critical to a library-patron-first digital service. The following constitute said best efforts to ensure successful optimization by the Library, its staff and its patron base[1]. To this end, Midwest Tape expects that:

- The Library will make reasonable, ongoing efforts to communicate "the Service" to its patrons. The Library agrees to collaborate with Midwest Tape in efforts to reach patrons using The Library-proven, successful methods.
- The Library understands the importance of and agrees to install prominent links and/or reference to popular content on hoopla, and/or to the hoopla Patron Website on The Library's Website homepage to promote digital discovery for patrons.
- The Library understands that this is a service offered to patrons and agrees to periodically display within the Library branches, communications materials as made available, and/or provide cross references to content available in "the Service".
- The Library agrees to use MARC record data in their catalog to enhance the discoverability of key content available in "the Service".
- The Library understands that in order to provide patrons support for "the Service", The Library needs to notify patrons via Newsletters, direct email, and/or Social Media of updates to functionality and content as well as promotional and marketing communications and announcements.
- In aid of providing ongoing support to its patrons, the Library agrees to notify patrons or allow (and/or provide as is legally permissible) hoopla access to its cardholder patron mailing lists (electronic/print) for the following types of support campaigns / announcements:
    - Awareness creation
    - The Library / hoopla user "Welcome" campaign
    - Periodic (seasonal /relational) hoopla use support
    - User recovery / reminder campaigns

[1] Some or all of which The Library may already do as part of its standard processes.

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MIDWEST TAPE
LIBRARIANS' MEDIA SOURCE

Appendix B

Advance Schedule

Population of Service Area	Advance
> 1,000,000	$ 100,000
500,000 - 999,999	$ 75,000
300,000 - 499,999	$ 50,000
200,000 - 299,999	$ 35,000
100,000 - 199,999	$ 25,000
50,000 - 99,999	$ 12,000
0 - 49,999	$ 6,000

Service Agreement Advance

(Fill in according to Schedule Above)

Population of Service Area	Advance
116,250	$18,000

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hoopla® Digital Media Agreement

This hoopla Digital Media Agreement ("Agreement") is made as of this __ day of_____, 20__ ("Effective Date") by and between _____ (the "Library"), and Midwest Tape, LLC.

WHEREAS, Midwest Tape's hoopla Digital Media Platform ("hoopla," the "Platform," or the "hoopla Platform") allows participating libraries to provide their users with access to digital media content using smart phones, tablets, computers, streaming devices, and web browsers;

WHEREAS, the Platform is designed to be accessible 24/7 and offers various licenses to media content in multiple formats, including, without limitation, movies, television programs, music, audiobooks, eBooks, and comics, subject to circulation limits (if any) and other settings established by the user's library system; and

WHEREAS, the Library wishes to make hoopla available to its authorized users ("Patrons");

NOW THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Library and Midwest Tape (each a "Party" and collectively the "Parties") agree as follows:

1. **DEFINITIONS**. The following definitions apply wherever these terms appear in this Agreement, including the Appendices:

   1.1 "Digital Media Platform" means one or more computer programs or applications owned, maintained, and/or used by Midwest Tape to provide access to Digital Titles and/or to allow the Library to manage its offering and Patron use of Digital Titles, including the hoopla Application, hoopla Website, and Library Administration Website.

   1.2 "Digital Titles" means any and all digital media content that Midwest Tape makes available to the Library and its Patrons via the Digital Media Platform during the Term of this Agreement.

   1.3 "Flex Borrow" or **"Flex Circulation"** means an OCOU Circulation, as defined in Appendix 2 to this Agreement. As set forth in the attached Appendix 2, a Flex Borrow occurs when a Patron uses the hoopla Application or hoopla Website to borrow a Digital Title that is at that time available to that user in the form of a one-copy/one-user ("OCOU") license owned by the Library.

   1.4 "Flex License" means a one-copy/one user license ("OCOU License"), as set forth in the attached Appendix 2.

   1.5 "hoopla Application" means one or more computer applications maintained, owned, and/or used by Midwest Tape to provide access for limited periods to Digital Titles (including the ability to browse, borrow, stream, download, and/or return such titles) using certain streaming devices, smart phones, tablets, and/or other mobile devices.

   1.6 "hoopla Website" means a Midwest Tape website (currently www.hoopladigital.com) that may be used to access, browse, borrow, stream, and/or return Digital Titles.

   1.7 "Instant Borrow" or **"Instant Circulation"** means a PPU Circulation, as defined in Appendix 2 to this Agreement. As set forth in the attached Appendix 2, an Instant Borrow occurs

when a Patron uses the hoopla Application or hoopla Website to borrow a Digital Title pursuant to a pay-per-use ("PPU") license that is paid for by the Library.

1.8 "Instant License" means a pay-per-use license ("PPU License"), as set forth in the attached Appendix 2.

1.9 "Intellectual Property Rights" means all rights in and to patents, trademarks, service marks, trade names, copyrights, trade secrets, technology, software, designs, algorithms, know-how, as well as moral rights and all other intellectual and proprietary rights of any type under the laws of any governmental authority.

1.10 "Library Administration Website" means one or more Midwest Tape website(s) (currently available at www.midwesttapes.com) that may be accessed and utilized by the Library to obtain OCOU Licenses, manage content available to Patrons in the Platform, and administer Library policies in regard to Patron use of the Platform.

1.11 "Library Online Catalog" means the website(s) owned, maintained, and/or used by or for the Library for the purpose of providing information to Patrons and/or the general public about the Library and its various content offerings, policies, objectives, initiatives, and procedures.

1.12 "Marks" means any trademarks, service marks, trade names, logos, designs, icons, characters, cover art, styles, trade dress, or other indicators of source associated with any Digital Titles, including without limitation all translations or transliterations of the foregoing in any language, or any colorable imitations or modified versions thereof.

1.13 "Midwest Tape" means Midwest Tape, LLC and any of its parents, subsidiaries, or affiliated entities that are engaged in the business of selling and distributing media content in digital form to libraries and library users via the Platform.

1.14 "Service Partners" means any third parties that provide digital storage, webhosting, IT services, data analysis and processing, or distribution or other services to Midwest Tape in connection with the Platform.

1.15 "Title Summary and Promotional Data" means, with respect to each Digital Title, the following information and data that is made available to Library pursuant to this Agreement: (i) title; (ii) author(s), publisher, illustrator(s), narrator(s), actor(s), director(s), producer(s), studio(s), and similar descriptive information; (iii) if commercially used, the digital object identifier; (iv) narrative description or summary of the work; (v) cover art and image, graphics, and other images; (vi) copyright notice; and (vii) any other identifying information.

1.16 "Vendor" means any supplier to Midwest Tape of (i) Digital Title(s); (ii) Title Summary and Promotional Data; and/or (iii) technology or services necessary for Midwest Tape to provide the Platform to the Library.

2. Library Rights & Obligations.

2.1 Rights. During the Term, and subject to all the terms and limitations set forth in this Agreement, Midwest Tape grants to the Library the non-exclusive and non-transferrable right to display and access the Platform and Title Summary and Promotional Data for the limited purpose of: (a) allowing Patrons to access, view, and borrow Digital Titles through the Platform and pursuant to this Agreement; (b) promoting awareness and authorized use of the Platform,

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including via postings on the Library Online Catalog; and (c) establishing and implementing Library-specific policies in regard to use of the Platform by the Library and Patrons, consistent with this Agreement and the requirements of the Platform.

2.2 Limitations. Except for the limited, non-exclusive, non-transferrable rights expressly granted to Library under this Agreement, Library shall have no right in or to, or ownership of, the Platform, Digital Titles, hoopla Application, hoopla Website, Library Administration Website, Marks, Title Summary and Promotional Data, or any other artwork or materials delivered by or on behalf of Midwest Tape. The Library shall have no right to access, use, modify, or reproduce any portion of any source code relating to the Platform, or to make, sell, or distribute any variations or derivative works of the Platform. The Library agrees to the support and protection of Intellectual Property Rights (including but not limited to copyright and trademark protections), to discourage copyright or trademark infringement, to use its best efforts to prohibit Patrons or others from engaging in such infringement (including by immediately notifying Midwest Tape of any known or suspected violations of Intellectual Property Rights relating to use of the Platform or the Digital Titles), and to refrain from facilitating such activity. In addition, the Library will comply with all other requirements communicated by Midwest Tape with respect to any Intellectual Property Rights and the Marks.

2.3 No Public Performance Rights. The Library shall have no public performance rights in the Digital Titles. Accordingly, the Library may not offer any Digital Titles as a performance in order to entice Patrons or the general public to come to an event, sponsored by the Library or otherwise.

2.4 General Obligations. To facilitate the successful introduction of the Platform to Patrons, and the use of the Platform by Patrons, the Library shall: (a) regularly communicate to staff, Patrons, and the general public served that the Platform is available to Patrons; (b) provide suitable training opportunities to appropriate Library staff members, so that they understand the Platform and can assist in the promotion and the use of the Platform by Patrons; (c) regularly feature prominent links and references to popular Digital Titles and the hoopla Website on the Library Online Catalog's homepage; (d) incorporate MARC record data regarding Digital Titles in the Library's catalog to enhance the discoverability of key content available in the Platform; (e) manage all funds designated or appropriated for use of the Platform; (f) participate in the implementation of the Platform at the Library, including without limitation by providing Midwest Tape with sufficient and accurate information to identify Patrons of the Library who are authorized to utilize the Platform; (g) provide Primary Support, as defined below; (h) perform requested linkage between the Platform and the Library Online Catalog, as well as reasonable technical services to support and maintain the Platform during the Term; and (i); notify Midwest Tape at least three (3) business days before any change in any RSS links, ILS configuration, URL updates, or other equipment or technology that could adversely impact the Platform and/or the use of the Platform, including any changes that could impact the process of Patron authentication.

2.5 Network Connectivity. The Library is responsible for providing a suitable network and Internet system for integration of the Platform into the Library Online Catalog or other systems.

2.6 Use of the Library Administration Website. The Library agrees that it is solely responsible for managing its use of the Library Administration Website and using that website as designed an in accordance with the Terms and Conditions posted on that website, including by establishing, verifying, and maintaining any settings and controls regarding use of the Platform by Patrons (*e.g.*, limitations on circulations, content restrictions, reporting preferences, etc.).

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2.7 Library Online Catalog. The Library is solely responsible for all aspects of catalog integration, operation, training, support, and/or maintenance necessary for the operation of the Library Online Catalog. This may include obtaining a SIP2 or similar protocol software license(s) from a third-party vendor in order to support direct integration of the Platform with the Library's own Library Online Catalog or other systems, as well as the cost for customized MARC records it may obtain from a third-party supplier such as OCLC. The Library shall keep its hoopla account information current with Midwest Tape and promptly alert Midwest Tape to any significant changes relating to the Library Online Catalog, including but not limited to changes of personnel that could impact the support, functionality, and/or performance of the Platform.

2.8 Primary Support. The Library is responsible for providing its Patrons with "Primary Support," which includes assisting Patrons with the use of the Platform, responding to Patron questions regarding the functionality and technical requirements of the hoopla Website and the hoopla Application, and helping Patrons with the process of communicating with Midwest Tape where necessary and appropriate to obtain additional support and technical assistance.

2.9 No Warranties or Representations to Others. The Library represents and agrees that, except for the representations, warranties, and promises made to Midwest Tape in this Agreement or under the Terms and Conditions applicable to the Library Administration Website, neither the Library nor any of its employees, agents, or others acting under its direction has made or will make any representations or warranties, expressed or implied, to anyone concerning the Platform, Digital Titles, hoopla Application, hoopla Website, and/or Library Administration Website.

2.10 Compliance with Applicable Laws and Regulations. The Library will, at its own expense, comply with all applicable laws, ordinances, rules, regulations, and other legal requirements in connection with the Library's performance under this Agreement.

2.11 Costs and Expenses. The Library is responsible for all of its own expenses and costs related to its performance under this Agreement. Midwest Tape has no obligation to reimburse the Library for any expenses or costs incurred by the Library related to this Agreement or to the performance of the Library's obligations, including but not limited to any expenses and costs incurred in the preparation, systems integration, or use of the Digital Media Platform, Library Administration Website, hoopla Website, and hoopla Application.

3. FEES, PAYMENTS & REPORTING.

3.1 Advance. On or before the Effective Date, the Library shall remit to Midwest Tape an advance/down payment ("Advance") in the amount of $_____, *i.e.*, the amount indicated for the Library's service-area population in the attached Appendix 1. These funds will be applied toward payment of future invoices for transactions relating to the use of the Platform by the Library and Patrons (*see, e.g.*, Appendix 2), unless the Library notifies Midwest Tape on or before the Effective Date that the Library instead prefers to use such funds to pay Midwest Tape for hoopla promotional materials, events, or communication efforts in connection with the introduction of hoopla to Library Patrons. Upon written notice to Midwest Tape, the Library may choose to send additional funds to Midwest Tape to reestablish or replenish the Advance.

3.2 Invoicing and Payment. Except for purchases of Flex Licenses (which will be invoiced after each purchase by the Library), Midwest Tape will invoice the Library by Invoice Period. "Invoice Period" means a calendar monthly period in which transactional activity occurs. Payment of each invoice will be due within thirty (30) days from the date of the invoice. During any period

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in which Midwest Tape is holding an Advance from the Library, Midwest Tape will apply the Advance funds toward payment of the invoice upon issuance. If the Library has any remaining Advance funds on account upon expiration or termination of this Agreement, Midwest Tape will notify the Library and refund any unencumbered and unapplied monies upon the Library's written request.

3.3 Reporting. Through the Library Administration Website, the Library will have access to certain reports summarizing Patron usage, circulation data, and purchase activity for the Digital Titles.

3.4 Taxes. The Library is required to provide a sales tax exemption certificate, if applicable, to Midwest Tape as part of the on-boarding process. If the Library is not exempt or does not do so, Midwest Tape will add (and collect) sales taxes to any purchases made pursuant to this Agreement.

4. TERM AND TERMINATION.

4.1 Term. The term of this Agreement (the "Term") begins on the Effective Date and continues for a period of 24 months thereafter. Upon expiration of the Term, this Agreement will automatically renew and the Term will be extended for successive renewal periods of 12 months (each a "Renewal Term"), unless either Party has provided written notice of non-renewal to the other party at least sixty (60) days prior to the end of the Term.

4.2 Termination. This Agreement may be terminated in either of the following ways:

By Notice. Either Party may terminate this Agreement, with or without cause, at the end of the Term by providing the other Party with sixty (60) days' advance written notice prior to the end of the Term.

Due to Breach. Either Party may suspend its performance or, at that Party's sole option, terminate this Agreement by providing the other Party with written notice of such action in the event of (i) the other Party's material breach of this Agreement, which breach continues uncured for a period of thirty (30) days after written notice of such breach; or (ii) the Library's failure to perform its payment obligations under this Agreement for a period of at least thirty (30) days.

Upon termination of this Agreement, the Library shall immediately (i) cease distribution and use of the Platform, hoopla Application, hoopla Website, Digital Titles, Marks, Metadata, and Promotional Postings; and (ii) pay all amounts due to Midwest Tape. Once the Library satisfies these obligations, any unapplied portion of an Advance payment will be refunded within thirty (30) days.

5. MIDWEST TAPE RIGHTS & OBLIGATIONS.

5.1 The hoopla Platform. Midwest Tape and/or its Service Partners will: (a) host and support the Platform as provided in this Agreement; (b) designate an implementation specialist ("hoopla Coordinator") to be available for customer support to the Library in connection with the launch and implementation of the Platform; and (c) provide the Library with access to the Library Administration Website, which offers tools to enable the Library to manage use of the Platform, including in regard to its inventory, Patron borrowing limits, lending policies, title blocking, ratings- and user-advisory settings, usage dashboard, and reporting.

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5.2 Ownership of Vendors' Intellectual Property. Subject to the provisions of this Agreement, hoopla vendors retain all of their Intellectual Property Rights in and to their Digital Titles, Metadata, Marks, and Promotional Postings, artwork, and other property that may be utilized or accessed in connection with the Platform.

5.3 Ownership of Midwest Tape's Intellectual Property. As between the Parties, Midwest Tape owns and retains all Intellectual Property Rights in and to the Digital Media Platform, hoopla Application, hoopla Website, Library Administration Website, Midwest Tape and hoopla and hoopla digital trademarks, and all other Midwest Tape intellectual property, including but not limited to all modifications, updates, or improvements made thereto. The Library acknowledges Midwest Tape's ownership of such Intellectual Property Rights.

5.4 Modifications to Digital Media Platform. Midwest Tape has the right to modify, at any time, the Platform, hoopla Application, hoopla Website, Library Administration Website, and other aspects and features of hoopla in Midwest Tape's sole discretion, including, without limitation, in order to develop, modify, or improve operations, performance, or functionality.

5.5 Addition, Removal, and Modifications of Digital Titles. Midwest Tape has the right to take any or all of the following actions with respect to any Digital Title(s) at any time and in its sole discretion: (a) add or remove Digital Titles to or from the Platform; (b) set or adjust the applicable fees and charges, including, without limitation, PPU Circulation Fee(s), OCOU License Fees, and/or other charges relating to the Platform and/or the media content available on the Platform; (c) replace content files, Metadata, and/or Promotional Postings; and (d) edit or modify editorial content or designs. The Library will be notified by email, the Library Administration Website, or other means of major modifications to the functionality of the Platform.

5.6 Promotion of the Platform. Midwest Tape may, at its own expense and in its own discretion, publicize the Platform and communicate with the general public and Patrons regarding the availability, features, and use of the Digital Titles, Digital Media Platform, hoopla Application, and hoopla Website.

5.7 Support. Midwest Tape will support the Platform by maintaining help files, information, and other appropriate documentation and training materials. Midwest Tape will undertake reasonable efforts to help the Library perform the Library's obligation to provide Primary Support to Patrons, including by offering periodic training opportunities to Library staff, updating the Library regarding system changes, and providing the Library with answers to "frequently asked questions" related to the Platform.

Midwest Tape will supply activation support, including assisting with the implementation of any software, and reasonable levels of continuing support to assist the Library in its use of the Platform. Midwest Tape will make technical support personnel available for feedback, problem solving, and/or general questions. Technical support services to the Library include: (i) reasonable efforts to identify, correct, and/or circumvent errors in the Platform, hoopla Application, hoopla Website, and Library Administration Website; and (ii) supplying updates, enhancements, and new versions of the Platform as they become available (the "Secondary Support"). Midwest Tape has no obligation to provide Primary Support to Patrons and any support provided by Midwest Tape to Patrons will be in Midwest Tape's sole discretion.

Midwest Tape will use reasonable efforts to provide continuous service. Permissible down time includes periodic unavailability due to matters such as: maintenance of the server(s); installation or testing of software, public or private telecommunications services, or internet nodes or facilities;

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and failure of equipment or services outside the control of Midwest Tape. Scheduled down time will occur periodically and at times designed, in Midwest Tape's sole discretion, to minimize inconvenience to hoopla users.

6. MISCELLANEOUS.

6.1 Indemnities. Each Party ("Indemnifying Party") agrees to defend, indemnify, and hold harmless the other Party and its Service Partners from and against any and all third-party claims, demands, suits, legal proceedings, and causes of action that arise out of or relate to any breach by the Indemnifying Party of any of its representations and warranties as stated in this Agreement (collectively, "Indemnifiable Claims"), including but not limited to all damages, costs, expenses, reasonable attorneys' fees, judgments, and settlements resulting from such Indemnifiable Claims; provided, however, that no Indemnifiable Claim may be settled without the express written consent of the Indemnifying Party.

6.2 Indemnity Process. The Party seeking indemnification must provide prompt written notice to the Indemnifying Party of any Indemnifiable Claim for which indemnification will be sought. The Indemnifying Party may elect to control the defense and settlement of any Indemnifiable Claims with counsel of its choosing. The Party seeking indemnification will cooperate with the Indemnifying Party's defense against the Indemnifiable Claims. If any Indemnifiable Claim is covered in part but not entirely by a Party's indemnification obligation hereunder, the Indemnifying Party will only be responsible for costs to the extent attributable to the covered portion.

6.3 DISCLAIMER OF WARRANTIES. MIDWEST TAPE MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

6.4 LIMITATION OF LIABILITY. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOST BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. WITHOUT RESTRICTION OF THE FOREGOING, MIDWEST TAPE'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY LIBRARY TO MIDWEST TAPE DURING THE TWELVE MONTHS PRIOR TO THE DATE THAT ANY CLAIM ALLEGEDLY AROSE.

6.5 Confidential Information. "Confidential Information" means any non-public information of either Party that is disclosed to the other Party in connection with this Agreement either directly or indirectly, in writing, orally, electronically, or by inspection of tangible objects, and that is either: (a) designated in writing as "Confidential" at the time of disclosure or within five (5) days thereafter; or (b) confidential by its very nature or that the receiving Party reasonably should know to be confidential. Confidential Information includes, without limitation, the terms of this Agreement, any and all non-public business plans, customer information, pricing, contract terms, available content and sales, marketing and/or finances of the disclosing Party. Each Party agrees to hold the Confidential Information of the other Party in confidence and to refrain from disclosing such Confidential Information to any third party, except: (i) to the extent required to be disclosed

pursuant to governmental or judicial process, provided that notice of such process is promptly provided to the disclosing Party in order that it may have every opportunity to intercede in such process to contest such disclosure or seek an appropriate protective order; or (ii) to the receiving Party's professional advisors and contractors on a need to know basis, provided that such advisors and contractors are under an obligation to maintain the confidentiality of the Confidential Information. Confidential Information is the property of the disclosing Party, and the receiving Party will not be deemed by virtue of its access to Confidential Information to have acquired any right or interest in or to any such Confidential Information. Confidential does not affect either Party's right to use or disclose information that is not Confidential Information, including information that is in the public domain or that the receiving Party can show was known to it without any confidentiality obligation prior to the disclosure by the disclosing Party.

6.6 Assignment. Except as provided herein, neither Party may, by operation of law or otherwise, assign, sublicense, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, which may not be unreasonably withheld or delayed. Either Party may assign, transfer, or otherwise delegate any or all of its rights and obligations under this Agreement to any parent or subsidiary entity, any successor carrying on that part of the business to which this Agreement relates, or any purchaser of all or substantially all of the assets or stock of such Party. Each Party may appoint contractors to perform part of its obligations hereunder, provided that the Party remains fully responsible for such contractor's performance. This Agreement binds, benefits, and is enforceable by and against both Parties and their respective successors and permitted assigns.

6.7 Notices. Notices required by this Agreement must be sent by United States mail, as well as by electronic mail (or by facsimile), directed as follows:

To Midwest Tape:
Midwest Tape, LLC:
1417 Timberwolf Dr.
Holland, Ohio 43528
info@midwesttapes.com
1 (800) 875-2785

To Library:
_____
_____
_____
_____
_____

6.8 Amendment. No amendment, modification, addendum, or revision to this Agreement is valid unless it is in writing and signed by all Parties to this Agreement.

6.9 Arms-Length Negotiations. This Agreement was negotiated at arm's length with each Party receiving advice from independent legal counsel, and has been executed and delivered in good faith. It is the intent of the Parties that no part of this Agreement should be construed against any Party because of the identity of the drafter.

6.10 Counterparts. This Agreement may be executed in counterparts, each of which taken together constitutes one single Agreement between the Parties.

6.11 Entire Agreement/Non-Reliance. This Agreement constitutes the sole and entire agreement between the Parties and supersedes and merges all prior agreements, proposals, negotiations, discussions, and understandings between the Parties relating to the subject matter of this Agreement. No Party has relied or can rely on any statement or representation that is not expressly contained in this Agreement as an inducement to enter into this Agreement.

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6.12 Force Majeure. No Party may be considered in default or to have incurred any liability hereunder due to any failure to perform this Agreement should such failure arise out of causes beyond its reasonable control, including, without limitation, work stoppages, fires, riots, accidents, floods, storms, unavailability of utilities or fuel, Internet or other communication failures, or other similar failures or occurrences. The time for performance will be extended for a period equal to the duration of such conditions.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first written above.

ACCEPTED AND AGREED	ACCEPTED AND AGREED
(INSERT LIBRARY NAME)	MIDWEST TAPE, LLC
By: _____	By: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____
Date Signed: _____	Date Signed: _____

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Appendix 1

Advance Schedule

Population of Library System Area	Advance in U.S. Dollars
> 1,000,000	$200,000
500,000 - 999,999	$100,000
300,000 - 499,999	$75,000
200,000 - 299,999	$50,000
100,000 - 199,999	$35,000
50,000 - 99,999	$20,000
16,000 - 49,999	$10,000
8,000 - 15,999	$5,000
0 – 7,999	$2,000

Advance

(Fill in blanks below according to Schedule above.)

Population of Library System Area	Advance
	$

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Appendix 2

hoopla® Licenses and Distribution Models

The chart below describes the distribution models included in Midwest Tape's hoopla offering as of the Effective Date, including the digital media licenses that are available via the Digital Media Platform.

	Instant Borrows	Flex Borrows
License type	PPU (Pay-Per Use)	OCOU (One-Copy/One-User)
Circulations / Borrows	An **Instant Title** is a work that is available for simultaneous access by multiple users. Instant Titles may be accessed via **PPU Circulations**, otherwise referred to as **Instant Borrows**, each of which allows a user to stream, download, and/or access the chosen title for a limited time that terminates upon the expiration of a fixed period or earlier "return" by the user. Instant Borrows are available regardless of whether another user has borrowed the same title for use at the same time. For each Instant Borrow, the Library purchases one **Instant License** to authorize that particular borrow.	A **Flex Title** is only available to one user at a time, via a digital **OCOU Circulation**, otherwise referred to as a **Flex Borrow**. If the Library has an available **Flex License** to a Flex Title, a Library user may activate a Flex Borrow and that license is digitally checked out and considered "in use." Other users cannot access that title during that borrow unless (i) the Library has purchased additional Flex Licenses to the same title, one of which is available at that time, or (ii) the same title also is available as an Instant Title. A Flex Borrow allows a user to stream, download, and/or access the title for a limited time that terminates upon the expiration of a fixed period or earlier "return" by the user.
Available formats	All formats (audiobooks, eBooks, comics, movies, television, and music).	Currently available only for audiobooks and eBooks.
Payment obligations	A **PPU-Circulation Fee** is charged for each Instant Borrow. The fees, which are listed on the Library Administration Website, vary by title and format, and are subject to change from time to time. The fee is charged regardless of whether the borrowed title is actually accessed, viewed, streamed, or downloaded by the user. Fees for Instant Borrows are invoiced monthly.	Flex Licenses are available for purchase via the hoopla Library Administration Website. The costs of these licenses vary by title and format. Fees for Flex Licenses are invoiced after each purchase (typically daily).

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	Instant Borrows	Flex Borrows
Borrow priority	To optimize Libraries' media purchases, Flex Borrows are prioritized over Instant Borrows when possible. Therefore, if a user requests an Instant Borrow, and at that time a Flex License to that title is available, the borrow will be fulfilled as a Flex Borrow and no PPU-Circulation Fee will apply.	Same. To optimize Libraries' purchases, Flex Borrows are prioritized over Instant Borrows when possible.
Metering restrictions	N/A	A Flex License may be either perpetual, or "metered." Some publishers do not offer perpetual licenses, but instead offer metered licenses. Metered licenses are limited by time period and/or number of permitted borrows, as described in the Library Administration Website.
Pre-Owned Content	N/A	If the Library has acquired OCOU Licenses from another source (**Pre-Owned Content**), Midwest Tape may be able to include them as Flex Licenses on hoopla for the Library's users. The Library is responsible for providing Midwest Tape with an accurate list of Pre-Owned Content, to enable Midwest Tape to determine whether any or all of it may be included on hoopla for the Library's users. The format to be used for listing the Library's Pre-Owned Content, including the required certification, is set forth on Schedule 1 to Appendix 3.

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ORDINANCE FACT SHEET

DATE OF 1st READING: _____

CONTACT PERSON: Alivia Carrigan

OFFICE REQUESTING: Lincoln Library

PHONE NUMBER: _____

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

FISCAL IMPACT: $60,000.00

SUGGESTED TITLE: An Ordinance accepting and authorizing a one-year extension under RFP LL23-33 with Midwest Tape, LLC, a streaming media database, to provide access to the Hoopla Application for an additional $60,000.00, with a new not to exceed amount of $225,000.00 for the Lincoln Library.

CONTRACTOR / VENDOR NAME: Midwest Tape, LLC **VENDOR NO:** VC0000002135

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

CONTRACT AMOUNT: $165,000.00 (Original amount if change order) | 1 **Change Order #** | $60,000.00 **Additional Amount**

Method of Purchase (check one)

- ☐ Low Bid
- ☐ Low Bid Meeting Specs
- ☐ Low Evaluated Bid
- ☐ Other: _____
- ☑ Exception: RFP LL23-33
- **Code Provision:** _____

Previous Ord #'s 122.03.23

Is Purchasing Agent approval required? No ☐ Yes ☑

Is Purchasing Agent approval attached? No ☐ Yes ☑

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	003	116	LIBR	LIBR	1227	$60,000.00
2						
3						
4						

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

Ordinance 122.03.23
Hoopla Contract

STAFF ANALYSIS

A one-year extension to the contract with Midwest Tape, LLC to provide Hoopla a streaming media platform that will provide access to multiple formats including movies, television, music, audiobooks, graphic novels, and eBooks to Lincoln Library for an additional $60,000, with a new not to exceed amount of $225,000.

FUNDS CHECK BY: Courtney Heinzel Digitally signed by Courtney Heinzel Date: 2026.03.25 14:18:59 -05'00' **Date:** _____

DIRECTOR / SUPERVISOR: Gwendolyn A. Harrison Digitally signed by Gwendolyn A. Harrison Date: 2026.03.25 14:13:34 -05'00' **Date:** _____

CITY PURCHASING AGENT: **Date:** 3/25/26

SIGN OFF: _____ (Mayor's Signature) GBM

_____ 3/26/26 (Director of OBM)

The information supplied on this form is not confidential information.

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2026-198

AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE REDEVELOPMENT AGREEMENT WITH MICHAEL ALWOOD / ATOLLETC, LLC, ORDINANCE NUMBER 334-08-25, FOR REDEVELOPMENT ASSISTANCE FOR THE PROPERTY LOCATED AT 302 E. ADAMS STREET, UTILIZING CENTRAL AREA TAX INCREMENT FINANCE FUNDS IN AN ADDITIONAL AMOUNT NOT TO EXCEED $44,570.00, FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT

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

WHEREAS, the City Council previously passed ordinance 334-08-25 authorizing a Redevelopment Agreement with Michael Alwood / Atolletc, LLC for use of Central Area tax increment financing funds in the amount of $182,979.00 for redevelopment of the property located at 302 E. Adams Street ("The Project"); and

WHEREAS, the Project costs have increased since the Agreement was originally approved; and

WHEREAS, it is necessary to amend ordinance 334-08-25 and authorize an additional payment of $44,570.00, and for a total amount not to exceed $227,549.00 to be used for façade rehabilitation at 302 E. Adams Street located in the Central Area TIF; and

WHEREAS, all other terms and conditions of the ordinance and agreement authorized by ordinance 334-08-25, not in conflict with this ordinance and amendment, shall remain in full force and effect; and

WHEREAS, a copy of Amendment "1" shall be on file in the Office of the City Clerk.

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

Section 1: That the City Council hereby approves execution of Amendment "1" to ordinance 334-08-25 and authorizes an additional payment of $44,570.00, and for a total amount not to exceed $227,549.00, to Michael Alwood / Atolletc, LLC, for the redevelopment of property located at 302 E. Adams Street, utilizing Central Area tax increment financing funds. The Mayor and City Clerk are authorized to execute the Redevelopment Agreement and any other necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is authorized to make additional payment of $44,570.00 for a total amount not to exceed $227,549.00 to Michael Alwood / Atolletc, LLC from account number 084-111-DEVL-SPAL-2110.

Section 3: That all other terms and conditions of the ordinance and agreement authorized by ordinance 334-08-25, not in conflict with this ordinance and addendum, shall remain in full force and effect.

Section 4: 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:

3-31-26
Office of Corporation Counsel /Date

Requested by: Mayor Misty Buscher

REDEVELOPER AGREEMENT

BETWEEN

THE CITY OF SPRINGFIELD, ILLINOIS AND ATOLLETC, LLC

THIS AGREEMENT, entered into on or as of the 25 day of September, 2025 by and between **CITY OF SPRINGFIELD, ILLINOIS,** a municipal corporation, by and through the Office of Planning and Economic Development (which together with any successor municipal corporation or public body hereinafter designated by or pursuant to law, is hereinafter called "City" or "Office of Planning and Economic Development"), exercising its governmental powers pursuant to the 1970 Constitution of the State of Illinois, and having its office at 800 East Monroe Street, Springfield, Illinois 62701, and **ATOLLETC, LLC** an Illinois limited liability company located at 15 S. Old State Capital Plz, 2nd Floor, Springfield, Illinois 62701, hereinafter called "Redeveloper".

WITNESSETH

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

WHEREAS, pursuant to the provisions of the Act, the City, has adopted a Tax Increment Redevelopment Plan and Project (hereinafter referred to as the "Plan") pertaining to the redevelopment of the Central Area Tax Increment Redevelopment Plan, a copy of which Plan is on file with the City Clerk of the City of Springfield; and

WHEREAS, the Redeveloper is a Limited Liability Company whose intent is to redevelop 302 East Adams Street for office space and 2 residential apartment units; and

WHEREAS, the Redeveloper has assembled financial commitments from private investments and local government, to pay for the purchase and redevelopment to accomplish the redevelopment of 302 East Adams Street; and

WHEREAS, in order to enable the City to achieve the objectives of the Plan in accordance with the uses set forth therein, the City intends to assist the Redeveloper in the rehabilitation of the aforesaid property; and

WHEREAS, the City believes that the project is in the best interest of the City and the health, safety, morals and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state, and local laws; and

WHEREAS, the Redeveloper has represented that it possesses the experience and qualifications to undertake this project and the City, therefore, deems it appropriate to enter into this Agreement with Redeveloper; and

WHEREAS, it is contemplated that pursuant to this Agreement, the City shall provide the

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ATTEST:

C. Redpath

Charles L. Redpath Sr., City Clerk

CITY OF SPRINGFIELD, ILLINOIS
A Municipal Corporation

By: _____
Misty Buscher, Mayor

REDEVELOPER:

ATOLLETC, LLC

By: _____
Michael Alwood, Manager

STATE OF ILLINOIS)
)
COUNTY OF SANGAMON)

On this 25 day of Sept, 2025, before me personally appeared Michael Alwood, known to me to be the person who executed the above and foregoing TIF Agreement and who this day represented to me that he is duly authorized to execute this Redevelopment Agreement and executed this TIF Agreement as his free act and deed, in his representative capacity, for the uses and purposes therein set forth.

Notary Public, State of Illinois
Official Seal
Kenneth Pinc
Commission # 1013148
My Commission Expires 7/7/2029

_____
Notary Public

2025-324

334-08-25

0000 108

AMENDMENT 1
REDEVELOPMENT AGREEMENT

THIS AGREEMENT entered into on the ____ day of _____, 2026 by and between CITY OF SPRINGFIELD, ILLINOIS, a municipal corporation, by and through the Office of Planning and Economic Development (which together with any successor municipal corporation or public body hereinafter designated by or pursuant to law, is hereinafter called "City" or "Office of Planning and Economic Development"), exercising its governmental powers pursuant to the 1970 Constitution of the State of Illinois, and having its office at 800 East Monroe Street, Springfield, Illinois 62701, and **ATOLLETC, LLC** an Illinois limited liability company located at 15 S. Old State Capital Plz, 2nd Floor, Springfield, Illinois 62701, hereinafter called "Redeveloper".

SECTION 2: PURPOSE OF AGREEMENT AND ASSISTANCE

B. Redevelopment Assistance to the Redeveloper

1. The City agrees, upon the terms and conditions in this Agreement, to provide Redevelopment Assistance in an amount not to exceed ~~One Hundred Eighty-Two Thousand Nine Hundred Seventy-Nine dollars ($182,979.00)~~ Two hundred one thousand two hundred seventy-six dollars and ninety cents ($201,276.90) of incurred costs to assist the Redeveloper with the Project. Redevelopment Assistance shall only be used by the Redeveloper for eligible expenses as proscribed in the Central Area Tax Increment Redevelopment Plan and the Tax Increment Allocation Redevelopment Act, as amended 65 ILCS 5/11-74.4-1, et seq.

2. The Redevelopment Assistance to be provided to the Redeveloper shall be as follows:

Reimbursement costs for installation of fire protection system, window restoration and pluming at 302 East Adams Street, in Springfield, Illinois.

All other terms and conditions remain the same.

ATTEST:

CITY:
CITY OF SPRINGFIELD, ILLINOIS
A Municipal Corporation

By: _____
Charles L. Redpath, Sr., City Clerk **Misty Buscher, Mayor**

STATE OF ILLINOIS)
) **SS.**
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public, in and for said County, if the State aforesaid, DO HEREBY CERTIFY that **Misty Buscher**, personally known to me to be the Mayor of the City of Springfield, and **Charles L. Redpath, Sr.**, personally known to me be the City Clerk of Springfield, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument as Mayor and as City Clerk of said Municipal Corporation, and caused the seal of said Municipal Corporation to be affixed thereto, pursuant to authority given by the corporate authorities of the City of Springfield for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 2026.

_____
Notary Public

Redeveloper: ATOLLETC, LLC

By: _____
Michael Alwood, Manager

STATE OF ILLINOIS)
)
COUNTY OF SANGAMON)

On this _____ day of _____, 2026, before me personally appeared Michael Alwood, known to me to be the person who executed the above and foregoing TIF Agreement and who this day represented to me that he is duly authorized to execute this Redevelopment Agreement and executed this TIF Agreement as his free act and deed, in his representative capacity, for the uses and purposes therein set forth.

_____
Notary Public

2026 102

ORDINANCE FACT SHEET

DATE OF 1st READING: 4/7/2026

CONTACT PERSON: Julia Griffin

OFFICE REQUESTING: OPED

PHONE NUMBER: 217.789.2377x5455

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

FISCAL IMPACT: $44,570.00 (Increase)

SUGGESTED TITLE: AN ORDINANCE AMENDING ORDINANCE NO. 334-08-25 REGARDING THE REDEVELOPMENT AGREEMENT AND TIF ASSISTANCE FOR 302 E. ADAMS STREET, SPRINGFIELD, ILLINOIS.

CONTRACTOR / VENDOR NAME: Michael Alwood / ATOLLetc, LLC **VENDOR NO:** 8903

CONTRACT TERM: May 15, 2026 **Change in Scope Yes** ☑ **No** ☐

CONTRACT AMOUNT: $182,979.00 (Original amount if change order) | 1 **Change Order #** | $44,570.00 **Additional Amount**

Method of Purchase (check one)

☐ Low Bid ☐ Other: ____

☐ Low Bid Meeting Specs ☐ Exception: ____

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

Previous Ord #'s 334-08-25

Is Purchasing Agent approval required? No ☐ Yes ☐

Is Purchasing Agent approval attached? No ☐ Yes ☐

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	084	111	DEVL	SPAL	2110	$227,549.00
2						
3						
4						

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

STAFF ANALYSIS

Work is being completed at 302 E Adams Street located within the Downtown Springfield TIF District. The project includes rehabilitation improvements such as installation of a fire protection system, window restoration, and additional security and construction work identified during the course of the project.

The original TIF assistance award for the project was $182,979.00. Additional costs identified during construction include $14,570.00 for Central Illinois Security and $30,000.00 for E.L. Pruitt.

The amended TIF request totals $227,549.00, representing an increase of $44,570.00 (approximately 24.4%) over the original award.

The total project cost remains $644,343.00, with the amended TIF assistance representing approximately 35.3% of the total project cost.

FUNDS CHECK BY: Courtney Hill **Date:** 03.24.2026

DIRECTOR / SUPERVISOR: Amy Rasing Digitally signed by Amy Rasing Date: 2026.03.20 09:24:41 -05'00' **Date:** ____

CITY PURCHASING AGENT: **Date:** 3/23/2026

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

The information supplied on this form is not confidential information.

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AN ORDINANCE AUTHORIZING EXECUTION OF A REDEVELOPMENT AGREEMENT AND THE ALLOCATION IN AN AMOUNT NOT TO EXCEED $560,550.00 WITH CHRIS NICKEL/DOG EARED, LLC FOR FINANCIAL ASSISTANCE FOR THE PROPERTY LOCATED AT 413-415 EAST ADAMS STREET UTILIZING CENTRAL AREA TAX INCREMENT FINANCE FUNDS THROUGH THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT

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

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

WHEREAS, Chris Nickel/Dog Eared, LLC ("Redeveloper") has acquired the property located at 413-415 East Adams Street; and

WHEREAS, the Redeveloper is requesting Central Area Tax Increment Finance funds in the amount of $560,550.00 for renovations to architectural and engineering design, steel fabrication and installation associated with foundation work, construction of a new façade, spanning the first through the third floors, and development of a patio area with supporting walls; and

WHEREAS, the total project cost of Phase 1 of 2 Phase is $747,400.00 and TIF represents 75% of those costs; and

WHEREAS, it is necessary to enter into a Redevelopment Agreement with Chris Nickel/Dog Eared, LLC; and

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

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

Section 1: That the City Council hereby approves a redevelopment agreement with Chris Nickel/Dog Eared, LLC for use of Central Area Tax Increment Finance funds in the amount of $560,550.00 which will be used for renovations to architectural and engineering design, steel fabrication and installation associated with foundation work, construction of a new façade, spanning the first through the third floors, and development of a patio area with supporting walls for the property located at 413-415 East Adams Street.

Section 2: That the Office of Budget and Management is authorized to make payment not to exceed $560,550.00 to Bruce Beeman, upon satisfactory completion of the project from account number 084-111-DEVL-SPAL-2110.

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

PASSED: _____, 2026

RECORDED: _____, 2026

ATTEST: _____
City Clerk Charles L. Redpath Sr.

SIGNED: _____, 2026

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

4-1-26
Office of Corporation Counsel /Date

Requested by: Mayor Misty Buscher

REDEVELOPER AGREEMENT

BETWEEN

THE CITY OF SPRINGFIELD, ILLINOIS AND DOG EARED LLC

THIS AGREEMENT, entered into on or as of the _____day of_____, 2024 by and between **CITY OF SPRINGFIELD, ILLINOIS,** a municipal corporation, by and through the Office of Planning and Economic Development (which together with any successor municipal corporation or public body hereinafter designated by or pursuant to law, is hereinafter called "City" or "Office of Planning and Economic Development"), exercising its governmental powers pursuant to the 1970 Constitution of the State of Illinois, and having its office at 800 East Monroe Street, Springfield, Illinois 62701, and **DOG EARED LLC**, an Illinois Limited Liability Company located at 413 E. Adams Street, Springfield, Illinois 62701, hereinafter called "Redeveloper".

WITNESSETH

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

WHEREAS, pursuant to the provisions of the Act, the City, has adopted a Tax Increment Redevelopment Plan and Project (hereinafter referred to as the "Plan") pertaining to the redevelopment of the Central Area Tax Increment Redevelopment Plan, a copy of which Plan is on file with the City Clerk of the City of Springfield; and

WHEREAS, the Redeveloper is a Limited Liability Company whose intent is to redevelop 413 & 415 E. Adams Street for retail and residential space; and

WHEREAS, the Redeveloper has assembled financial commitments from private investments and local government, to pay for the Phase 1 redevelopment of 413 & 415 E. Adams Street; and

WHEREAS, in order to enable the City to achieve the objectives of the Plan in accordance with the uses set forth therein, the City intends to assist the Redeveloper in the rehabilitation of the aforesaid property; and

WHEREAS, the City believes that the project is in the best interest of the City and the health, safety, morals and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state, and local laws; and

WHEREAS, the Redeveloper has represented that it possesses the experience and qualifications to undertake this project and the City, therefore, deems it appropriate to enter into this Agreement with Redeveloper; and

WHEREAS, it is contemplated that pursuant to this Agreement, the City shall provide the

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Redeveloper financial assistance in a total amount not to exceed Five Hundred Sixty Thousand, Five Hundred Fifty dollars ($560,550.00), which is approximately 75% of costs to be incurred, to assist Redeveloper with the Phase 1 redevelopment of 413 & 415 E. Adams Street to accomplish these purposes on the aforementioned property utilizing tax increment financing in accordance with the Act; and

WHEREAS, the Redeveloper is willing to develop the Site upon the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual obligations of the parties hereto, each of them does hereby covenant and agree as follows:

SECTION 1: DEFINITIONS

A. Definition of Terms

Certain terms used in this Agreement shall have the following meanings unless their content or use clearly indicates otherwise. Other terms may also be defined elsewhere in this Agreement.

"Act" means the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74 .4-1, et seq., and as it amended and supplemented from time to time.

"Agreement" means this Redeveloper Agreement and all addenda and exhibits hereto.

"Authorized Representative" means such person as from time to time designated to act on behalf of the Redeveloper in a written certificate furnished to the Office of Planning and Economic Development, containing the specimen signature of such person and signed on behalf of the Redeveloper by a corporate officer or partner or other representative, as appropriate. Such certificate may designate an alternate or alternates.

"City" means the City of Springfield, Illinois.

"Plan" or "Development Plan" shall have the meaning set forth in the preamble to this Agreement.

"Project" means: the Phase 1 redevelopment of 413 & 415 E. Adams Street, Springfield, Illinois, including architectural and engineering design; steel fabrication; steel and foundation installation; construction of a new façade on the first, second, and third floors; and installation of a patio area and patio walls in accordance with the terms and conditions of this Agreement and the law.

"Project costs" means only those costs as specified in the particular provision.

"Redeveloper "means Dog Eared LLC, an Illinois Limited Liability Company, and its successors.

"Redevelopment Assistance", sometimes "Assistance", means any payments to be made to Redeveloper from available tax increment funds for the Project.

"Site" means the real property located at 413 & 415 E. Adams Street, Springfield, Illinois,

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at which the Project is to be located.

B. Construction of Words

The words "hereof," "herein," "hereunder," and other words of similar import refer to this Agreement as a whole.

Unless otherwise specified, references to articles, sections and other subdivisions of this Agreement are to the designated articles, sections and other subdivisions of this Agreement as originally executed.

The headings of this Agreement are for the convenience of reference only and shall not define or limit the provisions hereof.

SECTION 2: PURPOSE OF AGREEMENT AND ASSISTANCE

A. Purpose of Agreement

The purpose of this Agreement is to provide funds to the Redeveloper in order to complete the Project at the Site consistent with the terms and conditions of this Agreement. Only work that is reimbursed with the Redevelopment Assistance shall be governed by this Agreement.

B. Redevelopment Assistance to the Redeveloper

1. The City agrees, upon the terms and conditions in this Agreement, to provide Redevelopment Assistance in an amount not to exceed Five Hundred Sixty Thousand, Five Hundred Fifty dollars ($560,550.00) to assist the Redeveloper with the Project. Redevelopment Assistance shall only be used by the Redeveloper for eligible expenses as proscribed in the Central Area Tax Increment Redevelopment Plan and the Tax Increment Allocation Redevelopment Act, as amended 65 ILCS 5/11-74.4-1, et seq.

2. The Redevelopment Assistance to be provided to the Redeveloper shall be as follows:

Reimbursement for Phase 1 costs of redeveloping 413 & 415 E. Adams Street, in Springfield, Illinois, including architectural and engineering design; steel fabrication; steel and foundation installation; construction of a new façade on the first, second, and third floors; and installation of a patio area and patio walls.

3. All Assistance to the Redeveloper Parties shall only be provided upon City approval of cost receipts, other supporting information and lien waivers submitted to City by the Redeveloper. Redeveloper shall submit requests for reimbursement (i) upon 33% completion of the Project, (ii) upon 66% completion of the Project, and (iii) after completion of the Project and with a certificate of occupancy, in requisitions containing verified bills or statements of suppliers, contractors, or professionals together with appropriate lien waivers for the work for which reimbursement is being requested. Within 30 days of receipt of a request for reimbursement, City shall either (i) approve the bills for reimbursement, or (ii) notify Redeveloper in writing of any bills disapproved for reimbursement with an explanation provided to Redeveloper so that Redeveloper may cure any defects and resubmit disapproved bills for reimbursement. In the event the City determines Tax Increment Available Funds are insufficient to pay or reimburse any approved

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projects from Central Area TIF Special Allocation Fund due to funds not yet received from expected tax increments, all payments and reimbursements will resume at such time, in a chronological sequence payable to specific project submission requests that meet the required conditions of each specific applicable redevelopment agreement (such as lien waivers, certified payroll, etc.), as the Central Area TIF Special Allocation Fund accumulates fund sufficient to enable payment or reimbursement as determined by the City. Redeveloper shall fulfill all contingencies and request payment or reimbursement within 12 months of the date this Agreement is signed by the City. An extension may be granted upon mutual agreement of the Parties. If funds are not accessed within the 12 month period, or mutually agreed upon extension, the City has the right to terminate or suspend the Assistance and the ordinance. This Agreement does not authorize an expenditure of City funds in excess of the amount authorized by the City Council unless the City Council specifically approves an additional expenditure. Redeveloper agrees and acknowledges that absent such prior approval, it proceeds at its own risk with no guarantee of payment if the amount billed to the City exceeds the amount authorized by the City Council.

C. Undertaking of Redeveloper

The Redeveloper agrees to redevelop 413 & 415 E. Adams Street in accordance with the law and this Agreement. The Redeveloper further agrees to invest gross funds in sufficient amounts to complete the Project.

SECTION 3: CONDITIONS PRECEDENT TO RECEIVING TIF ASSISTANCE

Prior to receiving Redevelopment Assistance, the Redeveloper shall furnish to the Office of Planning and Economic Development, the following, all to be satisfactory to the Office of Planning and Economic Development in both form and substance:

A. All applicable organization documents and filings for the Redeveloper and all resolutions necessary to effect the obligations of the Redeveloper pursuant to this Agreement;

B. Plans, including an updated Site Development Cost Analysis, including bids and estimates for work to be performed, showing all projected costs incidental to completion of the work along with a proposed completion schedule shall be submitted to the Office of Planning and Economic Development no later than sixty (60) days after the signing of this Agreement, unless an extension is granted by mutual agreement. All work to be performed shall be let by sealed competitive bidding and shall follow the procedures outlined in Chapter 38 of the City of Springfield, Illinois Code of Ordinances, 1988, as amended. In the event that Redeveloper desires to perform the work itself, it shall obtain three (3) estimates from the other contractors. Redeveloper then shall charge its total costs in an amount not to exceed the lowest bid. In the event Redeveloper performs the work pursuant to this paragraph, Redeveloper shall still be required to submit to the City all invoices, timesheets, and receipts verifying performance of the work. In all cases, Redeveloper shall retain a copy of all bids and/or estimates received for a period of five (5) years from completion of the Project. The City shall be allowed reasonable access to all such bids and/or estimates.

C. Firm commitments for financing necessary to complete the Project, from sources and in the form acceptable to the Office of Planning and Economic Development, or a demonstration of financial capacity sufficient to complete the Project;

D. Internal Revenue Service taxpayer identification number for the Redeveloper;

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E. If applicable, a Certificate of Authority to do business in the State of Illinois;

F. Registration of Redeveloper, contractors and subcontractors through EPrism software for the reporting of Prevailing Wage.

G. Documentation and verification that Redeveloper has paid State Prevailing Wage;

H. Copies of all contracts, itemized invoices and paid receipts to verify expenses for the project. All receipts must be separated by specific project;

I. No debts or money owed to the City, no outstanding City violations, and no City liens against the Site In the event there is debt or money owed to the City, or there are City liens against the Site, the Redeveloper shall have a valid repayment agreement with the City in writing, which is current on all payments and not past due or in arrears of any payments owed pursuant to the terms of said repayment agreement. Any new repayment agreement entered into as a result of this Agreement, shall be made in equal installments for a period not to exceed six (6) months after the expiration of this Agreement. Any such new repayment agreement which exceeds $5,000 shall be approved by the Office of Corporation Counsel; and

J. Such other documents, resolutions and other items reasonably required by the City, including copies of all project labor agreements for the Project (if applicable).

Redeveloper shall be entitled to make periodic requests for reimbursement, as long as all conditions precedent are met and Redeveloper is not in breach of any of the terms of this Agreement.

SECTION 4: REDEVELOPER'S OBLIGATIONS AND RIGHTS

A. Conformance to Federal, State and Local Requirement

All work shall conform with all applicable Federal, State and local laws, regulations, and ordinances including but not limited to building codes, prevailing wage laws, subdivision, zoning and life safety codes.

B. Changes Project

If, during the course of initial rehabilitation, the Redeveloper desires to make any changes in any portion of the Project which materially affects the appearance, function, or implementation of the Project, the Redeveloper shall submit the proposed change to the City Council for its approval. All other changes must be submitted to the Office of Planning and Economic Development for approval under this Agreement, and a response to such changes shall be given to Redeveloper within ten (10) days. Any approval in changes by the City Council or Office of Planning and Economic Development shall not constitute approval of any plans that are already or are required to be approved by the Building and Zoning Department for compliance with life, health, safety, building, and zoning regulations.

C. Time Limitations

The Project shall commence no later than thirty (30) days after receipt of a building permit

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from Building and Zoning, and it shall be completed no later than April 1, 2027, unless otherwise mutually agreed to in writing by the Parties. All invoices and paid receipts shall be submitted to the City within 3 months after completion of the Project, unless otherwise mutually agreed to in writing by the Parties.

D. Commencement and Completion Requirements

The Redeveloper agrees for itself, and its successors, that it shall promptly begin and diligently prosecute the completion of the Project.

E. Progress Reports

Until completion of the Project has been made, the Redeveloper shall make progress reports to the Office of Planning and Economic Development on a bi-monthly basis in such detail as may be reasonably requested by the Office of Planning and Economic Development. Such progress reports may take the form of an AIA Contractor's Affidavit or by any other means approved by the Office of Planning and Economic Development.

F. Redeveloper's Responsibility

It is expressly understood that the Redeveloper shall bear the sole responsibility of completing the Project in an appropriate manner consistent with the Development Plans and consistent with all other requirements of this Agreement. Redeveloper agrees that all work must be completed in conformity with applicable building and zoning laws of the City.

G. No Obligations of City of Springfield

The Redeveloper acknowledges and understands that the City shall not have any obligation to complete the Project, expressly including any environmental clean-up which may be required under any environmental laws or regulations. The Redeveloper also acknowledges and understands that this Agreement does not result in any contractual obligation by the City for approval of permits, licenses, plans, etc. that may be necessary for completion of the Project. The Redeveloper further acknowledges and understands that the City is not responsible or liable for any potential tax implications which may arise as a result of receiving grant funds. To the extent you are concerned about tax implications, you should consult a tax professional.

H. Certificate of Completion

Promptly after completion of the Project, Redeveloper shall provide to the Office of Planning and Economic Development a Certificate of Final Completion executed by Redeveloper, certifying that the Project has been completed in accordance with the approved plans and specifications, and has been performed in a good and workmanlike manner and in accordance will all applicable governmental requirements. Said Certificate may be executed by Redeveloper's designated project architect only if Redeveloper provides to the City written authorization of such designation. If the Office of Planning and Economic Development disputes the sufficiency or accuracy of the Certificate of Final Completion, the Office of Planning and Economic Development shall, within thirty (30) days after receipt of such Certificate, provide Redeveloper with a written statement indicating in what respects Redeveloper has failed to perform the relevant work in accordance with the provisions of

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this paragraph.

I. Recapture of Grant Funds

If the Redeveloper does not comply with this Agreement, the Redeveloper shall, within thirty (30) days of notice of default by the City, repay to the City the amount of any funds disbursed. The City shall have the right to enforce this Agreement by an action at law or in equity, for any form of relief that may be available under Federal, State or local law including recapture of all grant proceeds disbursed.

J. Lien Waivers & Prevailing Wage

1. This Agreement calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* ("the Prevailing Wage Act"). The Prevailing Wage Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For more information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: http:// www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Prevailing Wage Act, including but not limited to, all wage, notice and record keeping duties. Redeveloper expressly agrees that any construction or rehabilitation work performed using TIF funds shall be performed at a rate of employee pay (whether the Project is contracted or subcontracted to third parties) equal to and consistent with the rates established for Sangamon County under the Illinois prevailing wage law. All contracts issued for such work shall expressly contain the requirements of this provision. All contracts for construction pursuant to the construction work shall provide that all contractors and subcontractors furnish contractor's affidavits in the form provided by state statute and that the waivers of lien be required for all payments made, and Redeveloper agrees to require all contractors and subcontractors to comply with the requirements of the Prevailing Wage Act, this Agreement and the state Prevailing Wage Act.

2. All requests for interpretations of or determinations concerning the applicability of the Prevailing Wage Act must be directed to the Illinois Department of Labor.

3. Redeveloper, contractors and subcontractors who are parties to contracts involving public works projects must submit certified payroll records on a monthly basis to the City pursuant to 820 ILCS 130/5 *et seq.*, as amended. Redeveloper, contractors and subcontractors must also submit a certification of the following with each submission: (1) the records are true and accurate, (2) The hourly rate paid is not less than the general prevailing rate in Sangamon County, Illinois, and (3) s/he is aware that filing a certified payroll knowing such to be false is unlawful. At the same time as submitting the certified payroll records as described above, Redeveloper, contractors and subcontractors shall also submit a second set of certified payroll records where the following information has been redacted/blackened out/removed: social security number, driver's license number, employee identification number, biometric identifiers, personal financial information, passwords or other access codes, medical records, home and personal telephone numbers, personal email addresses, home address and personal license plates. All certified payroll records and certifications shall be submitted and reported through EPrism software. Redeveloper, contractors

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and subcontractors must register and report Prevailing Wage through EPrism in order to receive reimbursement.

4. If the information provided reasonably shows a violation of the Prevailing Wage Act, then the City shall notify the bidder of the possible violation by certified mail. If the Redeveloper does not cure the violation, or provide the City with sufficient information demonstrating compliance with the Prevailing Wage Act within five business days of receipt of the written notice of possible violation, then the City, after consulting with the Office of Corporation Counsel, shall refer this matter to the Illinois Department of Labor for the purpose of conducting an investigation and hearing to determine whether a violation has occurred.

5. It is a mandatory requirement upon the Redeveloper or its Construction Manager to post the applicable Prevailing Wage Rates for each craft or type of work or mechanic needed to execute the contract, project, or work to be performed, (820 ILCS 130/4 *et. seq.*).

6. Pursuant to section 38.15 of the City Code, public works projects in excess of $50,000 require a project labor agreement.

K. Disclosure of Information

Redeveloper shall provide the City the following:

1. A complete, accurate and truthful listing and description of all citations, complaints, summons, decisions, determinations, judgments, or other allegations or findings relating to any violation of state or federal laws, which protect the health, safety, or welfare of workers, including but not limited to the Occupational Health and Safety Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the National Labor Relations Act, the Federal Civil Rights Act, the Illinois Human Rights Act, the Illinois Wage and Hour Law, and the Prevailing Wage Act, filed against it or any entity, including joint ventures and partners, and also including parent and subsidiary corporations or entities; and

2. A statement that the Redeveloper and each contractor (including sub-contractors) performing work for the Project are a participant in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.

3. A statement that the Redeveloper and each contractor (including sub-contractors) performing work for the Project have not been found by the Illinois Department of Labor to be in violation of the Prevailing Wage Act within the two year period.

4. If any of the information above is found to be inaccurate, then the City may, at its sole option and in its sole discretion, terminate this Agreement. Under such circumstances, any and all TIF Assistance provided shall be immediately returned to the City.

L. Outstanding Violations and Debts to the City

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The Redeveloper agrees during the term of this Agreement to remain current on any valid repayment agreement with the City and not past due or in arrears of any payments owed pursuant to the terms of said repayment agreement; maintain the Site in good condition, free from any new or addition City violations; and free from any new or additional City liens against the Site.

In the event the Redeveloper breaches a valid repayment agreement with the City and becomes past due or in arrears of any payments owed pursuant to the terms of said repayment agreement, or otherwise incurs any new or additional debt to the City during the term of this Agreement, the City shall be entitled to withhold any payment of funds pursuant to Section 37.17 of the City Code.

SECTION 5: REPRESENTATIONS OF THE REDEVELOPER

The Redeveloper represents, warrants and agrees as the basis for the undertakings on its part herein contained as follows:

A. Organization and Authorization

The Redeveloper represents and warrants that it is qualified to do business in the State of Illinois and has power to enter into and by proper action have been duly authorized to execute and deliver this Agreement.

B. Non-Conflict or Breach

The Redeveloper represents and warrants that the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement, do not conflict with or result in a breach of any of the terms, conditions, or provisions of any restrictions, agreement or instrument to which it is now a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon the Site or upon any assets of it under the terms of any instrument or agreement to which it is now a party or by which it is bound.

C. Restriction on Redevelopment Assistance Funds

None of the funds will be used to provide working capital for the Redeveloper within the meaning of Section 103(b) of the Internal Revenue Code and the Regulations promulgated thereunder.

D. Non-Impairment of Federal Income Tax Exemption

The Redeveloper will not cause the funds to be utilized in such a manner as to, or take any action which would impair the exemption from federal income taxation of the interest on outstanding bonds, issued, or to be issued by the City.

E. Certifications

The Redeveloper certifies that no person directly associated with the Project has been

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convicted of a felony, or, if so convicted, at least five years have passed since completion of sentence as of the effective date of this Agreement, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the Redeveloper. 30 ILCS 500/50-10.

The Redeveloper certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the Redeveloper has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five years prior to the date of the bid contract. The Redeveloper acknowledges that the City shall declare this Agreement void if this certification is false.

The Redeveloper certifies that they are not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If Redeveloper has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and are in compliance with that agreement, Redeveloper shall so state.

SECTION 6: ADDITIONAL COVENANTS OF THE REDEVELOPER

A. Redeveloper's Existence; Operation of the Site

The Redeveloper and its successors and assigns will at all times operate or continue the operation of the Site so that it constitutes a "redevelopment project" within the meaning of the Act and in accordance with the Central Area Tax Increment Redevelopment Plan.

B. Indemnification Covenants

The Redeveloper agrees for themselves, successors and assigns, to indemnify defend and hold the City and its officers and employees harmless against all claims by or on behalf of any person, firm or corporation, arising (i) from the conduct or management of, or from any work or thing done on, or any work or activity connected to the Site; (ii) any breach or default on the part of the Redeveloper or its successors or assigns in the performance of any of its obligations under or in respect of this Agreement; (iii) any act or omission, including negligence, of the Redeveloper or any of its agents, contractors, servants, employees or licensees; (iv) any violation by the Redeveloper or its successors or assigns of any laws, statutes, easements, conditions, restrictions, building regulations, zoning ordinances, environmental statutes and regulations or land use regulations affecting the Site or the Project; (v) any act or omission, including negligence, of any assignee, lessee or sublessee of the Redeveloper, or any agents, contractors, servants, employees or licensees of any assignee, lessee, or sublessee of the Redeveloper; (vi) any violation by the Redeveloper of state or federal securities law in connection with the offer and sale of shares, memberships or partnerships in the Redeveloper or any part of the Site; or (vii) any performance by the City of any act requested by the Redeveloper or its successors and assigns other than willful misconduct of the City. The Redeveloper agrees to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made or action brought based upon any such claim in respect of which indemnity may be sought against the Redeveloper, upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Redeveloper shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and

expenses of such counsel shall be at the expense of the City unless the employment of the counsel has been specifically authorized by the Redeveloper.

C. Fees

The Redeveloper will pay and keep current all City fees in the nature of sewer user fees, permit fees and the like, that may from time to time apply to the Site, provided, however, said party may, after giving notice to the City, and after posting bond or other security satisfactory to the City in its reasonable judgment, at its own expense, contest in good faith such fees in which event it may permit such fees to remain unpaid during the period of such contest and any appeal therefrom.

D. Use Maintenance

Redeveloper will use the Site consistent with the Plan. The Redeveloper shall also maintain the Project as provided herein.

E. Taxes

During the existence of the Tax Increment Financing District, the Redeveloper will not protest any real estate assessments or real estate taxes on the Site without the express written consent of the Mayor or their designee. It is expressly intended that the covenant made in this Section shall be a covenant remaining with the land for the benefit of and enforceable by the city.

F. Participate in Hearing

The Redeveloper will participate in any public hearing(s) necessary for the implementation of the Plan as related to this Project.

G. Payment of Taxes

During the term of this Agreement, the Redeveloper shall promptly pay all real estate taxes and sales taxes.

H. Record Memorandum

The Redeveloper will execute a memorandum of this Agreement to be recorded in the records of the Office of the Recorder of Deeds, Sangamon, County, Illinois, indicating in substance that the Site is subject to the terms and conditions of this Agreement.

I. Conveyances

1. The Redeveloper will not transfer or assign all or any part of its interest, except for collateral purposes when and if required by Redeveloper's commercial lender, in this Agreement without the express written consent of the City's mayor or his/her designee, such consent shall not be unreasonably withheld.

2. During the existence of the Tax Increment Financing District, the Redeveloper agrees that all conveyances shall be to persons and/or legal entities, which are not exempt from ad valorem

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taxes levied against taxable real property located at the Site.

J. Insurance

The Redeveloper agrees to maintain all necessary insurance with respect to the site in sufficient amount to protect both the interests of the City and Redeveloper to and on the site. Redeveloper and his insurer shall weigh the risks and determine an amount sufficient to meet this obligation.

K. Maintenance and Repair

The Redeveloper agrees that it shall keep, maintain and repair in good fashion the improvements to be constructed on the Site.

L. No Damages for Delay

The Redeveloper agrees to make no claim for damages for delay in the performance of this Agreement occasioned by any act or omission to act of the City or any of its representatives, or because of any injunction which may be brought against the City or its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the Project as provided herein.

SECTION 7: COMMENCEMENT AND COMPLETION

A. Commencement and Completion

The Redeveloper shall cause the Project to be commenced and to be completed with due diligence and in good faith, and without delay. Redeveloper shall cause the Project to be completed in a good and workmanlike manner in accordance with, and in all respects compliant with, all applicable laws, rules, permits, requirements, and regulations of any governmental agency or authorities having or exercising jurisdiction over the Site including all environmental statutes and regulations.

B. Contract Prohibitions

Unless otherwise previously agreed by the City in writing, all contracts let by Redeveloper or Redeveloper contractor in connection with the Project shall contain a prohibition against any material change in the plans without the Office of Planning and Economic Development's prior written consent being had thereto, which consent shall not be unreasonably withheld.

SECTION 8: LIABILITY INSURANCE

Prior to any disbursement from the TIF Assistance, Redeveloper or Redeveloper's contractor shall procure and deliver to the City and shall maintain in full force and effect until each and every one of the obligations of Redeveloper contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and during any period of construction, demolition and/or rehabilitation, contractor's liability insurance under the comprehensive liability insurance to be not less than One Million Dollars ($1,000,000) each occurrence and Five Million Dollars ($5,000,000) total, and worker's compensation insurance with employer's liability coverage, all such policies to be

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in such form and issued by such companies as shall have been approved in writing by City (which approval shall not be unreasonably withheld) to protect City and Redeveloper against any liability incidental to the use of or resulting from any accident occurring in or about the Site or the demolition and site preparation work, the improvements or the construction and improvements thereof. Each such policy shall contain an affirmative statement by the issuer to give written notice to City at least thirty (30) days prior to any cancellation or amendment of its policy and shall name the City as an additional insured.

SECTION 9: RIGHTS OF INSPECTION: AGENCY

The City or its designee shall have the right at any time and from time to time during business hours upon prior reasonable notice to enter upon the Site for the purposes of inspection provided that the City and its agents shall not interfere with the Project and shall abide by the rules of the Redeveloper or its contractor or subcontractors for the protection of workers or visitors, and to ensure compliance with applicable laws. If the City, in its reasonable judgment, determines that any work and materials are not in conformity with the Plans as the same were theretofore approved in writing by City, or with any applicable laws, regulations, permits, requirements or rules of any governmental authority having or exercising jurisdiction thereover or not otherwise in conformity with sound building practice, City shall promptly notify Redeveloper in writing of same and the Redeveloper shall cause such deficiency to be corrected.

SECTION 10: EVENTS OF DEFAULT AND REMEDIES

A. Events of Default

The following shall constitute Events of Defaults with respect to this Agreement:

1. Representations

If any material representation made by the Redeveloper or the City in this Agreement, or in any certificate, notice, demand or request made by a party hereto, in writing and delivered to another party hereto pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or

2. Breach

Default in the performance or breach of any covenant, warranty or obligation of a party in this Agreement or in any other instrument executed by the Redeveloper to the benefit of City and continuance of such default or breach for a period of thirty (30) days after another party hereto has given written notice thereof to such defaulting party hereto unless the other parties hereto shall agree to an extension of such time; or

3. Involuntary Bankruptcy

The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of a party hereto in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or

similar official) of a party hereto for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days; or

4. Voluntary Bankruptcy

The commencement by a party hereto of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by any such entity to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of the Redeveloper or of any substantial part of such entity's property, or the making by an such entity of any assignment for the benefit of creditors or the failure of the Redeveloper in furtherance of any of the foregoing.

B. Remedies on Default

1. Specific Performance or Damages

Upon the occurrence of any Event of Default, the City may institute such proceedings as may be necessary or desirable at its option to cure or remedy such default or breach, including but not limited to, proceedings to compel specific performance by the Redeveloper in default or breach of its obligations. Redeveloper hereby waives any right to claim: consequential, exemplary, equitable, loss of profits, punitive or tort damages.

2. Restore Positions

In case any party hereto shall have proceeded to enforce its right under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the said moving party, then and in every such cause the Redeveloper and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Redeveloper and the City shall continue as though no such proceeding have been taken.

C. Agreement to Pay Attorney's Fees and Expenses

In the event Redeveloper should default under any of the provisions of this Agreement and City incurs expenses for the collection of payments due under this Agreement or the enforcement of any obligation under this Agreement, the Redeveloper agrees that the City will be entitled to attorney fees and it will on demand therefore pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

D. Non-Payment of Real Estate Taxes or Sales Taxes

In the event that real estate taxes or sales and use taxes owed by the Redeveloper is not paid within thirty (30) days from the date that said taxes are due and owing during the term of this Agreement, the City, may, at its option, (a) make payment to the special tax allocation fund pertaining to the Redevelopment Project Area in which the Site is located a sum in the amount equal to the sum which the special tax allocation fund would have received from the real property taxes or sales and use taxes had the real estate taxes or sales and use taxes been paid, or (b) make payment

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of the real property taxes due and owing on the Site. The amounts so advanced by the City shall be immediately due and owing from the Redeveloper to the City and shall bear interest from the date of payment at the rate of local prime as stated by Bank of Springfield on a per annum basis until paid. The City shall have a lien against the Site for all amounts paid together with interest and all expenses incurred in the recovery of said amounts. The City may bring such actions as it may deem appropriate to enforce payment and/or foreclose the lien against the Site.

SECTION 11: OTHER RIGHTS AND REMEDIES OF CITY: NO WAIVER BY DELAY

A. No Waiver by Delay

Any delay by either Party in instituting or prosecuting any actions or proceedings or otherwise asserting its right under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that neither Party shall be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default involved; nor shall any waiver in fact made by either Party hereto with respect to any specific default under this Section be considered or treated as a waiver of the rights of that Party, with respect to any other defaults under this Section or with respect to any defaults under any Section in this Agreement or with respect to the particular default, except to the extent specifically waived in writing.

For the purposes of any of the provisions of this Agreement neither the City nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the completion of the Project for redevelopment or progress in respect thereof, in the event of forced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state, or local government, acts of the other party, fires, floods, epidemics, quarantine restrictions, labor disturbances (including strikes or lockouts or concerted activities), embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Redeveloper with respect to completion of work, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section within thirty (30) days after the beginning of any such forced delay, shall have first notified the other party therefore in writing, of the cause or causes thereof, and requested an extension of the period of enforced delay. Such extensions of schedule shall be agreed in writing by the parties hereto.

B. Rights and Remedies Cumulative

The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same default or breach by the defaulting party.

SECTION 12: DELAY IN PERFORMANCE

For the purposes of any of the provisions of this Agreement neither the City nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or

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default in, its obligations with respect to the completion of the Project for redevelopment or progress in respect thereof, in the event of enforced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state, or local government, acts of the other party, fires, floods, epidemics, quarantine restrictions, labor disturbances (including strikes or lockouts or concerted activities), embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Redeveloper with respect to completion of work, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section within thirty (30) days after the beginning of any such forced delay, shall have first notified the other party therefore in writing, of the cause or causes thereof, and requested an extension of the period of enforced delay. Such extensions of schedule shall be agreed in writing by the parties hereto.

SECTION 13: EQUAL EMPLOYMENT OPPORTUNITY

The Redeveloper, for itself and its successors and assigns, agree that during the completion of work provided for in this agreement that the following will apply:

A. Non-Discrimination

The Redeveloper and its contractor and subcontractors shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, ancestry, marital status, sexual orientation, or handicap unrelated to ability or national origin. The Redeveloper and its contractor and subcontractors shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, ancestry, marital status, sexual orientation, or handicap unrelated to ability or natural origin. Such action shall include but not limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship, the Redeveloper and/or its contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non- discrimination clause.

B. Advertising

The Redeveloper and its contractor and subcontractors shall in all solicitation or advertisements for employees placed by or on behalf of the Redeveloper or its contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, ancestry, marital status, sexual orientation, or handicap unrelated to ability or national origin.

C. Non-Compliance

In the event of the Redeveloper non-compliance with the non-discrimination clause of this Section, the City may cancel, terminate or suspend this Agreement in whole or in part.

D. Mandatory Inclusions of Provisions

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The Redeveloper shall include the provisions of Subsections "A" and "B" of this Section in every contract or purchase order, and will require the inclusions of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor, subcontractor, or vendor as the case may be.

SECTION 14: TITLES OF ARTICLES AND SECTIONS

Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of references only and shall be disregarded in construing or interpreting any of its provisions.

SECTION 15: CONFLICT OF INTEREST

Unless otherwise specifically authorized by the City Council, no member, officer, or employee of the City or its designees or agents and no member of the governing body of the City during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, with the respect to which this Agreement shall apply.

SECTION 16: DRAFTS NOT OFFER

No draft of or negotiations regarding this Agreement shall be construed to constitute an offer any party hereto, and no party shall be obligated in connection with the matters stated herein until this Agreement has been executed and delivered by all parties hereto.

SECTION 17: SEVERABILITY

If any provisions of this Agreement are found to be illegal, invalid or unenforceable, the remainder of this Agreement shall not be affected by such finding, and the parties shall negotiate in good faith to agree upon a substitute provision, which substitute provision shall provide to the extent possible under applicable law, the benefits expected to be derived by the parties under this Agreement.

SECTION 18: WRITTEN AMENDMENT REQUIRED: ENTIRE AGREEMENT

No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the party or parties to be bound by such change. This Agreement and the Exhibit (s) hereto contain the entire agreement between the parties.

SECTION 19: NOTICES

Any notice, request, demand, consent, approval or other communication required or permitted under this Agreement must be in writing and will be deemed to have been given when personally delivered or deposited in any depository regularly maintained by the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to the party for whom it is intended at the following address:

If to City to:	Office of Planning and Economic Development 800 East Monroe Street, Room 107 Springfield, Illinois 62701
With a copy to:	City's Corporation Counsel at: Office of Corporation Counsel Room 313 Municipal Center East 800 East Monroe Street Springfield, Illinois 62701
If to Redeveloper:	Dog Eared LLC Attention: Christopher L. Nickell 104 N. 6th Street Springfield, IL 62701

Any party may add additional addresses or changes its address for purposes of receipt of any such communication by giving five (5) days written notice of such change to the other parties in the manner prescribed in this Article.

SECTION 20: BINDING EFFECT

The covenants, conditions, representations, warranties and agreements contained in this Agreement will bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

SECTION 21: GOVERNING LAW

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

SECTION 22: COUNTERPARTS

If this Agreement is executed in two or more counterparts, each shall constitute one and the same instrument and shall be recognized as an original instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused their respective seals to be affixed and attested thereto as of the date first written above in this Agreement.

2026-199

ATTEST:

CITY OF SPRINGFIELD, ILLINOIS
A Municipal Corporation

By:_____
Misty Buscher, Mayor

_____
Charles L. Redpath Sr., City Clerk

REDEVELOPER:

DOG EARED LLC

By:_____
Christopher L. Nickell, Manager

STATE OF ILLINOIS)
)
COUNTY OF SANGAMON)

On this_____day of_____, 2026, before me personally appeared **Christopher L. Nickell**, known to me to be the person who executed the above and foregoing TIF Agreement and who this day represented to me that he is duly authorized to execute this Redevelopment Agreement and executed this TIF Agreement as his free act and deed, in his representative capacity, for the uses and purposes therein set forth.

_____
Notary Public

S:\Agreements\TIF Agreements\Central Area\413 & 415 E Adams St Redevelopment Agreement.docx

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ADDENDUM 2
MBE/FBE POLICY

The Project is an Annual Goal Contracts per Sections 38.03, 38.62 and 38.63 of the Springfield City Code. The Springfield Community Relations Commission sets annual participation goals for Minority-Owned Business Enterprises (MBEs) and Female-Owned Business Enterprises (FBEs) in these contracts. The City of Springfield is committed to encouraging and promoting the participation of MBEs and FBEs in the award of contracts and subcontracts. Redeveloper and its contractors and subcontractors shall comply with the requirements of Section 38.62 and 38.63 of the City of Springfield, Illinois Code of Ordinances, 1988, as amended.

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.

REDEVELOPER: DOG EARED LLC

By:_____
Christopher L. Nickell, Manager

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ADDENDUM 3
LOCAL LABOR WORK HOURS REQUIREMENT

The Project (a public works contract estimated in excess of $100,000) requires the total hours worked by persons on site of the Project by employees of Redeveloper and its contractors and subcontractors to be performed at least 50% by City residents. Redeveloper shall comply with the requirements of Section 38.16 of the City of Springfield, Illinois Code of Ordinances, 1988, as amended.

REDEVELOPER: DOG EARED LLC

By:_____
Christopher L. Nickell, Manager

0000-199

ORDINANCE FACT SHEET

DATE OF 1st READING: 04/07/2026

CONTACT PERSON: Julia Griffin

OFFICE REQUESTING: OPED

PHONE NUMBER: 217.789.2377x5455

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

FISCAL IMPACT: $560,550

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT AND THE ALLOCATION OF UP TO $560,550 IN REDEVELOPMENT ASSISTANCE FROM THE CENTRAL DOWNTOWN TIF FOR THE REHABILITATION OF 413-415 E ADAMS ST, SPRINGFIELD, ILLINOIS

CONTRACTOR / VENDOR NAME: Chris Nickel / Dog Eared LLC **VENDOR NO:** 7280

CONTRACT TERM: December 31, 2026 **Change in Scope Yes** ☐ **No** ☑

CONTRACT AMOUNT: $560,550
(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	084	111	DEVL	SPAL	2110	$560,550
2						
3						
4						

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

STAFF ANALYSIS

The project will be carried out at 413–415 E Adams Street, situated within the Downtown Springfield TIF District. Scope of work for this project includes architectural and engineering design, steel fabrication and installation with associated foundation work, construction of a new façade spanning the first through third floors, and development of a patio area with supporting walls.

This would be Phase One of a two-phase project:
Phase One: The total project cost is $747,400, with a TIF request of $560,550, covering 75% of Phase One costs.
Phase Two: The total project cost is $1,091,000, with no TIF request for this phase.

Upon completion of both phases, the total cost of the fully realized project will be $1,838,400.00

FUNDS CHECK BY: Courtney Meisel **Date:** 03-24-2026

DIRECTOR / SUPERVISOR: Amy Rasing Digitally signed by Amy Rasing Date: 2026.03.19 15:49:41 -05'00' **Date:** _____

CITY PURCHASING AGENT: _____ **Date:** 3/23/2026

SIGN OFF: _____ _____

(Mayor's Signature) (Director of OBM)

2026-199

The information supplied on this form is not confidential information.

AN ORDINANCE AMENDING CHAPTER 101, OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, PERTAINING TO HISTORIC SITES FOR UPDATES, CLARIFICATION, AND ADDING A 3-YEAR INSPECTION CYCLE FOR LANDMARKS, AS AMENDED

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

WHEREAS, Chapter 101 of the 1988 City of Springfield Code of Ordinances, as amended, pertains to Historic Sites; and

WHEREAS, it is necessary to amend chapter 101 to update, clarify and add a 3-year inspection cycle for landmarks.

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

Section 1: That the City Council hereby amends Chapter 101 of the 1988 City of Springfield Code of Ordinance, as amended, as follows:

SEE EXHIBIT A

Section 2: The City Clerk is hereby directed to publish this ordinance in pamphlet form.

Section 3: This ordinance shall become effective immediately after its passage and publication in pamphlet form.

PASSED: _____, 2026

RECORDED: _____, 2026

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

SIGNED: _____, 2026

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

_____ 4-1-26
Office of Corporation Counsel / Date

Requested by: Alderwoman Lakeisha Purchase

CHAPTER 101. - HISTORIC SITES

§ 101.01. - Definitions.

For the purposes of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Alterations. Any act or process requiring a building permit, fence permit, ~~wrecking~~ demolition permit, or sign permit for the reconstruction or moving of any improvement.

Archaeological sites. A concentration of material remains of past human life or activities of historic or prehistoric significance, that has been surveyed by a qualified archeologist, and a report by a qualified archeologist filed with the city or other state or federal governmental authority demonstrating the significance of the site and recommendations for the treatment of it.

Certificate of approval. A certificate issued by the commission to indicate its approval of a building permit, fence permit, ~~wrecking~~demolition permit, or sign permit to authorize the construction, alteration or demolition of property and improvements designated under this chapter.

Commission. The Springfield Historic Sites Commission.

Construction. Any act or process which requires a building permit, fence permit, ~~wrecking~~demolition permit, or sign permit for the erection of any improvement.

Demolition. Any act or process which destroys, in part or in whole, any improvement.

Exterior architectural feature. The architectural character, general composition, and the general arrangement of the exterior of an improvement, including the kind and texture of the building material and the type and character of windows, doors, light fixtures, signs, fences, and associated elements.

Historic district. A place or area designated as an historic district by ordinance of the city council according to the procedures prescribed in this Code, as well as a place or area designated as a historic district on the National Register of Historic Places by the Illinois State Historic Preservation Office or a National Historic Landmark by the Secretary of Interior.

Historic structure. Any structure or building designated as a landmark or located within an historic district established by ordinance of the city council according to the procedures and standards prescribed in this Code, as well as any building structure or building designated as a landmark or located within an historic district on the National Register of Historic Places by the Illinois State Historic Preservation Office or a National Historic Landmark by the Secretary of Interior.

Improvement. Any building, structure, monument, work of art, place marker, sign, parking facility, fence, light, gate, wall, steps, landscaping or other object constituting a physical addition to real property, or any part of such addition.

Landmark. Any property and/or improvement designated as a landmark by ordinance of the city council according to the procedures in this Code, as well as any building structure or building designated as a landmark on the National Register of Historic Places by the Illinois State Historic Preservation Office or a National Historic Landmark by the Secretary of Interior.

Owners of record. The person(s) whose name and mailing address appear on property tax records.

Reconstruction. Any act or process which changes one or more of the exterior architectural features of an improvement.

Springfield Historic Sites Register. As provided in section 101.05(b) of this chapter, the registry of landmarks and historic districts that have been designated for preservation by ordinance of the city council according to the procedures in this Code.

Unreasonable economic hardship. The condition whereby failure to issue a requested building permit, fence permit, ~~wrecking~~demolition permit, or sign permit on a landmark, or an improvement or area within an historic district, would amount to a taking of the owner's property without just compensation or, in the case of low-income owner(s), failure to issue such a permit would place an onerous and excessive financial burden upon such owner(s).

§ 101.02. - General provisions.

(a) No provision of this chapter shall be construed as repealing any code or ordinance of the city, and any permit or license required thereunder shall be required in addition to any certificate of approval.

(b) In any conflict between the provisions of this chapter or a regulation adopted thereunder and the provision of any other code or ordinance of the city, the more restrictive shall apply. However, no permit or other license shall be issued by any department of the city until the applicant has obtained a certificate of approval from the commission.

§ 101.03. - Establishment and composition of the historic sites commission.

(a) There is hereby established the historic sites commission.

(b) The historic sites commission should consist of 11 voting members to be appointed by the executive assistant to the mayor, with city council approval. One member shall be an active member of an historical society; one member shall be an Illinois registered architect; one member shall be an architectural historian; one

member shall be a registered realtor or broker; one member shall be a staff person of the Springfield-Sangamon County Planning Commission; one member shall be an attorney; five members shall be selected at large. Member qualifications shall apply only as vacancies occur, and if they cannot be filled in the manner as written above, each vacancy shall be filled by a member selected at large. All members shall be appointed on the basis of demonstrated experience, expertise or interest in architecture, art, building construction, engineering, historic preservation, real estate or of another background related to the purposes of the commission.

(c) Members shall serve staggered terms of three years. Vacancies shall be filled by appointment for the remainder of any unexpired term in the same manner as original appointments. Members shall serve without compensation.

(d) The historic sites commission shall be subordinate to the executive assistant to the mayor and city council.

(e) No commissioner may act on any matter before the commission where there exists a conflict of interest, an adverse or pecuniary interest in violation of 65 ILCS 5/3-14-4.

(f) Commissioners may be removed during their appointed term by the executive assistant to the mayor with approval of the city council.

§ 101.04. - Organization and meetings.

(a) The commission shall hold an annual meeting at which its officers shall be elected. A chairman, vice-chairman, and any other officers required to discharge commission responsibilities shall be elected from its members.

(b) The commission shall adopt rules for the conduct of its business. Regular quarterly meetings shall be scheduled by the chairman, and special meetings may be requested by not fewer than three members. Meetings shall be chaired by the chairman or the vice-chairman. A quorum shall consist of six members. The transaction of business shall be accomplished by a majority of those members in attendance; however, the adoption, modification, or rescission of any rule shall require the affirmative vote of six members.

(c) On recommendation by the commission, the mayor may appoint a secretary to provide staff services to the commission. The commission shall maintain a record of its proceedings and actions which shall be available for inspection by the public.

§ 101.05. - Powers, duties, responsibilities.

Without limiting those powers and duties prescribed by law and ordinance, the commission shall:

(a) Conduct surveys and maintain an inventory of Springfield buildings, archaeological sites, places, or areas for the purpose of identifying those sites of historical significance;

(b) Maintain a registry of landmarks and historic districts which have been designated for preservation under this chapter: this registry shall include the information required for each designation and appropriate maps;

(c) Recommend that the city council designate by ordinance landmarks and historic districts lying within the corporate limits of the city;

(d) Establish specific design standards for proposed construction involving a designated landmark or a property within an historic district;

(e) Perform functions which will foster the marking and maintenance of designated property and improvements in order to enable the public to view such site and areas with convenience and in appropriate surroundings;

(1) The commission may provide markers for all designated landmarks.

(2) Markers shall be permanent property of the City of Springfield, which shall maintain and replace markers as required. Should a landmark be removed from official designation for whatever cause, the marker shall be removed and returned to the commission.

(3) The City of Springfield may receive existing historic markers on designated sites and on other locations if these markers are deeded to the city by the owner(s) of the site. In such cases, the city shall retain the ownership of and maintain said markers.

(f) Prepare maps, brochures, and other descriptive material about landmarks and historic districts;

(g) Review and make decisions to issue, modify or deny application for a certificate of approval and to require such plans, drawings, and other information as may be necessary to make such decisions;

(h) Amend its rules to further the purposes and objectives of this chapter;

(i) Recommend the city's acquisition by donation, purchase, or eminent domain of a fee or lesser interest in designated property and improvements including, but not limited, to easements, covenants, restrictions, conservation rights, and leasehold interests;

(j) Recommend that the mayor certify this chapter with the Illinois State Historic Preservation ~~Agency~~Office, and with the Secretary of the United States

Department of the Interior, in order to qualify historic structures under the federal Economic Recovery Tax Act of 1981, Sections 212 and 214 and under the Illinois Revenue Act of 1939, as amended.

(k) Exercise any powers and perform duties set forth in the zoning ordinance of the city that pertains to the commission;

(l) Advise and assist property owners of landmarks or structures within historic districts on matters pertaining to their properties;

(m) Cooperate with and enlist the assistance of persons, corporations, foundations, and public agencies in matters involving historic preservation, and to cooperate with other city departments and commission on matters affecting the property and improvements which have been designated for preservation.

(n) As a certified local government under federal and State law, enforce appropriate State legislation and the provision of this Chapter for the designation and protection of historic properties.

§ 101.06. - Acceptance of gifts.

The commission may recommend that the city council accept any gift, grant, or devise of real property, personal property, or money, the principal and income of which is to be applied to the establishment, marking, maintenance, promotion and preservation of a landmark, historic district, or an historic site. Unless otherwise provided by the terms of the gift or grant, any money received by the commission shall be deposited with the city treasurer.

§ 101.10. - Criteria for landmark designation.

The commission shall consider the following criteria in determining whether to recommend an improvement for landmark designation:

(a) Significant value as part of the historical, archaeological, cultural, artistic, social, or other heritage of the nation, state, or city;

(b) Association with an important person or event in national, state or local history;

(c) Representative of the distinguishing characteristics of architectural type, period, or method of construction, or the notable work of a master builder, designer, architect, or artist, or a work that possesses high artistic value or that represents a significant and distinguishable entity although its components may lack individual distinction;

(d) Any additional criteria established by the rules promulgated by the commission.

The commission shall review and publish in a newspaper of general circulation in the City of Springfield a list of properties that the commission deems potentially eligible for landmarking at least once every three years. Any property that the commission deems potentially eligible for landmarking shall be subject to a 60 day demolition delay in accordance with section 101.16. In its preparation of the annual list of properties potentially eligible for landmarking, the commission shall limit itself to the following categories:

(a) Any building or structure on the National Register of Historic Places;

(b) Any building or structure on the Illinois Historic Landmark Survey;

(c) Any building or structure on the Springfield Historic Sites Register;

(d) Any historically significant building or structure identified by other lists and inventories that are:

(i) Conducted under the auspices of the federal government, State of Illinois, and/or the City of Springfield;

(ii) Use a methodology approved and certified by the historic sites commission and/or the Illinois State Historic Preservation Office; and

(iii) Specifically identifies buildings or structures eligible for landmarking under local, state or federal law.

§ 101.11. - Notice; owner consent; landmark designation and historic district designation.

Upon receipt of an application for landmark designation or historic district designation pursuant to section 101.13, the commission shall send written notification to the owner or owners of record of such property via certified mail at least 30 days before a meeting of the commission to consider landmark or historic district designation. The commission shall only consider for landmark designation properties whose owner or owners of record have responded to the application by submitting to the commission a letter of consent approving the designation of the property as an historic landmark. If such owner or owners do not consent to designation, the commission shall take no further action with respect to such property (and shall not recommend landmark designation to the city council). The commission shall only consider designation of a historic district if the owner or 2/3 of the owners of property in the area to be designated have responded to the application by submitting to the commission a letter of consent approving the designation of their property as part of a historic district. If 2/3 of the owners of record consent to the proposed designation, the commission may proceed with designation pursuant to section 101.14.

§ 101.12. - Criteria for historic district designation.

The commission shall consider the following criteria in determining whether to recommend an area for historic district designation:

(a) Any of the criteria listed in section 101.10;

(b) Definable geographic boundaries, containing therein one or more landmarks along with other buildings, places, or areas which, although not of such significance to be designated as individual landmarks contribute to the overall visual characteristics of the landmark or landmarks, or containing therein no landmarks but nevertheless as an aggregate possesses historic significance for the City of Springfield in:

(1) Exemplifying an historical period and place unique to the city; or

(2) Reflecting the cultural, social, economic, political, or architectural history of the nation, state or city; or

(3) Representing distinguishing characteristics of an architectural type which is inherently valuable for studying a period, style, method of construction, indigenous material or unique craftsmanship.

(c) Homogeneity of architectural design, dates of construction, or land use characteristics throughout the area.

§ 101.13. - Designation procedures, application.

The commission, by an affirmative vote ~~or~~ of at least six members, or the property owner may apply for landmark or historic district designation for property and improvements located within the corporate limits of the city. Applications shall be filed with the secretary on a form provided by the commission. The application shall include or be accompanied by the following:

(a) Name(s) and address(es), as shown on the tax assessor's rolls, of the owner(s) of record of the property(ies) proposed for designation;

(b) Legal description and common street address of the property proposed for designation;

(c) A map delineating the boundaries and location of the property(ies) proposed for designation;

(d) At least two photographs representing two views of the subject property;

(e) A written description of the property(ies) setting forth reasons in support of the proposed designation;

(f) Evidence indicating that the owner(s) of the property(ies) have been notified by certified mail and that the owner(s)/is/are in favor of the proposed designation;

(g) Other information as may be required in the rules promulgated by the commission.

§ 101.14. - Designation of landmarks and historic districts.

(a) Designation of landmarks and historic districts.

(1) Notification and preliminary review.

a. Upon receipt of an application for designation of property or properties as a landmark or historic district, the secretary shall schedule a meeting of a committee as established by the rules of the commission. If the committee finds that the application does not merit a public hearing, the commission shall enter and record a formal approval or denial of the application and shall so inform the applicant within 30 days of the receipt of the application. ~~The~~ A formal denial shall contain the factual basis for the denial.

b. If the designated committee finds that the application does merit a public hearing, or if the application was denied under the provisions of subsection a above and the applicant ~~desires~~ requests a formal hearing ~~and indicates that desire~~ in writing to the secretary, then the commission shall schedule such a hearing as provided for in (2) below.

(2) Public hearing and decision.

a. The commission shall conduct the public hearing provided for in (1) above to be held at its next regular scheduled meeting. The secretary shall notify, in writing, the owner(s) of the subject property as to the date, time, place and purpose of the hearing. The notice shall be sent by certified mail not less than 15 days in advance of such hearing, which may be filed as part of a regular meeting of the commission. The secretary shall also cause notice to be published in a newspaper of general circulation in the City of Springfield, describing the property proposed for designation, and setting forth the date, time, place and purpose of the hearing, or post such notice prominently on the property. The hearing may be continued from time to time as necessary.

b. The applicant shall submit to the commission ~~ten~~ 10 days prior to the hearing, as well as presenting at the hearing, such information as the commission requires, including but not limited to the following:

1. All information required with the application;

2. A visual presentation of the significant improvements on the subject property, together with information as to the age, condition and use of each structure; and

3. Proposals for preservation and enhancement of the property ~~proposes~~ proposed for designation.

c. The applicant of the property as well as other interested persons shall have an opportunity to speak regarding the proposed designation. The commission shall evaluate all available information according to the applicable criteria set forth in sections 101.10, 101.11, and 101.12, and shall decide the question at the conclusion of the public deliberation and submit to the applicant a written report containing its findings and conclusions ~~if requested by the applicant~~. The written report shall be submitted to the applicant no later than 15 days following the hearing.

d. If the commission recommends designation, the secretary shall send ~~a letter~~the written report accompanied by an appropriate proposed ordinance from the commission to the city council. The secretary shall send copies of the ~~letter~~ written report to the applicant and to the owner of the property. Upon designation by ordinance of the city council, such improvement or area shall be a landmark or historic district afforded the protection of this chapter. A copy of the ordinance designating the landmark or historic district shall be recorded with the court recorder.

e. If the commission does not recommend designation, the commission shall cause to be entered and recorded formal denial of the application accompanied by the written report.

f. Any aggrieved party may appeal the decision to not recommend designation to the city council, by a filing such appeal with the city clerk within 15 days of the denial. The appeal shall be considered by the city council no later than the second regularly scheduled meeting after the appeal has been filed.

§ 101.15. - Designation procedures; withdrawal; landmarks and historic districts.

The commission by affirmative vote of at least six members, may recommend withdrawal of the designation of a landmark or historic district if it originally made the application, ~~of~~ or if another party ~~is the applicant~~desires to withdrawal the designation of a landmark or historic district, the following procedure must be met:

(a) A petition with a written statement as to the reasons for requesting withdrawal from landmark designation shall be filed with the secretary by the owner(s) of the property. The owner(s) withdrawal of consent prior to final designation shall constitute withdrawal of the designation application.

(b) A petition bearing the names of at least 51% of the owners or lessees of property within an historic district with a written statement as to the reasons for requesting withdrawal from historic district designation shall be filed with the secretary.

(c) Individual properties within an historic district may not be withdrawn from that historic district.

(d) The commission shall review petitions for withdrawal based upon the criteria in sections 101.10 and 101.12, and submit the petition with the commission's recommendation to the city council not later than 45 days from receipt of the petition. The city council may approve or deny the petition for withdrawal by a majority vote of all city council members.

§ 101.16. - Regulation of alteration, construction, demolition: Landmarks or historic district and proposed landmarks and historic districts.

(a) After an application for designating a landmark or historic district has been filed in accordance with provisions of this chapter, it shall be unlawful to undertake construction, demolition, or to move or make any alteration requiring a building permit, fence permit, wrecking permit, or sign permit ~~or any other permit~~ to the exterior of any proposed property without first having obtained specific interim approval from the historic sites commission for such action using the procedures set forth in this Code.

(b) It shall be unlawful to undertake construction, demolition, or to move or make any alteration requiring a building permit, fence permit, wrecking permit, or sign permit ~~or any other permit~~ to the exterior of any landmark, or improvement or area within an historic district without first having obtained a certificate of approval from the historic sites commission for such action using the procedures set forth in this Code.

~~(c) Any application for a demolition/wrecking permit for a building or other structure that it listed by the historic sites commission as being potentially eligible for~~

~~landmarking as described below shall be referred to the historic sites commission prior to issuance of such a permit by the department of building and zoning:~~

~~(1) In keeping with the criteria for landmark designation as described in section 101.10 of this chapter, the commission shall annually review and publish in a newspaper of general circulation in the City of Springfield a list of properties that the commission deems potentially eligible for landmarking.~~

~~(2) In its preparation of the annual list of properties potentially eligible for landmarking, the commission shall limit itself to the following categories:~~

~~(i) Any building or structure on the National Register of Historic Places;~~

~~(ii) Any building or structure on the Illinois Historic Landmark Survey;~~

~~(iii) Any building or structure on the Springfield Historic Sites Register;~~

~~(iv) Any historically significant building or structure identified by other lists and inventories that are:~~

~~a. Conducted under the auspices of the federal government, State of Illinois, and/or the City of Springfield; and~~

~~b. Use a methodology approved and certified by the historic sites commission and/or the Illinois Historic Preservation Agency; and~~

~~c. Specifically identifies buildings or structures eligible for landmarking under local, state or federal law.~~

(~~d~~c) Except ~~in those instances where the city has determined that a building or other structure presents an imminent danger to the public health, safety or welfare~~for the emergency procedure in section 101.40, whenever an application is submitted to the department of building and zoning for a demolition~~/wrecking~~ permit for any building or structure ~~identified on the list of properties potentially eligible for landmarking~~ described below, the department of building and zoning shall defer taking action on the application for an initial period of 60 days from the date the application was received by the department and immediately refer the application to the historic site commission prior to issuance of such a permit~~.~~:

(i) Any building or structure identified on the list of properties potentially eligible for landmarking;

(ii) Any building or structure where an application for designating a landmark or historic district has been filed in accordance with provisions of this chapter;

(iii) Any landmark, or improvement or area within a historic district.

Should the historic sites commission find that a delay in demolition is inconsistent with the intent of this section, would cause a degradation of the surrounding area, or is otherwise detrimental to the public welfare, the commission may waive the initial 60-day delay upon (i) presenting written findings of fact supportive of such a waiver and indicate the reasons for issuance, and (ii) two-thirds of the full membership of the commission voting in the affirmative. When granting a waiver of demolition delay under this paragraph the commission may prescribe any conditions or limitations that are necessary to minimize the adverse impact of the requested demolition.

(~~e~~d) During this initial 60-day delay, any interested person or entity may file a written petition with the secretary of the commission requesting that the commission extend the initial period of delay by an additional 60 days. The commission may grant such extension only if it finds that the request meets the following criteria:

(1) The petitioner possesses the ability to acquire, develop and maintain the property; and

(2) The owner of the property is willing to convey or negotiate an agreement to convey the property to the petitioner.

(~~f~~e) If an extension is granted by the commission, the commission shall notify the department of building and zoning that an extension has been granted, in which case the department shall take no action on the application for an additional 60 days.

(~~g~~f) If the application for a demolition permit for any building or structure identified on the list of properties potentially eligible for landmarking or where an application for designating a landmark or historic district has been filed in accordance with provisions of this chapter is not withdrawn during the initial 60-day delay, or within the period of extension if granted, the permit will be considered approved and the department of building and zoning shall proceed to take action on the application as requested.

(g) If the application for a demolition permit for any landmark, or improvement or area within a historic district is not withdrawn during the initial 60-day delay, or within the period of extension if granted, the permit will be considered denied and the department of building and zoning shall deny the permit as requested.

§ 101.20. - Application for certificates of approval; landmarks and historic districts.

(a) An application for a certificate of approval shall be filed with the secretary of the commission by the property owner. The commission ~~may~~ shall prescribe forms and require ~~additional~~ information needed to consider the application including plans, photographs, drawings, elevations, and specifications. Procedures and requirements established by this chapter and the commission shall be in addition to any other requirements for a building permit, fence permit, demolition permit, or sign permit under the city code.

(b) A preliminary review of the application ~~for~~ and the permits listed in 20(a) above, except for demolition permits, shall be made by a committee of commission members. The committee shall grant a certification of approval within 15 days of the committee meeting for review of the application if it finds that the proposed work is clearly appropriate and in accordance with the applicable criteria described in section 101.21 and the purposes of this chapter.

(c) For applications and permits, except for demolition permits, if the committee does not find the proposed work to be appropriate, and for all demolition permits for landmarks, the secretary of the commission shall schedule the application or permit for consideration of the commission at its next meeting. The applicant and all owners of property within the subject ~~designation~~ historic district, if applicable, shall be given notice of the meeting, and may appear at the meeting, and shall be afforded an opportunity to explain their views regarding the application. The commission may accept comments from other interested persons. ~~Should the commission fail to determine the appropriateness of the work proposed in the permit application, the permit will be considered approved.~~

(d) At that same meeting the commission shall review all applications, ~~for~~ building permits, fence permits, ~~wrecking~~demolition permits, or sign permits presented to it, and shall grant a certificate of approval for the application or permit(s) if it finds that the proposed work is appropriate and in accordance with the applicable criteria described in section 101.21 and the purposes of this chapter. If the commission does not find the proposed work to be appropriate and in accordance with the criteria described in section 101.21 and with the purposes of this chapter, it shall deny the application or permit, and provide to the applicant a written statement within 15 days indicating the reasons for the denial.

(e) Following a denial, the application or permit shall not be resubmitted within the next 12 months except on the written request of an applicant indicating the incorporation of changes in plans and specifications as may have been recommended by the commission or indicating drastic change in the circumstances surrounding the original application.

(f) After the issuance of a certificate of approval, no substantial change may be made in the proposed work without resubmittal of an application or permit to the commission.

(g) The secretary shall notify in writing the appropriate city office of each certificate of approval for a building permit, fence permit, ~~wrecking~~demolition permit, or sign permit granted by the commission.

(h) In case a certificate of approval is denied for ~~either~~ a landmark, ~~or~~ an improvement or an area within an historic district, or any building or structure where an application for designating a landmark or historic district has been filed in accordance with provisions of this chapter, the applicant, within 15 days following the issuance of notification of decision, may file an appeal of the commission's decision with the city clerk, who shall place the appeal in its agenda.

(i) The city council shall consider the appeal no later than the second regularly scheduled meeting after the appeal was filed. The city council may affirm, modify or reject the decision, after due consideration of the facts contained in the record submitted to the city council by the commission.

(j) If the council decides that a certificate of approval should be issued, the secretary shall notify the applicant and the appropriate city office, and then issue the certificate of approval within ~~five~~ 5 working days. If the council concurs with the commission's decision not to issue a certificate of approval, the secretary shall notify the applicant and the appropriate city office within ~~five~~ 5 working days.

(k) When granting a certificate of approval under this section the committee, the commission, or the council may prescribe any reasonable conditions or limitations that are necessary to minimize the adverse impact of the requested construction, alteration, or demolition.

§ 101.21. - Criteria for certificates of approval; landmarks, and historic districts.

(a) In reviewing ~~an~~ a permit or application for a certificate of approval, the commission shall consider the appropriateness ~~to~~ of the landmark or to the historic district of the proposed construction, alteration, or demolition and whether the proposed construction, alteration, or demolition will further the purposes of this chapter. The commission shall consider, where applicable, the following criteria in determining whether proposed work is appropriate:

(1) Whether the proposed work is consistent with the Secretary of the Interior's Standards for Rehabilitation, Section 36, Code of Federal Regulations, Part 67 as amended;

(2) Whether the proposed work is consistent with specific design standards as the commission may require for the designation of landmarks or historic

districts, such standards relating to historic significance; the architectural value; the unique design, arrangement, texture, material, or color of the building's place or area; and the improvements in the immediate surroundings;

(3) Whether any changes in the essential historical, cultural, or aesthetic character of the area would occur as a result of the proposed work; and

(4) A report or information from the ~~building services~~ department of building and zoning on the state of repair and structural stability of the property affected by the proposed demolition.

(b) ~~Prerequisite~~ Prior to the issuance of any certificate of approval or permit to allow for the demolition of a landmark, or improvement or area within an historic district, the applicant shall submit for permanent record of the City of Springfield, photographs which significantly depict the architectural features of the building.

(c) ~~Prerequisite~~ Prior to the issuance of any certificate of approval or permit to allow for construction or exterior alteration of a landmark, or improvement or area within an historic district, the applicant must submit for permanent record of the City of Springfield illustrative material, specified in section 101.20(a).

§ 101.22. - Unreasonable economic hardship; landmarks and historic districts.

(a) If, notwithstanding that a proposed construction, alteration or demolition may be inconsistent with the criteria in section 101.21, failure to grant a certificate of approval will involve an unreasonable economic hardship to the applicant, the commission may grant the certificate of approval to allow the performance of work which ~~otherwise~~ would otherwise be denied upon its findings that there will not be a substantial detriment to the public welfare nor substantial derogation from the purposes of this chapter.

(b) In order to enable the commission to determine whether there is an unreasonable economic hardship to the applicant, the applicant shall at the time of the public hearing or meeting at which the permit or application for certificate of approval is considered, produce all relevant information in affidavit form, including:

(1) Amount paid for property and date of purchase;

(2) Recent assessed value, real estate taxes, annual debt service, appraisals obtained in previous two years;

(3) Listing or offers to sell or rent the property; and any offers received to purchase or rent the property;

(4) Financial information related to income from the expenses on the property over a period of at least five years preceding the year of application; and

(5) Any additional information which fully explains the unreasonable economic hardship which would result from denial of the certificate of approval for the permit.

(c) If the commission finds that a proposed construction, alteration, or demolition is inconsistent with the criteria in section 101.21 and issuance of a certificate of approval would cause substantial detriment to the public welfare or substantial derogation from the purposes of this chapter, but that denial of the permit would cause an unreasonable economic hardship for the applicant, the commission may order a postponement of any action on the application for a period not to exceed six months. During this period, the commission shall investigate alternatives to provide for a reasonable beneficial use or a reasonable economic return, or to otherwise preserve the subject property and improvements. If, by the end of the six-month period, the commission has found that without approval of the proposed work, the property and improvements cannot be put to a reasonable beneficial use or the owner cannot obtain any reasonable economic return, the commission shall grant the certificate of approval for the proposed work. In case a certificate of approval is denied, the applicant may, within 15 working days, appeal the commission's decision to the city council. The city council may affirm, modify or reject the decision, after due consideration of the facts contained in the record submitted to the council by the commission.

(d) When granting a certificate of approval under this ~~paragraph~~ section the commission shall indicate the reasons for issuance, and may prescribe any reasonable conditions or limitations that are necessary to minimize the adverse impact of the requested construction, alteration, or demolition.

§ 101.30. - Zoning, landmarks and historic districts.

Whenever an application or petition for a zoning map amendment, variation, conditional use permit or other change is submitted to the city zoning administrator for property which is a landmark or is within an historic district, a notice of any public hearing to be held on the application by the city planning and zoning commission shall be sent to the historic sites commission. Such notice shall be in the same form as ~~that~~ the notice sent to owners of property adjacent to that for which the application was filed. The commission may submit comments, requests, and recommendations to the city planning and zoning commission for its consideration at the hearing.

§ 101.40. - Emergency procedure.

(a) Whenever the ~~city council is to consider a resolution that would~~department of building and zoning declares a building or structure as unsafe and dangerous, the

department of building and zoning~~office of special services~~ shall immediately give notice of the pending ~~resolution~~ demolition to the chairman of the commission. In the event that a landmark or historic structure is to be considered by said ~~resolution~~ declaration as unsafe or dangerous, the chairman shall convene a special meeting of the commission to review the ~~proposed resolution~~declaration and to make recommendation to the department of building and zoning and office of corporation counsel ~~city council~~ prior to ~~final action on the resolution~~the entry of a court order for demolition.

(b) In the event that a landmark or historic structure is determined by the department of building and zoning ~~appropriate city department~~ to constitute an imminent ~~threat~~ danger, or immediate and continuing hazard to the safety of life or property, immediate repairs necessary to render the building or structure safe, including demolition, may be undertaken without review by the commission.

§ 101.50. - Economic incentives for historic restoration; approval.

(a) An owner of a property that has been designated as an historic landmark or lies within an historic district pursuant to section 101.14 may apply for the following economic incentives for the restoration or rehabilitation of that property:

(1) During the period of the building permit for substantial restoration or rehabilitation (at least 25% of fair market value prior to restoration), all city sales taxes paid for that project shall be rebated to the property owner upon submission of receipts establishing that the materials were used in the restoration or rehabilitation of the property.

(2) Beginning with the calendar year that the restoration or rehabilitation is occurring, all city property taxes will be rebated. This rebate of taxes will continue for a period not to exceed two years provided that said rebate shall not exceed the actual cost of the restoration or rehabilitation.

(3) Following completion of the restoration or rehabilitation, the city portion of the real property taxes shall be frozen at the assessed valuation established prior to the restoration or rehabilitation for eight years followed by a four-year graduated transition to full value.

(b) All requests for economic incentives shall be filed with the secretary of the historic sites commission. The commission shall consider and make such recommendations regarding the request for economic incentives as the commission deems appropriate. Thereafter, the request for economic incentives along with the commission's recommendation shall be presented to the city council for review and approval. The city council may accept, reject or modify any such request and recommendation for economic incentives.

§ 101.60. – Regular inspections: Landmarks

(a) Every landmark shall be inspected by the department of building and zoning at a minimum of once every three years for compliance with this chapter and all other applicable laws and ordinances. Nothing in this section shall preclude inspection more frequently than every three years, including an inspection upon the receipt of any complaint regarding the condition of any landmark.

(b) If, upon completion of any inspection provided for herein, a landmark is found to be in violation of one or more provisions of this code, the city shall provide written notice of such violations to the owner and shall set a reinspection date before which such violations shall be corrected. If such violations have not been corrected within that period, the city shall take any action necessary to enforce compliance in accordance with this code.

§ 101.999. - Violation, penalties, equitable relief; landmarks and historic districts.

(a) The commission may recommend that the City of Springfield, ~~with the approval of the city council~~through the office of corporation counsel, apply to the circuit court for a temporary or permanent injunction restraining any person from violating or continuing to violate any of the provisions of this chapter notwithstanding the existence of other remedies. Any such injunction may be issued without notice and without bond.

In addition to other remedies provided by law, appropriate actions may be instituted to correct a violation of this chapter, including, but not limited to, requiring the restoration of property and improvements to their original appearance prior to the violation. If a court shall find that an act or omission was willful, then the court may, in addition to any compensation, award damages for the sake of example and by the way of punishment. The city shall also be entitled to a reasonable attorney's fee to be fixed by the court, which fee shall be added to and collected as part of the costs in the case.

~~An action to recover for such loss, damage or injury may be brought in the circuit court by any person or corporation. In every case of a recovery of damages by any person or corporation under the provisions of this chapter, the plaintiff shall be entitled to a reasonable attorney's fee to be fixed by the court, which fee shall be taxed and collected as part of the costs in the case.~~

(b) Any person who causes the construction or alteration of any landmark, or any improvement or area within an historic district, or any building or structure identified on the list of properties potentially eligible for landmarking which ~~said alteration~~ requires a certificate of approval or permit from the city, and who does so without obtaining a certificate of approval from the commission, upon conviction shall be punished by a fine of not ~~greater~~ less than $750. Each day that a violation exists shall constitute a separate offense.

(c) Any person who causes the demolition of any landmark, or improvement or area within an historic district, or any building or structure identified on the list of properties potentially eligible for landmarking which ~~said demolition~~ requires a

permit from the city and does so without obtaining a certificate of approval from the commission, upon conviction shall be punished by a fine of not ~~greater~~ less than $~~750~~1,000.

(d) Any and all monies collected pursuant to the above subsection 101.999(b) and (c) shall be deposited in the city corporate fund.

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
DATE OF 1ST READING: _____

OFFICE REQUESTING: ALDERWOMAN LAKEISHA PURCHASE **CONTACT PERSON:** _____
PHONE NUMBER: 217-789-2151

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 101 , OF THE 1988 CITY OF SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, FOR UPDATES, CLARIFICATION, AND ADDING A 3-YEAR INSPECTION CYCLE FOR LANDMARKS, AS AMENDED

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

Previous Ord #'s _____

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

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

COMMENTS

This ordinance cleans up old/incorrect terminology, clarifies the scope of the Commission, clarifies the demolition process, and adds a 3-year inspection process for landmarked structures.

SIGN OFF:

_____ _____
(Mayor's Signature) GEH (Director of OBM)

S\Excel\Forms__Blank Fact Sheet (REVISED)__ The information supplied on this form is not confidential information. Revised 5/10/04

2026-201

2026-202

AN ORDINANCE AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE SPRINGFIELD-SANGAMON COUNTY REGIONAL PLANNING COMMISSION FOR 2026 PLANNING SERVICES AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED $200,000.00 FROM JANUARY 1, 2026, THROUGH DECEMBER 31, 2026

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

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*,) provide that units of local government may contract or otherwise associate among themselves to obtain or share services; and

WHEREAS, it is in the best interest of the City of Springfield to enter into an agreement with the Springfield-Sangamon County Regional Planning Commission ("SSCRPC") for planning services in areas which are within subdivision jurisdiction of the City, annexation petitions being considered by the City Council, and areas within the comprehensive planning jurisdiction of the City from January 1, 2026, through December 31, 2026; and;

WHEREAS, SSCRPC is willing and able to provide these services in an amount not to exceed $200,000.00; and

WHEREAS, a copy of the 2026 Planning Service Agreement shall be on file in the Office of the City Clerk.

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

Section 1: That the City Council hereby authorizes execution of an Intergovernmental Cooperation Agreement with the Springfield-Sangamon County Regional Planning Commission for planning services in areas which are within subdivision jurisdiction of the City, annexation petitions being considered by the City Council, and areas within the comprehensive planning jurisdiction from January 1, 2026, through December 31, 2026. The Mayor and City Clerk are authorized to execute any necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to the Springfield-Sangamon County Regional Planning Commission (SPR5700) in an amount not to exceed $200,000.00 from account number 001-107-GENC-VARI-1232 in accordance with the terms of the Agreement.

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

PASSED:_____**, 2026**

RECORDED: _____**, 2026**

ATTEST:_____
City Clerk Charles L. Redpath Sr.

SIGNED:_____**, 2026**

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

3-31-26
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

2026-202

2026 PLANNING SERVICE AGREEMENT
BETWEEN THE
SPRINGFIELD-SANGAMON COUNTY REGIONAL PLANNING COMMISSION
AND THE
CITY OF SPRINGFIELD

THIS AGREEMENT is entered into as of the _____ day of _____ 2026 by and between the Springfield-Sangamon County Regional Planning Commission (hereinafter referred to as the "Commission") and the City of Springfield (hereinafter referred to as the "City").

The parties hereto do mutually agree as follows:

A. **PERIOD OF AGREEMENT.** This agreement shall remain in full force and effect for a period of one (1) year, January 1, 2026 through December 31, 2026.

B. **AREA COVERED.** The Commission shall perform planning services in the geographic areas as follows: areas within the corporate limits of the City of Springfield, areas which are the subject of subdivision jurisdiction and of annexation petitions being considered by the Council of the City of Springfield, and areas within the comprehensive planning jurisdiction of the City of Springfield.

C. **STAFF.** The Commission shall maintain a permanent professional planning staff capable of performing, or causing to be performed, the planning services contained hereunder.

D. **PLANNING SERVICES.** The Commission shall perform, in a satisfactory manner, the planning services enumerated in the following paragraphs:

Land Development

(1) Review and evaluate in cooperation with the City departments, proposed zoning, variances, subdivisions, large-scale developments, planned unit developments, and planned experimental development projects being considered by the City. In accordance with City ordinance and regulations, conduct committee meetings and public hearings concerning the proposed projects. Provide technical recommendations, administer and maintain files, maps and records, and provide technical assistance to citizens and developers.

(2) Serve as Plat Officer in accordance with State requirements. Coordinate with the City Engineer to ensure access and road improvement fees are acceptable.

(3) Serve as a technical resource to City staff on other issues reasonably related to land development.

General Planning Services

(1) Monitor population, housing and land use. Review and analyze all Bureau of the Census population estimates for the City and make recommendations accordingly. Census maps will be maintained.

2026-202

(2) Serve as the local A-95 review clearinghouse in accordance with State and Federal requirements. Maintain files and report findings to appropriate Federal agencies.

(3) Prepare and maintain maps for City and public use as requested by the City. Maps may include zoning, subdivisions, annexations, fire protection districts, TIF Districts, Enterprise Zones, and other miscellaneous maps as so requested.

(4) Maintain and provide statistical data, policy reports and other information to assist City departments, businesses, developers, and citizens.

(5) Review all annexations to the City of Springfield and make recommendations of the impact on City services.

(6) Assist City departments in updating development regulations; i.e., subdivision, zoning, large-scale review, planned unit development, storm water management.

(7) Serve as a technical resource related to the implementation of the City's Comprehensive Plan.

Administrative Support

(1) Assist City departments, commissions and elected officials concerning matters of planning as required.

(2) Serve on committees and provide assistance. Committees include Historic Sites Commission, Downtown Springfield Inc., and Chamber of Commerce as required.

(3) Maintain a list of Neighborhood Associations and current officers.

(4) Prepare and distribute agendas and minutes of meetings, financial statements and planning documents.

E. **COMPENSATION.**

(1) **PLANNING SERVICE AGREEMENT**. The City shall reimburse the Commission for the actual costs incurred in performing the planning services under this agreement. Services performed under this agreement shall be performed by employees of the Commission whose work shall be billed at a rate not below twenty-five ($25.00) Dollars per hour and not to exceed eighty ($80.00) dollars per hour plus the Commission's current indirect rate. It is expressly understood and agreed that in no event will compensation exceed the maximum sum of one hundred, eighty-five thousand dollars ($185,000.00).

(2) **SPECIAL PROJECT(S)**. The City shall reimburse the Commission for the actual costs incurred in performing planning services for the completion of Special Project(s) agreed to by the Commission and authorized by the City Council but not included in this Agreement. Services shall be performed by employees of the Commission whose work shall be billed at a rate not below twenty-five ($25.00) dollars per hour and not to exceed eighty ($80.00) Dollars per hour plus the Commission's current indirect rate. It is expressly understood and agreed that in no event will compensation for Special Project(s) exceed the maximum sum of fifteen thousand dollars ($15,000.00).

This agreement does not authorize an expenditure(s) of City funds in excess of the amounts authorized by the City Council unless the City Council specifically approves an expenditure in addition to the expenditures authorized in (1) and (2) above. The Commission agrees and acknowledges that absent such prior approval; it proceeds at its own risk with no guarantee of payment if the amount billed to the City exceeds the amount authorized by the City Council.

F. **METHOD OF PAYMENT.** Such compensation will be paid in every case subject to receipt of a requisition for payment on a quarterly basis from the Commission specifying the costs incurred in performing planning services under this agreement.

G. **PROGRESS AND PARTICIPATION.** The Commission shall submit to the City written quarterly progress reports indicating the status of work. The Commission shall attend meetings of the City upon request. The City shall be notified of and receive minutes of the Commission's meetings.

H. **CHANGES.** The City or Commission may, from time-to- time, request changes in the scope of services of the Commission to be performed hereunder. Such changes, including any increase or decrease in the amount of the Commission's compensation, which are mutually agreed upon by and between the City and the Commission shall be incorporated in written amendments to this agreement.

BY: _____
MAYOR, CITY OF
SPRINGFIELD, ILLINOIS

DATE: _____

BY: _____
ACTING EXECUTIVE DIRECTOR
SPRINGFIELD-SANGAMON COUNTY
REGIONAL PLANNING COMMISSION

DATE: _____

ATTEST: _____
CITY CLERK

2026-202

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

CONTACT PERSON: Ramona Metzger

OFFICE REQUESTING: Office of Budget & Management

PHONE NUMBER: 217-789-2191

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

FISCAL IMPACT: $200,000.00

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE SPRINGFIELD-SANGAMON COUNTY REGIONAL PLANNING COMMISSION & AUTHORIZING PAYMENT NOT TO EXCEED $200,000 FROM JAN 1, 2026 THROUGH DEC 31, 2026

CONTRACTOR / VENDOR NAME: SSCRPC **VENDOR NO:** SPR5700

CONTRACT TERM: 01/01/2026-12/31/2026 **Change in Scope Yes** ☐ **No** ☑

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

Method of Purchase (check one)

- ☐ Low Bid
- ☐ Low Bid Meeting Specs
- ☐ Low Evaluated Bid
- ☑ Other: INTERGOVERNI
- ☐ 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	107	GENC	VARI	1232	$200,000.00
2						
3						
4						

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

2026 Service Planning Agreement

STAFF ANALYSIS

Intergovernmental cooperation agreement with the Springfield-Sanagmon County Regional Planning Commission for planning services which are within subdivision jurisdiction of the City, annexation petitions being considered by the City Council, and areas with comprehensive planning jurisdiction from January 1, 2026 through December 31, 2026, in an amount not to exceed $200,000.00.

FUNDS CHECK BY: Egizii, Jeff Digitally signed by Egizii, Jeff Date: 2026.03.09 16:05:00 -05'00' **Date:** _____

DIRECTOR / SUPERVISOR: **Date:** _____

CITY PURCHASING AGENT: **Date:** 3-10-2026

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

The information supplied on this form is not confidential information.

2026-202