

AN ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF A THREE-YEAR LICENSE AGREEMENT WITH SPRING RIVER HUNTING AND FISHING CLUB AT THE GRAVEL PIT PROPERTY, 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, this Ordinance approves and authorizes execution of a three-year license agreement, a copy of which will be on file with the Office of the City Clerk, and

WHEREAS, this Ordinance authorizes the execution of a license agreement with the Spring River Hunting and Fishing Club (the "Club"), and

WHEREAS, the Club will be allowed to use the Gravel Pit Property for fishing and hunting purposes, and

WHEREAS, the license agreement is effective for the timeframe of April 1, 2026, to March 30, 2029.

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

Section 1: The Council of the City of Springfield, Illinois, hereby approves a license agreement with the Club for fishing and hunting at the Gravel Pit Property.

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

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

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____

City Clerk, Charles Redpath

Approved as to legal sufficiency:



Office of Corporation Counsel/ Date

Requested by Mayor Misty Buscher

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: Spring River Hunting and Fishing Club

CONTRACT AMOUNT: \$15,000 (over 3 years)

TYPE OF AWARD: Licensing Agreement

RELATED ORDINANCE INFORMATION:

Related: Ordinance # 439-10-23: An Ordinance Approving and Authorizing execution of a three-year license agreement with Spring River Hunting and Fishing Club for fishing at the Gravel Pit Property, for the Office of Public Utilities

INFORMATION:

This ordinance approves and authorizes the execution of a license agreement for a three-year term with the Spring River Hunting and Fishing Club (the "Club"). The Club will be allowed to use the Gravel Pit Property for fishing purposes. The three-year term is from April 1, 2026 to March 30, 2029. The license fee of \$5,000 per year shall be paid biannually (April and October), beginning April 1, 2026.

**LICENSE AGREEMENT BETWEEN
THE CITY OF SPRINGFIELD, ILLINOIS, AND
SPRING RIVER HUNTING AND FISHING CLUB**

This License agreement ("License") is between the City of Springfield, Illinois, a municipal corporation, by and through its Office of Public Utilities commonly known as City Water Light and Power ("CWLP") and Spring River Hunting and Fishing Club, an Illinois not-for-profit corporation, as Licensee ("Licensee"), collectively known as the Parties.

The Parties to this License agree to the following provisions:

A. Description of Land.

CWLP Licenses to the Licensee to use non-exclusively for recreational purposes only, the following real estate located in Sangamon County, Illinois, legally described in Exhibit A attached hereto consisting of 149 acres, more or less, together with non-exclusive use of the club house and boat ramp ("Licensed Premises"). The Licensee may also have non-exclusive access to the approximately 3 miles of shoreline from which to fish and hunt.

B. Term of License.

The term of this License shall be for a 3-year period from April 1, 2026, to March 30, 2029. CWLP may revoke this License for any reason and at any time.

The License may be extended on such terms and conditions as the Parties may agree. If Licensee desires to extend the License for an additional year beyond the existing term, Licensee shall provide written notice to CWLP at least 60 days prior to the expiration of the term of any extensions thereof. If such written notice is not provided, Licensee shall cease all use and evacuate the Licensed Premises at the end of the term or at the end of any extension thereof.

C. License Fee.

Licensee shall pay to CWLP a License Fee of \$5,000.00 for April ^{1st}pt, 2026 to March 30, 2027; \$5,000.00 for April 1st, 2027 to March 30th, 2028 and \$5,000.00 for April 1st, 2028 to March 30th, 2029.

D. Insurance.

Licensee shall maintain commercial or comprehensive general liability insurance with a broad form endorsement providing insurance against claims for bodily injury (including death), property damage upon or in the Licensed Premises and contractual liability, with limits of liability of not less than \$5,000,000.00 as the combined single limit per occurrence;

All policies of insurance shall be in a form satisfactory to CWLP and shall be written with companies satisfactory to CWLP. All policies of insurance shall name the City of Springfield, Illinois, as an additional insured. All policies of insurance shall provide that they shall not be cancelable on less than 10 days' notice to all insureds. Not less than 10 days prior to the expiration of each policy, a renewal policy shall be delivered to CWLP, and not less than 10 days prior to the date any premium on each policy shall be due and payable there shall be delivered to CWLP evidence of such payment satisfactory to CWLP.

Licensee covenants and agrees that if any such required insurance policies lapse, or are not renewed, or otherwise are not applicable or effective, Licensee shall be liable for loss, injury, damage or claims to persons or property, resulting from or arising in any way out of Licensee's negligence. **(A proof of liability insurance document shall be submitted prior to the commencement of this License and shall be submitted prior to April 1 every year thereafter during the term of this License.)**

Failure to meet the above insurance requirements shall result in immediate revocation of the License.

E. Hours of Entry.

Licensee shall have 24-hour access to the Licensed Premises. Licensee may store the boats of its members on the Licensed Premises only if the specific storage location is approved by CWLP.

F. Hold Harmless.

CWLP makes no representation or warranty, express or implied, that the Licensed Premises are fit for the particular purposes for which Licensee intends to utilize the Licensed Premises. Licensee agrees and understands that the use of the Licensed Premises are at the sole risk and judgment of Licensee, its agents and employees, and Licensee, for itself and its agents and employees, hereby releases and agrees to indemnify and hold CWLP harmless for injuries to persons or damage to property arising out of Licensee's, or its agents' use of said Licensed Premises. Licensee shall indemnify CWLP against any and all liability, loss, cost, damage or expense sustained by CWLP, including attorneys' fees and other expenses of litigation, arising prior to the termination of this License and delivery of possession of the Licensed Premises to CWLP.

G. Licensee's Duty to Maintain.

Licensee shall keep the Licensed Premises in sanitary, clean and safe condition; prevent all unnecessary waste, loss, or damage to the Licensed Premises; provide adequate and appropriate receptacles for garbage and rubbish and dispose all rubbish, garbage and other waste in a clean and sanitary manner from the premises to refuse facilities; properly use and operate all appliances, electrical, gas and plumbing fixtures; not place in the premises

any furniture, plants, animals or any other things which harbor insects, rodents, or any other pests; not destroy, deface, damage, impair nor remove any part of the premises or facilities, equipment or appurtenances thereto; and prevent any person in or on the premises with Licensee's permission from violating any of the foregoing licensee obligations.

licensee is solely responsible for all necessary maintenance and repairs to the club house and boat ramp.

H. Improvements and Reimbursement.

Licensee shall not enter into any construction or remodeling projects of any kind on the Licensed Premises without the prior written consent of CWLP. Licensee shall not make any other improvements to the licensed Premises without CWLP's prior written consent. licensee waives all rights to reimbursement and hereby expressly releases CWLP from all expenses and costs incurred by licensee for such improvements.

I. Damage to Premises.

If the club house is damaged or destroyed by fire or casualty and CWLP decides not to rebuild or repair, this License shall immediately terminate. Licensee shall at its own expense insure its own personal property against the perils of fire and all other risks. CWLP, including its officials, employees, and agents, shall under no circumstances be liable to the Licensee under any legal theory for any loss of or damage to any property of the Licensee. Licensee hereby waives and exculpates CWLP of and from any and all liability and agrees to look solely to whatever insurance it deems is prudent in its sole judgment to provide to protect itself from any losses.

J. Utilities.

CWLP shall have no duty to provide utilities to the Licensed Premises. Licensee shall maintain sole responsibility for any utilities it desires. Licensee agrees to establish and maintain, in licensee's name, utility services and pay for such services promptly when billed.

Licensee shall provide at its own cost sewage disposal services to the club house in accordance with all applicable federal, state and local laws, rules, regulations and ordinances.

K. No Assignment or Sub-License.

Licensee shall not assign this License or sublet any part of the Licensed Premises without CWLP's prior written consent. Licensee further declares that the only persons or parties interested in this License as principal are those named herein and that the License is made

without collusion with any other party, firm or corporation. Assignment, subcontracting or transfer of all or part of the interests of licensee in the work covered by this License is prohibited.

L. Fishing and Hunting Rights.

licensee may use the Licensed Premises, including boating on the lake on the licensed Premises, for purposes of fishing, provided that such fishing is conducted in strict compliance with all applicable federal, state and local laws and regulations. CWLP reserves the right to restrict the number of persons eligible to fish on the Licensed Premises. Licensee hereby indemnifies, releases, and discharges CWLP, its officials, employees, and agents, from any and all liability of any nature from any cause whatsoever, including the acts or omissions of CWLP. Licensee further agrees to indemnify and hold harmless CWLP from all liability loss, claim, cost or expense, including attorney's fees, or any damage whatsoever, including death or damage to property, resulting from any claim, suit, demand, or action which may hereafter be made or instituted against CWLP as a result of the exercise of the rights under this License by Licensee and its members. Licensee for itself and its members agrees to assume all risks encountered in the course of the exercise of these rights and covenants that each is fully aware that personal risk of injury may be involved.

Notwithstanding any other provisions of this lease, Licensee may use the leased premises for purposes of hunting, provided that such hunting is conducted in strict compliance with all applicable federal, state and local laws and regulations. CWLP reserves the right to restrict the number of members eligible to hunt under this provision. Licensee shall neither seek nor receive any remuneration, fee or gratuity from any person or entity directly or indirectly in connection with permission to hunt by licensee. With regard to the rights granted hereunder, Licensee hereby indemnifies, releases, and discharges CWLP, its officials, employees, and agents (collectively, the "CWLP Releasees"), from any and all liability of any nature from any cause whatsoever, including the acts or omissions of any of the CWLP Releasees. licensee further agrees to indemnify and hold harmless the CWLP Releasees, and each of them, from all liability, loss, claim, cost or expense, including attorney's fees, or any damage whatsoever, including death or damage to property, resulting from any claim, suit, demand, or action which may hereafter be made or instituted against any of the CWLP Releasees as a result of the exercise of the rights under this license by licensee or any of its members. Licensee for itself and its members agree to assume all risks encountered in the course of the exercise of these rights and covenants that each is fully aware that personal risk of injury may be involved. All types of lead ammunition are prohibited.

N. Right of Entry.

CWLP reserves the right for itself, its employees, agents, contractors or members to enter on the licensed Premises at any time without notice.

O. Failure to Surrender.

licensee agrees that at the expiration or termination of this license, licensee shall vacate and yield possession of the licensed Premises to CWLP without further demand or notice. If the licensee fails to do so, licensee shall pay CWLP a penalty of \$100.00/day, in addition to any actual damages caused by licensee or its members to the licensed Premises.

P. Miscellaneous.

This license is not intended to benefit any third party.

No waiver by CWLP at any time of the terms and conditions of this license shall be deemed or construed as a waiver at any time thereafter of the same or other terms or conditions or of any timely performance of such terms and conditions.

licensee certifies that licensee: (i) is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating Section 33E-3 or 33E-4 of the Illinois Criminal Code; (ii) is not delinquent in the payment of any tax administered by the Illinois Department of Revenue; (iii) provides, and will continue to provide, a drug free workplace in accordance with the Drug Free Workplace Act, 30 ILCS 580/1, *et seq.*; and (iv) will comply with the nondiscrimination provisions of all applicable laws, including Chapter 93 of the 1988 City of the City Code of Ordinances, as amended.

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

LICENSEE:

CITY OF SPRINGFIELD, ILLINOIS
a municipal corporation

Signature: Richard D. Catbar

By: _____ Mayor *GC*

Name (Print): Richard D. Catbar

Title: Sec.

Date: 3/4/2026

Attest: _____ City Clerk

Subscribed and sworn to before
me this May 4, 2026

Mary Margaret McGrath
Notary



Exhibit A

Legal Description of Property

Licensed acreage is included within the following legal description:

Beginning at a point on the East bank of Clear Lake bearing South 60 degree West from a point South 32 degrees West 729 feet from the center of Section 22, Township 16 North, Range 4 West of the Third Principal Meridian; thence North 60 degrees East to a said point South 32 degrees West 729 feet from the center of Section 22, thence South 30 degrees East 400 feet; thence South 60 degrees West to the East bank of Clear Lake; thence following the meanderings of the East bank of Clear Lake to the point of beginning; containing 3 acres more or less, and situated in Sangamon County, Illinois.

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Emily Rosenberger

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

PHONE NUMBER: x-2609

FISCAL IMPACT: (\$15,000)

SUGGESTED TITLE: Licensing Agreement/ Spring River Hunting and Fishing Club/ \$15,000 (revenue) for the Office of Public Utilities

CONTRACTOR / VENDOR NAME: Spring River Hunting and Fishing Club VENDOR NO: _____

CONTRACT TERM: 3 years April 1, 2026- March 30, 2029 Change In Scope Yes No

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

Method of Purchase (check one)

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

Previous Ord #'s 439-10-23, 451-11-22

- 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	101	100	BC	5889	C130 \$15,000
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.)

Licensing Agreement

STAFF ANALYSIS

This Ordinance approves and authorizes the execution of a license agreement for a two-year term with the Spring River Hunting and Fishing Club (the "Club"). The Club will be allowed to use the Gravel Pit for fishing purposes. This three-year is from April 1, 2026 to March 31, 2029. The license fee of \$5,000 (per year) shall be paid bi-annually (April & October), beginning April 1, 2026.

FUNDS CHECK BY: Dakota Capranica
Digitally signed by Dakota Capranica Date: 2026.05.06 13:56:49 -05'00'

DIRECTOR / SUPERVISOR: Scott M. Rogers
Digitally signed by Scott M. Rogers Date: 2026.05.06 13:43:24 -05'00'

CITY PURCHASING AGENT: _____

SIGN OFF: _____
(Mayor's Signature) GEM

Date: _____

Date: 5/6/2026

Date: 5/6/2026

(Director of OBM)

The information supplied on this form is not confidential information

2026-246

**AN ORDINANCE APPROVING PAYMENT TO SUBSTATION ENTERPRISES AND
AUTHORIZING SUPPLEMENTAL APPROPRIATION OF THE MISO J1610
DEPOSITS IN AN AMOUNT NOT TO EXCEED \$184,718.00, FOR THE OFFICE OF
PUBLIC UTILITIES**

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

WHEREAS, this Ordinance approves and authorizes execution of Contract No. UE27-03-08 with Substation Enterprises in an amount not to exceed \$184,718.00 for a structural steel package in relation to the Sangamon and Bridgeland Solar Project (MISO Project J1610), and

WHEREAS, this Ordinance is requesting Supplemental Appropriation in the amount of \$184,718.00 from the City of Springfield's MISO J1610 deposits into Account No. 102-100-CBEA-3532-2313.

**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 One Hundred and Eighty-Four Thousand, Seven Hundred and Eighteen Dollars and No Cents (\$184,718.00).

Section 2: That the Office of Budget and Management is hereby directed to effectuate the Supplemental Appropriation from the MISO J1610 Deposits into Account No. 102-100-CBEA-3532-2313.

Section 3: The Council of the City of Springfield, Illinois, hereby approves payment to Substation Enterprises in an amount not to exceed One Hundred and Eighty-Four Thousand, Seven Hundred and Eighteen Dollars and No Cents (\$184,718.00).

Section 4: The Mayor and the City Clerk are hereby authorized and empowered to execute contract UE27-03-08 on behalf of the City of Springfield Office of Public Utilities.

Section 5: The payment to Substation Enterprises for a total maximum amount not to exceed One Hundred and Eighty-Four Thousand, Seven Hundred and Eighteen Dollars and No Cents (\$184,718.00) from Account No. 102-100-CBEA-3532-2313 is hereby authorized, approved, and directed.

Section 6: This Ordinance shall become effective upon its passage and recording by the Office of the City Clerk.

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk, Charles Redpath

Approved as to legal sufficiency:

 **5-13-26**

Office of Corporation Counsel/ Date
Requested by Mayor Misty Buscher

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: Substation Enterprises
CONTRACT AMOUNT: \$184,718.00
TYPE OF AWARD: Lowest Bidder meeting Specifications

PRIOR ORDINANCE INFORMATION:

INFORMATION:

An Ordinance awarding contract UE27-03-08 to Substation Enterprises for the purchase of Substation Structures in the amount of \$184,718.00 for the J1610/ Alpha 138kV Interconnection Substation and authorizing a supplemental appropriation from the MISO J1610 fund in the same amount for the Office of Public Utilities, Transmission and Distribution Division.

Purchase of structural steel package for the J1610/ Alpha 138kV Interconnection Substation is being constructed to accommodate interconnection of the South Sangamon/ Bridgeland solar project per an executed MISO Generator Interconnection Agreement. Purchase is fully funded by interconnection customer contributions and will be procured using Supplemental Appropriation from the MISO J1610 fund for this purpose. Substation Enterprises was the lower bidder meeting specifications.

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Emily Rosenberger

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

PHONE NUMBER: x-2609

FISCAL IMPACT: \$184,718.00

SUGGESTED TITLE: Purchase/ Substation Structures/ Substation Enterprises/ MISO J1610/ \$184,718.00/ for the Office of Public Utilities

CONTRACTOR / VENDOR NAME: Substation Enterprises 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	102	100	CBEA	3532	2313	\$184,718.00
2						
3						
4						

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

Bids

STAFF ANALYSIS

An Ordinance awarding contract UE27-03-08 to Substation Enterprises for the purchase of Substation Structures in the amount of \$184,718.00 for the J1610/ Alpha 138kV Interconnection Substation and authorizing a supplemental appropriation from the MISO J1610 fund in the same amount for the Office of Pub'oc Utilities 102-1CBEA-3532-2313

Purchase of structural steel package for the J1610/ Alpha 138kV Interconnection Substation is being constructed to accommodate interconnection of the South Sangamon/ Bridgeland solar project per an executed MISO Generator Interconnection Agreement. Purchase is fully funded by interconnection customer contributions and will be procured using Supplemental Appropriation from the MISO J1610 fund for this purpose. Substation Enterprises was the lower bidder meeting specifications.

FUNDS CHECK BY: Kerfoot, Benjamin R. Digitally signed by Kerfoot, Benjamin R. Date: 2026.04.24 11:31:51 -05'00'

DIRECTOR / SUPERVISOR: Gorsek, Mike Digitally signed by Gorsek, Mike Date: 2026-04-21 11:23:09 -05'00'

CITY PURCHASING AGENT: _____

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

Date: _____

Date: Scott Rogers Digitally signed by Scott Rogers Date: 2026.04.24 10:04:07 -05'00'

Date: 4/24/26

SIGN OFF: [Signature]
(Director of OBM)

The information supplied on this form is not confidential information.

2026-247

AN ORDINANCE APPROVING PAYMENT TO GE VERNOVA AND AUTHORIZING SUPPLEMENTAL APPROPRIATION OF THE MISO J1610 DEPOSITS IN AN AMOUNT NOT TO EXCEED \$69,333.00, FOR THE OFFICE OF PUBLIC UTILITIES

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

WHEREAS, this Ordinance approves and authorizes execution of Contract No. UE27-03-09 with GE Vernova in an amount not to exceed \$69,333.00 for the purchase of three (3) CT/PT revenue metering units in relation to the Sangamon and Bridgeland Solar Project (MISO Project J1610), and

WHEREAS, this Ordinance is requesting Supplemental Appropriation in the amount of \$69,333.00 from the City of Springfield's MISO J1610 deposits into Account No. 102-100-CBEA-3532-2310.

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 Sixty-Nine Thousand, Three Hundred Thirty-Three dollars and No Cents (\$69,333.00).

Section 2: That the Office of Budget and Management is hereby directed to effectuate the Supplemental Appropriation from the MISO J1610 Deposits into Account No. 102-100-CBEA-3532-2310.

Section 3: The Council of the City of Springfield, Illinois, hereby approves payment to GE Vernova in an amount not to exceed Sixty-Nine Thousand, Three Hundred Thirty-Three dollars and No Cents (\$69,333.00).

Section 4: The Mayor and the City Clerk are hereby authorized and empowered to execute contract UE27-03-09 on behalf of the City of Springfield Office of Public Utilities.

Section 5: The payment to Substation Enterprises for a total maximum amount not to exceed Sixty-Nine Thousand, Three Hundred Thirty-Three dollars and No Cents (\$69,333.00) from Account No. 102-100-CBEA-3532-2310 is hereby authorized, approved, and directed.

Section 6: This Ordinance shall become effective upon its passage and recording by the Office of the City Clerk.

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____

City Clerk, Charles Redpath

Approved as to legal sufficiency:

 5-13-20

Office of Corporation Counsel/ Date

Requested by Mayor Misty Buscher

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: GE Vernova
CONTRACT AMOUNT: \$69,333.00
TYPE OF AWARD: Lowest Bidder meeting Specifications

PRIOR ORDINANCE INFORMATION:

INFORMATION:

An Ordinance awarding contract UE27-03-09 to GE Vernova for the purchase of three (3) CT/PT revenue metering units in the amount of \$69,333.00 for the J1610/ Alpha 138kV Interconnection Substation and authorizing a supplemental appropriation from the MISO J1610 fund in the same amount for the Office of Public Utilities, Transmission and Distribution Division.

Purchase of three (3) CT/PT revenue metering units for the J1610/ Alpha 138kV Interconnection Substation Station is being constructed to accommodate interconnection of the South Sangamon/ Bridgeland solar project per an executed MISO Generator Interconnection Agreement. Purchase is fully funded by interconnection customer contributions and will be procured using Supplemental Appropriation form the MISO J1610 fund for this purpose. GE Vernova was the low bidder meeting specifications.

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Emily Rosenberger

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

PHONE NUMBER: x-2609

FISCAL IMPACT: \$69,333.00

SUGGESTED TITLE: Purchase/ 3 Revenue Units/ GE Vernova/ MISO J1610/ \$69,333.00/ for the Office of Public Utilities

CONTRACTOR / VENDOR NAME: GE Vernova VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes No

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

Method of Purchase (check one)

Previous Ord #'s _____

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

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	102	100	CBEA	3532	2310	\$69,333.00
2						
3						
4						

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

STAFF ANALYSIS

An Ordinance awarding contract UE27-03-09 to GE Vernova for the purchase of three (3) CT/PT revenue metering units in the amount of \$69,333.00 for the J1610/ Alpha 138kV Interconnection Substation and authorizing a supplemental appropriation from the MISO J1610 fund in the same amount for the Office of Public Utilities, 102-100-CBEA-3532-2310.

Purchase of three (3) CT/PT revenue metering units for the J1610/ Alpha 138kV Interconnection Substation Station is being constructed to accommodate interconnection of the South Sangamon/ Bridgeland solar project per an executed MISO Generator Interconnection Agreement. Purchase is fully funded by interconnection customer contributions and will be procured using Supplemental Appropriation form the MISO J1610 fund for this purpose. GE Vernova was the low bidder meeting specifications.

FUNDS CHECK BY: Kerfoot, Benjamin R. Digitally signed by Kerfoot, Benjamin R. Date: 2026.04.28 14:34:30 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Gorsek, Mike Digitally signed by Gorsek, Mike Date: 2026.04.21 11:22:55 -05'00'

Date: Scott Rogers Digitally signed by Scott Rogers Date: 2026.04.21 10:00:46 -05'00'

CITY PURCHASING AGENT: [Signature]

Date: 4-28-2026

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

[Signature]
(Director of OBM)

The information supplied on this form is not confidential information.

2026-248

1185

**AN ORDINANCE APPROVING PAYMENT TO MVA POWER INC., AND
AUTHORIZING SUPPLEMENTAL APPROPRIATION OF THE MISO J1610
DEPOSITS IN AN AMOUNT NOT TO EXCEED \$77,010.00, FOR THE OFFICE OF
PUBLIC UTILITIES**

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

WHEREAS, this Ordinance approves and authorizes execution of Contract No. UE27-03-11 with MVA Power Inc. in an amount not to exceed \$77,010.00 for the purchase steel poles in relation to the Sangamon and Bridgeland Solar Project (MISO Project J1610), and

WHEREAS, this Ordinance is requesting Supplemental Appropriation in the amount of \$77,010.00 from the City of Springfield's MISO J1610 deposits into Account No. 102-100-CBAC-3532-2313.

**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 Seventy-Seven Thousand Ten dollars and No Cents (\$77,010.00).

Section 2: That the Office of Budget and Management is hereby directed to effectuate the Supplemental Appropriation from the MISO J1610 Deposits into Account No. 102-100-CBAC-3532-2313.

Section 3: The Council of the City of Springfield, Illinois, hereby approves payment to MVA Power Inc. in an amount not to exceed Seventy-Seven Thousand Ten dollars and No Cents (\$77,010.00).

Section 4: The Mayor and the City Clerk are hereby authorized and empowered to execute contract UE27-03-11 on behalf of the City of Springfield Office of Public Utilities.

Section 5: The payment to MVA Power Inc. for a total maximum amount not to exceed Seventy-Seven Thousand Ten dollars and No Cents (\$77,010.00) from Account No. 102-100-CBAC-3532-2313 is hereby authorized, approved, and directed.

Section 6: This Ordinance shall become effective upon its passage and recording by the Office of the City Clerk.

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____

City Clerk, Charles Redpath

Approved as to legal sufficiency:

 **S-13-20**

Office of Corporation Counsel/ Date

Requested by Mayor Misty Buscher

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: MVA Power Inc
CONTRACT AMOUNT: \$77,010.00
TYPE OF AWARD: Lowest Bidder meeting Specifications

PRIOR ORDINANCE INFORMATION:

INFORMATION:

An Ordinance awarding contract UE27-03-11 to MVA Power Inc. for the purchase of Steel Poles in the amount of \$77,010.00 for the J1610/ Alpha 138kV Interconnection Substation and authorizing a supplemental appropriation from the MISO J1610 Fund in the same amount for the Office of Public Utilities, Transmission and Distribution Division.

Purchase of three (3) steel poles for the J1610/ Alpha 138kV Interconnection Substation. Station is being constructed to accommodate interconnection of the South Sangamon/ Bridgeland solar project per executed MISO Generator Interconnection Agreement. Purchase is fully funded by interconnection customer contributions and will be procured using Supplemental Appropriation from the MISO J1610 fund for this purpose. MVA Power Inc was the lower bidder meeting specifications.

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: \$77,010.00

SUGGESTED TITLE: Purchase/ Steel Poles/ MVA Power Inc/ MISO J1610/ \$77,010.00 for the Office of Public Utilities

CONTRACTOR / VENDOR NAME: MVA Power Inc 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	102	100	CBAC	3552	2313	\$77,010.00
2						
3						
4						

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

Bids

STAFF ANALYSIS

An Ordinance awarding contract UE27-03-11 to MVA Power Inc. for the purchase of Steel Poles in the amount of \$77,010.00 for the J1610/ Alpha 138kV Interconnection Substation and authorizing a supplemental appropriation from the MISO J1610 Fund in the same amount for the Office of Public Utilities, account 102-100-CABC-3552-2313.

Purchase of three (3) steel poles for the J1610/ Alpha 138kV Interconnection Substation. Station is being constructed to accommodate interconnection of the South Sangamon/ Bridgeland solar project per an executed MISO Generator Interconnection Agreement. Purchase is fully funded by interconnection customer contributions and will be procured using Supplemental Appropriation from the MISO J1610 fund for this purpose. MVA Power Inc was the lower bidder meeting specifications.

FUNDS CHECK BY: Kerfoot, Benjamin R. Digitally signed by Kerfoot, Benjamin R. Date: 2026.04.24 11:32:40 -0500

DIRECTOR / SUPERVISOR: Gorsek, Mike Digitally signed by Gorsek, Mike Date: 2026.04.21 11:22:25 -0500

CITY PURCHASING AGENT: _____

SIGN OFF: _____

(Mayor's Signature) *GEM*

Date: _____

Scott Rogers Digitally signed by Scott Rogers Date: 2026.04.24 09:56:22 -0500

Date: 4/24/26

(Director of OBM)

2026-249

AN ORDINANCE APPROVING PAYMENT TO WESCO AND AUTHORIZING SUPPLEMENTAL APPROPRIATION OF THE MISO J1610 DEPOSITS IN AN AMOUNT NOT TO EXCEED \$12,055.55, FOR THE OFFICE OF PUBLIC UTILITIES

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

WHEREAS, this Ordinance approves and authorizes execution of Contract No. UE27-03-12 with Wesco in an amount not to exceed \$12,055.55 for the purchase CCVT unit in relation to the Sangamon and Bridgeland Solar Project (MISO Project J1610), and

WHEREAS, this Ordinance is requesting Supplemental Appropriation in the amount of \$12,055.55 from the City of Springfield's MISO J1610 deposits into Account No. 102-100-CBEA-3532-2310.

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 Twelve Thousand Fifty-Five Dollars and Fifty-Five Cents (\$12,055.55).

Section 2: That the Office of Budget and Management is hereby directed to effectuate the Supplemental Appropriation from the MISO J1610 Deposits into Account No. 102-100-CBEA-3532-2310.

Section 3: The Council of the City of Springfield, Illinois, hereby approves payment to Wesco. in an amount not to exceed Twelve Thousand Fifty-Five Dollars and Fifty-Five Cents (\$12,055.55).

Section 4: The Mayor and the City Clerk are hereby authorized and empowered to execute contract UE27-03-12 on behalf of the City of Springfield Office of Public Utilities.

Section 5: The payment to MVA Power Inc. for a total maximum amount not to exceed Twelve Thousand Fifty-Five Dollars and Fifty-Five Cents (\$12,055.55) from Account No. 102-100-CBEA-3532-2310 is hereby authorized, approved, and directed.

Section 6: This Ordinance shall become effective upon its passage and recording by the Office of the City Clerk.

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____

City Clerk, Charles Redpath

Approved as to legal sufficiency:

 5-13-26

Office of Corporation Counsel/ Date

Requested by Mayor Misty Buscher

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: Westco
CONTRACT AMOUNT: \$12,055.55
TYPE OF AWARD: Lowest Bidder meeting Specifications

PRIOR ORDINANCE INFORMATION:

INFORMATION:

An Ordinance awarding Contract UE27-03-12 to Wesco for the purchase of one (1) CCVT unit in the amount of \$12,055.55 for the J1610/ Alpha 138kV Interconnection Subdivision and authorizing a supplemental appropriation from the MISO J1610 fund in the same amount for the Office of Public Utilities, Transmission and Distribution Division.

Purchase of one (1) coupling capacitor voltage transformer (CCVT) for the J1610/ Alpha 138kV Interconnection Substation. Station is being constructed to accommodate interconnection of the South Sangamon/ Bridgeland solar power project as executed MISO Generator Interconnection Agreement. Purchase is fully funded by interconnection customer contributions and will be procured using Supplemental Appropriation from the MISO J1610 fund for this purpose.

Wesco was the lowest bidder meeting specifications.

CONTRACT NAME: Coupling Capacitor Voltage Transformer
 CONTRACT NO: UEZ7-03-12
 DEPARTMENT: Electric T & D
 DATE: April 9, 2026



Summary Bid Tab Sheet

	Electrorep Energy Products		Graybar Springfield, IL		Wesco Mattoon, IL		Pulsarac Solutions San Antonio, TX		GE Vernova/Lynn Elliott Olathe, KS	
	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Coupling Capacitor Voltage Transformer (1 unit)	\$ 15,225.00	\$ 15,225.00	\$ 18,171.76	\$ 18,171.76	\$ 12,055.55	\$ 12,055.55	\$ 25,105.00	\$ 25,105.00	\$ 15,446.00	\$ 15,446.00
Mfr/Model	Trench	TEVP145	GE	OTCF 145 EM	Ritz	CVO 145IM	Not Provided	GE Vernova	OTCF 145	
Lead Time ARO	Disqualified	54-56 weeks		32-34 weeks		30-32 weeks	22 weeks		32-34 weeks	
Local Vendor Preference		\$ 761.25				\$ 602.78	\$ 1,255.25		\$ 772.30	
Total for Revenue Materng Units		Disqualified		\$ 18,171.76		\$ 12,658.33	\$ 26,360.25		\$ 16,218.30	
Electrorep Energy Products bid disqualified due to lead time in excess of 40 weeks										
Electric T&D recommends award of bid UEZ7-03-12 to Wesco										

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Emily Rosenberger

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

PHONE NUMBER: x-2609

FISCAL IMPACT: \$12,055.55

SUGGESTED TITLE: Purchase/ One (1) CCVT Unit/ Wesco/ MISO J1610/ \$12,055.55/ for the Office of Public Utilities

CONTRACTOR / VENDOR NAME: Wesco VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes No

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

Method of Purchase (check one)

Previous Ord #'s _____

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

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	102	100	CBEA	3552	2310	\$12,055.55
2						
3						
4						

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

STAFF ANALYSIS

An Ordinance awarding Contract UE27-03-12 to Wesco for the purchase of one (1) CCVT unit in the amount of \$12,055.55 for the J1610/ Alpha 138kV Interconnection Substation and authorizing a supplemental appropriation from the MISO J1610 fund in the same amount of the Office of Public Utilities, Transmission and Distribution Division.

Purchase of one (1) coupling capacitor voltage transformer (CCVT) for the J1610/ Alpha 138kV Interconnection Substation. Station is being constructed to accommodate interconnection of the South Sangamon/ Bridgeland solar project per an executed MISO Generator Interconnection Agreement. Purchase is fully funded by interconnection customer contributions and will be procured using Supplemental Appropriation from the J1610 fund for this purpose. Wesco was the lowest bidder meeting specifications.

FUNDS CHECK BY: Kerfoot, Benjamin R. Digitally signed by Kerfoot, Benjamin R. Date: 2026.04.28 14:35:18 -05'00'


Date: _____

DIRECTOR / SUPERVISOR: Gorsek, Mike Digitally signed by Gorsek, Mike Date: 2026.04.21 11:21:42 -05'00'

Date: Scott Rogers Digitally signed by Scott Rogers Date: 2026.04.21 09:31:13 -05'00'

CITY PURCHASING AGENT: 

Date: 4-29-2026

SIGN OFF: _____
(Mayor's Signature) 


(Director of OBM)

AN ORDINANCE AUTHORIZING THE PURCHASE OF A NEW 2025 JOHN DEERE 244 P LOADER FROM MARTIN EQUIPMENT IN AN AMOUNT NOT TO EXCEED \$149,890.00, 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, the Office of Public Utilities desires to purchase a 2025 John Deere 244 P Loader; and

WHEREAS, Martin Equipment is willing to provide a 2025 John Deere 244 P Loader in an amount not to exceed \$149,890.00; and

WHEREAS, the City Purchasing Agent has made a determination, in writing, that this purchase is exempt from provisions of the City Purchasing Code requiring sealed competitive bidding pursuant to the exceptions contained in Section 38.50(3) as this is a joint purchase under Sourcewell Contract 011723-JDC; and

WHEREAS, pursuant to the above determination, the City Purchasing Agent recommends purchase of the 2025 John Deere 244 P Loader in an amount not to exceed \$149,890.00; and

WHEREAS, a copy of the purchase 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 the purchase of a 2025 John Deere 244 P Loader in an amount not to exceed \$149,890.00 for the Office of Public Utilities. 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 Martin Equipment in an amount not to exceed \$149,890.00 from Account No. 101-200-JAAD-4682-1504-T176.

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 Redpath

Approved as to legal sufficiency:



Office of Corporation Counsel/ Date
Requested by Mayor Misty Buscher

Office of Public Utilities
ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

CONTRACTOR NAME: Martin Equipment

CONTRACT AMOUNT: \$149,890.00

TYPE OF AWARD:

INFORMATION:


An Ordinance authorizing payment to Martin Equipment for one (1) 2025 John Deere 244 P Loader for Lake Services Maintenance. Per Sourcewell 34550. This backhoe will replace garage redlined vehicle #608.



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

MEMORANDUM

TO: Emily Rosenberger

FROM: Anthony Quinones - Assistant Purchasing Agent 

DATE: April 27, 2026

SUBJECT: Joint Contract Determination

I have reviewed the Ordinance Fact Sheet concerning Martin Equipment for purchase of one (1) John Deere 244 P Loader to replace redlined vehicle #608 at Lake Services Maintenance in an amount not to exceed \$149,890.00 for CWLP – Office of Public Utilities

Sourcewell Joint Purchase Contract # 011723-JDC.

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.



2384 J. David Jones Parkway
 Springfield, IL 62707
 T: (217) 528-4347
 F: (217) 525-0519

Quote Issued To: CITY OF SPRINGFIELD (WATER DEPT) MUNICIPAL CENTER SPRINGFIELD IL 62757 2177892312 Quote Issued By: Adam Paul	QUOTATION Quote #: 1016093 Issue Date: 4/15/2026 Expire Date: 5/14/2026 FOB: Springfield
---	---

ITEMS LISTED FOR SALE

Item #	Year	Make	Model	Serial #	Hours	Quoted Sale Price
79666	2025	JOHN DEERE	244 P	1LU244PACZB096572	9	\$149,890.00

Description

90" SSL BUCKET
 84" POWER RAKE
 78" GRAPPLE BUCKET
 8' PROTECH SNOW PUSHER
 84" ROCK BUCKET
 Hydrostat With Two Speed Synchronized ShiftOnFly Transmission
 High Speed
 YANMAR 4TNV98CT FT4EU STAGE V
 36570R18 Mitas EM01
 LED Work Lights Front and Rear Single

NOTES

THIS QUOTE INCLUDES TWO FRONT LED LIGHTS ADDED, AND 4 CORNER STROBE LIGHTS.
 Sourcewell Account Number- 34550

QUOTE SUMMARY

Total Sale price:	\$149,890.00
Total Trade Allowance:	\$0.00
<hr/>	
Subtotal:	\$149,890.00
Sales Tax:	\$0.00
Rent Applied:	\$0.00
Cash with Order:	\$0.00
Document Fee:	\$0.00



2026-251



2384 J. David Jones Parkway
Springfield, IL 62707
T: (217) 528-4347
F: (217) 525-0519

TOTAL: \$149,890.00

Acceptance Signature: _____ Date: _____

*All quotations contingent upon strikes, delays, and conditions beyond our control. Prices subject to change with or without notice.
All prices are subject to expiration of any current sales programs and incentives.*



**Sourcewell Contract 011723-JDC
John Deere Shared Services LLC
U.S. Pricing Document**

**Canada pricing is based off U.S. List Price plus exchange factor at time of quote request

John Deere Model	Base Code	Date of Price Page	Base Model List Price	Sourcewell Discount
Articulated Dump Trucks				
260 P-Tier		2/15/2026	\$ 617,643.00	28.0%
310 P-Tier		2/15/2026	\$ 686,019.00	28.0%
410 P-Tier		2/15/2026	\$ 860,098.00	28.0%
460 P-Tier		2/15/2026	\$ 912,856.00	28.0%
Backhoes				
310 G-Tier		2/15/2026	\$ 162,837.00	43.0%
310 P-Tier		2/15/2026	\$ 175,743.00	43.0%
320 P-Tier		2/15/2026	\$ 191,258.00	43.0%
410 P-Tier		2/15/2026	\$ 220,843.00	41.0%
710 P-Tier		2/15/2026	\$ 314,847.00	43.0%
Compact Track Loaders				
317G		2/22/2026	\$ 73,163.00	30.0%
317 P-Tier		2/15/2026	\$ 70,697.00	24.0%
325G		2/22/2026	\$ 85,730.00	30.0%
325 P-Tier		2/15/2026	\$ 78,975.00	24.0%
331 P-Tier		2/15/2026	\$ 108,577.00	30.0%
333G		2/22/2026	\$ 117,518.00	30.0%
333 P-Tier		2/15/2026	\$ 125,077.00	30.0%
335 P-Tier		2/15/2026	\$ 143,639.00	30.0%
Crawler Dozers				
450 P-Tier		2/22/2026	\$ 175,562.00	27.0%
550 P-Tier		2/22/2026	\$ 211,943.00	27.0%
650 P-Tier		2/22/2026	\$ 242,264.00	28.0%
700L		2/8/2026	\$ 255,887.00	25.0%
700 P-Tier		2/15/2026	\$ 271,083.00	25.0%
750L		2/8/2026	\$ 384,938.00	25.0%
750 P-Tier		2/15/2026	\$ 439,798.00	25.0%
850L		2/8/2026	\$ 478,037.00	26.0%
850 P-Tier		2/15/2026	\$ 561,910.00	26.5%
850 X-Tier		2/15/2026	\$ 609,260.00	26.5%
950K		2/8/2026	\$ 783,480.00	33.0%
950 P-Tier		2/15/2026	\$ 853,366.00	27.0%
1050K		2/8/2026	\$ 961,458.00	33.0%
1050 P-Tier		2/15/2026	\$ 922,779.00	27.0%
Crawler Loaders				
655 P-Tier		2/15/2026	\$ 356,745.00	28.0%
755 P-Tier		2/15/2026	\$ 487,592.00	28.0%
Excavators				
75 P-Tier		2/15/2026	\$ 159,215.00	32.5%
85 P-Tier		2/15/2026	\$ 175,083.00	33.0%
130 P-Tier		2/15/2026	\$ 255,589.00	32.5%
135 P-Tier		2/15/2026	\$ 289,159.00	32.5%
160 P-Tier		2/15/2026	\$ 287,905.00	32.5%
190GW FT4		2/8/2026	\$ 430,140.00	43.0%
200 G-Tier		2/15/2026	\$ 291,429.00	36.0%
210 P-Tier	04E0FF	2/24/2026	\$ 305,203.00	32.5%

210 P-Tier DEX	04E2FF	2/15/2026	\$ 290,016.00	30.5%
230 P-Tier DEX		2/15/2026	\$ 311,326.00	30.5%
245 P-Tier		2/15/2026	\$ 391,853.00	32.5%
250 P-Tier		2/24/2026	\$ 364,508.00	32.5%
260 P-Tier DEX		2/15/2026	\$ 334,467.00	30.5%
300 P-Tier		2/15/2026	\$ 428,029.00	32.5%
345 P-Tier		2/15/2026	\$ 517,003.00	32.5%
350 P-Tier		2/15/2026	\$ 489,766.00	32.5%
380 P-Tier		2/15/2026	\$ 507,734.00	32.5%
470 P-Tier		2/24/2026	\$ 716,158.00	32.0%
510 P-Tier		2/15/2026	\$ 735,454.00	32.0%
670 P-Tier		2/15/2026	\$ 1,052,864.00	32.5%
870 P-Tier		2/15/2026	\$ 1,380,498.00	32.5%
Excavators (Compact)				
17 P-Tier	0110FF	2/15/2026	\$ 42,583.00	27%
17 P-Tier	02AOT	2/15/2026	\$ 39,700.00	22%
26 P-Tier	0130FF	2/15/2026	\$ 51,743.00	27%
26 P-Tier	02BOT	2/15/2026	\$ 48,240.00	22%
30 P-Tier		2/15/2026	\$ 61,812.00	27%
35 P-Tier		2/15/2026	\$ 68,240.00	27%
50 P-Tier		2/15/2026	\$ 92,597.00	27%
60 P-Tier		2/15/2026	\$ 108,837.00	27%
Tractor Loader				
210 G-Tier		2/8/2026	\$ 140,824.00	39%
210 P-Tier		2/8/2026	\$ 148,628.00	39%
Motor Graders				
620G		2/8/2026	\$ 425,223.00	41%
620 G-Tier		2/15/2026	\$ 339,186.00	39%
620 P-Tier		2/15/2026	\$ 497,590.00	39%
622G		2/8/2026	\$ 487,918.00	41%
622 G-Tier		2/15/2026	\$ 391,094.00	39%
622 P-Tier		2/15/2026	\$ 562,990.00	39%
670G		2/8/2026	\$ 473,429.00	42%
670 G-Tier		2/15/2026	\$ 383,571.00	39%
670 P-Tier		2/15/2026	\$ 548,170.00	39%
672G		2/8/2026	\$ 522,153.00	42%
672 G-Tier		2/15/2026	\$ 432,371.00	39%
672 P-Tier		2/15/2026	\$ 601,410.00	38%
770G		2/8/2026	\$ 511,059.00	43%
770 G-Tier		2/15/2026	\$ 417,200.00	39%
770 P-Tier		2/15/2026	\$ 590,200.00	41%
772G		2/8/2026	\$ 568,132.00	43%
772 G-Tier		2/15/2026	\$ 474,114.00	39%
772 P-Tier		2/15/2026	\$ 652,500.00	41%
870G		2/8/2026	\$ 554,406.00	43%
870 P-Tier		2/15/2026	\$ 634,540.00	40%
872G		2/8/2026	\$ 630,385.00	43%
872 P-Tier		2/15/2026	\$ 719,850.00	41%
Skid Steer Loaders				
316 P-Tier		2/15/2026	\$ 54,585.00	24%
318G		2/22/2026	\$ 63,795.00	30%
318 P-Tier		2/15/2026	\$ 59,342.00	24%
320G		2/22/2026	\$ 66,796.00	30%
320 P-Tier		2/15/2026	\$ 61,103.00	24%

Public

324G		2/22/2026	\$ 69,804.00	30%
324 P-Tier		2/15/2026	\$ 63,863.00	24%
330 P-Tier		2/15/2026	\$ 89,327.00	30%
334 P-Tier		2/15/2026	\$ 117,805.00	30%
Wheel Loaders				
444 G-Tier		2/15/2026	\$ 213,186.00	36%
444 P-Tier		2/15/2026	\$ 227,739.00	38%
524 P-Tier		2/15/2026	\$ 277,918.00	39%
544 G-Tier		2/15/2026	\$ 250,971.00	36%
544 P-Tier		2/15/2026	\$ 305,046.00	39%
624 P-Tier		2/15/2026	\$ 346,186.00	38%
644 G-Tier		2/15/2026	\$ 354,389.00	33%
644 P-Tier		2/15/2026	\$ 386,240.00	34%
644 X-Tier		2/15/2026	\$ 426,572.00	37%
724 P-Tier		2/15/2026	\$ 406,481.00	35%
744 P-Tier		2/15/2026	\$ 567,804.00	32%
744 X-Tier		2/15/2026	\$ 613,083.00	32%
824 P-Tier		2/15/2026	\$ 597,887.00	32%
824 X-Tier		2/15/2026	\$ 644,664.00	32%
844 P-Tier		2/15/2026	\$ 700,313.00	32%
844 X-Tier		2/15/2026	\$ 709,602.00	32%
904 P-Tier		2/15/2026	\$ 757,794.00	32%
904 X-Tier		2/15/2026	\$ 770,916.00	32%
944 X-Tier		2/15/2026	\$ 1,382,528.00	35%
Wheel Loader (Compact)				
184 G-Tier		2/15/2026	\$ 84,555.00	26%
204 G-Tier		2/15/2026	\$ 108,503.00	26%
244 P-Tier		2/15/2026	\$ 137,427.00	26%
304 G-Tier		2/15/2026	\$ 128,676.00	26%
324 P-Tier		2/15/2026	\$ 154,338.00	26%
344 P-Tier		2/15/2026	\$ 209,394.00	26%
Compact Tele Lift Loader				
326 P-Tier		2/15/2026	\$ 185,447.00	26%
Forestry Excavators				
2154G		11/13/2024	\$ 395,344.00	37%
2654G		11/13/2024	\$ 491,239.00	42%
3154G		11/13/2024	\$ 568,480.00	36%
3754G		11/13/2024	\$ 616,516.00	40%
Crawler Log Loaders				
2156G		11/13/2024	\$ 413,508.00	38%
2656G		11/13/2024	\$ 553,491.00	38%
2956G		11/13/2024	\$ 586,746.00	37%
3156G		11/13/2024	\$ 625,301.00	37%
3756G		11/13/2024	\$ 645,888.00	33%
Wheeled Feller Bunchers				
643L-II		11/13/2024	\$ 346,429.00	34%
843L-II		11/13/2024	\$ 354,906.00	32%
Tracked Feller Bunchers				
803M		11/13/2024	\$ 607,759.00	30%
853M		11/13/2024	\$ 630,538.00	33%
859M		11/13/2024	\$ 791,431.00	31%
903M		11/13/2024	\$ 681,620.00	31%
953M		11/13/2024	\$ 719,449.00	30%
959M		11/13/2024	\$ 797,288.00	30%

Skidders				
640L II		11/13/2024	\$ 344,804.00	30%
648L II		11/13/2024	\$ 379,375.00	30%
748L II		11/13/2024	\$ 400,217.00	29%
768L II		11/13/2024	\$ 587,869.00	29%
848L II		11/13/2024	\$ 460,431.00	28%
948L II		11/13/2024	\$ 469,808.00	29%
Knuckleboom Loader				
337E		11/13/2024	\$ 269,551.00	31%
437E		11/13/2024	\$ 292,476.00	34%
Wheeled Harvesters				
1070G		11/13/2024	\$ 623,754.00	36%
1170G		11/13/2024	\$ 642,096.00	34%
1270G		11/13/2024	\$ 758,897.00	39%
1470G		11/13/2024	\$ 800,090.00	37%
Tracked Harvesters				
803MH		11/13/2024	\$ 579,156.00	31%
853MH		11/13/2024	\$ 617,480.00	32%
859MH		11/13/2024	\$ 726,943.00	31%
953MH		11/13/2024	\$ 729,431.00	30%
959MH		11/13/2024	\$ 795,098.00	30%
959ML		11/13/2024	\$ 812,949.00	30%
Forwarders				
1110G		11/13/2024	\$ 483,514.00	36%
1210G		11/13/2024	\$ 526,374.00	34%
1510G		11/13/2024	\$ 616,061.00	39%
1910G		11/13/2024	\$ 772,068.00	39%
Base Coded Attachments (CE & CCE)				
Various		11/15/2024	Various	14%

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: \$149,890.00

SUGGESTED TITLE: Purchase/ Martin Equipment/ 2025 John Deere 244 P Loader/ \$149,890.00
For the Office of Public Utilities

CONTRACTOR / VENDOR NAME: Martin Equipment VENDOR NO: 0MAR5950

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	101	200	JAAD	4682	1504/T176 \$149,890.00
2					
3					
4					

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

Quote

STAFF ANALYSIS

An Ordinance authorizing payment to Martin Equipment for one (1) 2025 John Deere 244 P Loader for Lake Services Maintenance. Per Sourcewell 34550. This backhoe will replace garage redlined vehicle #608.

FUNDS CHECK BY: Kerfoot, Benjamin R. Digitally signed by Kerfoot, Benjamin R. Date: 2026.04.27 14:19:59 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Scott Rogers Digitally signed by Scott Rogers Date: 2026.04.22 12:29:52 -05'00'

Date: _____

CITY PURCHASING AGENT: [Signature]

Date: 4/27/26

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

[Signature]
(Director of OBM)

The information supplied on this form is not confidential information.

AN ORDINANCE AUTHORIZING THE PURCHASE OF A HVAC SYSTEM FOR THE DALLMAN 4 POWER PLANT FROM HENSON ROBINSON COMPANY IN THE AMOUNT NOT TO EXCEED \$147,888.00, 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, this Ordinance approves the purchase of a new HVAC system for the Dallman 4 Power Plant; and

WHEREAS, this Ordinance authorizes payment to Henson Robinson Company (“Henson”) in the amount not to exceed \$147,888.00 for a new HVAC system along with technical support and warranty coverage; and

WHEREAS, Henson is the sole source for HVAC equipment that will be a direct replacement for the previous HVAC system and will use the existing ductwork, controls, and electrical connections; and

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

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

Section 1: That the City Council of the City of Springfield, Illinois, hereby approves payment to Henson in the amount not to exceed One Hundred Forty-seven Thousand Eight Hundred Eighty-eight Dollars and No Cents (\$147,888.00).

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

Section 3: The payment to Henson for a total maximum amount of One Hundred Forty-seven Thousand Eight Hundred Eighty-eight Dollars and No Cents (\$147,888.00) from Account No. 102-100-CAM-3222-2310 is hereby authorized, approved, and directed.

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

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk, Charles Redpath

Approved as to legal sufficiency:



Office of Corporation Counsel/ Date
Requested by Mayor Misty Buscher

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: Henson Robinson Company

CONTRACT AMOUNT: \$147,888.00

TYPE OF AWARD: Ch. 38.40

INFORMATION:

The Dallman U4 building is currently served by a two-unit rooftop HVAC system that has reached the end of its expected operational life cycle. Both units are showing signs of age, including decreased efficiency, increased maintenance needs, and a higher likelihood of failure. As a result, continued operation of the existing system presents a risk to building operations, occupant comfort, and overall reliability. A critical concern is maintaining consistent cooling within the control brain room, which houses the Distributed Control System (DCS). To proactively address these risks, both rooftop HVAC units are planned to be replaced over the next two years, with one unit replaced each year.

Using Henson Robinson Company (OEM) is recommended to ensure proper compatibility with the existing system and to minimize the potential for installation and operational issues. The replacement unit will be a direct replacement for the current equipment, which helps ensure they fit and function properly with the existing ductwork, controls, and electrical connections. Henson Robinson Company equipment is designed to meet the original specifications, allowing for a smoother installation with fewer modifications. In addition, Henson Robinson Company units provide better access to manufacturer-supported parts, technical support, and warranty coverage, which supports long-term reliability and helps manage maintenance costs. Henson Robinson Company is our local OEM supplier and will support equipment procurement and service.

HENSON ROBINSON COMPANY

SINCE 1861

3550 GREAT NORTHERN AVE., 62711
P.O. BOX 131317
SPRINGFIELD, IL. 62791

TELEPHONE: 217-544-8451
FAX: 217-544-0829
EMAIL: john@henson-robinson.com

March 20, 2026

CWLP
Springfield, Illinois

Attn: Jim Wendling

Re: Rooftops 1E,2E

We offer a proposal to provide the necessary materials, labor, insurance, and applicable taxes for the above referenced project.

Bid documents: Site Visit and Existing Equipment

Scope of Work: Provide and install rooftop unit

- Disconnect and remove existing unit
- Provide and install new replacement unit
- Provide and install all required curb work, curb adapter, and duct connections
- Provide all trucking and removal of existing unit
- Provide all hoisting
- Provide all electrical work
- Provide all DDC controls and integrate into existing ALPHA DDC system
- Start up and commission new equipment


RTU 1E and 2E \$292,408.00 or ~~\$147,888.00~~ each (suggest both of these at same time)

Project proposed as a turnkey project.

All work to be performed during normal working hours.

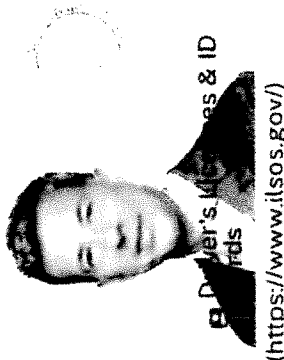
Please call if any questions. This proposal may be withdrawn if not accepted within 60 days

Respectfully submitted,



John Tomcus
Henson Robinson Company

2026-252



ILLINOIS SECRETARY of STATE (https://www.ilsos.gov/search/ALEXI_GIANNOULIAS) searchgoogle.html

- Driver's Licenses & IDs
- Vehicles, Plates & Titles
- Business Services
- More Services

Business Entity Search

Entity Information

Entity Name	HENSON ROBINSON COMPANY		
File Number	08802114	Status	ACTIVE
Entity Type	CORPORATION	Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	06-01-1951	State	DELAWARE
Duration Date	PERPETUAL		
Annual Report Filing Date	00-00-0000	Annual Report Year	2026
Agent Information	JOE KULEK 3550 GREAT	Agent Change Date	03-26-2024

NORTHERN
SPRINGFIELD, IL
62711-9403

Services and More Information

Choose a tab below to view services available to this business and more information about this business.

[Available Services](#) [Officers](#) [Assumed Name](#) [Old Corp Name](#) [File History](#)

[Purchase Master Entity Certificate of Good Standing](#)

[File Annual Report \(https://apps.ilsos.gov/soar/\)](https://apps.ilsos.gov/soar/)

[Change of Registered Agent and/or Registered Office \(https://apps.ilsos.gov/corpagentchange/\)](https://apps.ilsos.gov/corpagentchange/)

[Adopting Assumed Name \(https://apps.ilsos.gov/corpassumednameadoption/\)](https://apps.ilsos.gov/corpassumednameadoption/)

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Emily Rosenberger

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

PHONE NUMBER: x-2609

FISCAL IMPACT: \$147,888.00

SUGGESTED TITLE: Purchase/ Henson Robinson Company/ HVAC Unit for Dallman 4 / \$147,888.00
For the Office of Public Utilities

CONTRACTOR / VENDOR NAME: Henson Robinson Company VENDOR NO: HE0031701

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	102	100	CAM	3222	2310	\$147,888.00
2						
3						
4						

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

STAFF ANALYSIS

The Dallman U4 building is currently served by a two-unit rooftop HVAC system that has reached the end of its expected operational life cycle. Both units are showing signs of age, including decreased efficiency, increased maintenance needs, and a higher likelihood of failure. As a result, continued operation of the existing system presents a risk to building operations, occupant comfort, and overall reliability. Maintenance costs have continued to rise due to frequent repairs and parts replacements, and in some cases, replacement parts are becoming more difficult to source, leading to longer downtime when issues occur. A critical concern is maintaining consistent cooling within the control brain room, which houses the Distributed Control System (DCS). This equipment is highly sensitive to temperature fluctuations, and any loss of cooling could result in overheating, system faults, or potential downtime. Ensuring reliable, uninterrupted cooling in this space is essential to maintaining safe and continuous plant operations. To proactively address these risks, both rooftop HVAC units are planned to be replaced over the next two years, with one unit replaced each year.

Henson Robinson Co (OEM) is recommended to ensure proper compatibility with the existing system and to minimize the potential for installation and operational issues. The replacement unit will be a direct replacement for the current equipment, which helps ensure they fit and function properly with the existing ductwork, controls, and electrical connections. OEM equipment is designed to meet the original specifications, allowing for fewer modifications. This helps reduce installation time, minimize downtime, and avoid unexpected issues during startup. OEM units provide better access to manufacturer-supported parts, technical support and warranty coverage

FUNDS CHECK BY: Kerfoot, Benjamin R. Digitally signed by Kerfoot, Benjamin R. Date: 2026.04.27 08:02:44 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Gorsck, Mike Digitally signed by Gorsck, Mike Date: 2026.04.24 10:48:02'00' Scott Rogers Digitally signed by Scott Rogers Date: 2026.04.24 11:37:22 -07'00'

Date: _____

CITY PURCHASING AGENT: [Signature]

Date: 4-25-2026

SIGN OFF: _____

(Mayor's Signature)

[Signature]
(Director of OPM)

The information supplied on this form is not confidential information.

2026-252

1193

AN ORDINANCE APPROVING PAYMENT TO TRIMBLE INC. D/B/A TRIMBLE NAVIGATION LIMITED, IN AN AMOUNT NOT TO EXCEED \$168,024.59 FOR ANNUAL SOFTWARE MAINTENANCE AND RELATED SERVICES FOR A ONE-YEAR TERM FOR THE OUTAGE MANAGEMENT SYSTEMS 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, this Ordinance authorizes payment to Trimble Inc. d/b/a Trimble Navigation Limited (“Trimble Navigation”) in the amount not to exceed \$168,024.59 for the annual maintenance fee for Outage Management Systems (OMS) software and the software associated with its subsystems and interface for one-year term, and

WHEREAS, the OMS system aids in the quick assessment of electric system disturbances and aids in the restoration effort, and

WHEREAS, Trimble Navigation is the sole source for maintenance of this software product, and

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

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

Section 1: The Council of the City of Springfield, Illinois, hereby approves payment to Trimble Navigation in an amount not to exceed One Hundred Sixty-Eight Thousand Twenty-Four Dollars and Fifty-Nine Cents (\$168,024.59) for the annual maintenance fee for a one-year term for the City of Springfield Office of Public Utilities.

Section 2: The Mayor and the City Clerk are hereby authorized and empowered to execute all necessary documents with regard to the provision of said maintenance fees on behalf of the Springfield Office of Public Utilities.

Section 3: The payments by the City of Springfield Office of Budget and Management to Trimble Navigation for the total maximum amount of One Hundred Sixty-Eight Thousand Twenty-Four Dollars and Fifty-Nine Cents (\$168,024.59) from Account Nos. 102-100-CBAD-7778-1234 and 101-100-BE-6184-1605 is hereby authorized, approved, and directed.

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

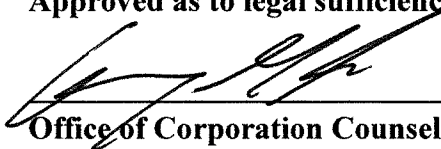
PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk, Charles Redpath

Approved as to legal sufficiency:
 5-13-20

Office of Corporation Counsel/ Date
Requested by Mayor Misty Buscher

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: Trimble Inc. d/b/a Trimble Navigation Limited

CONTRACT AMOUNT: \$168,024.59

TYPE OF AWARD: Sole Source / OEM of Software

PRIOR ORDINANCE INFORMATION

Most recent: Ord. 038-01-25, Trimble, 1 year (Jan. 1, 2025 to Dec. 31, 2025), \$163,130.87

INFORMATION:

This is a standard, recurring ordinance for maintenance fees.

This ordinance authorizes payment in an amount not to exceed \$168,024.59 to Trimble Inc. d/b/a Trimble Navigation Limited ("Trimble Navigation") for annual maintenance fees for the Outage Management Systems (OMS) software and the software associated with its subsystems and interface for a one-year term.

The software for the OMS system allows the Utility's electric dispatchers to quickly assess electric systems disturbances and aid in restoration efforts. The most noticeable benefit of the OMS is increased system reliability.

The maintenance fees also cover subsystem software, including the OMS training module, distribution planning software modules, distribution file staking module 4 and UAFM module.

The fees are split between the Electric and Water Departments. Historically, Electric has covered 67.5% and Water has covered the remaining 32.5% for totals of \$113,416.60 and \$54,607.99 respectfully.


Trimble Navigation is not a local vendor.



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

MEMORANDUM

TO: Emily Rosenberger

FROM: Anthony Quinones – Assistant Purchasing Agent 

DATE: May 1, 2026

SUBJECT: Request for Sole Source Determination

I have reviewed the Ordinance Fact Sheet concerning Trimble Inc., dba Trimble Navigation Limited for annual maintenance fees for the Outage Management Systems (OMS) software in an amount not to exceed \$168,024.59.00 for CWLP – Office of Public Utilities.

Based on the information provided, I have determined that Trimble Inc., dba Trimble Navigation Limited 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.

2026 - 25 29



Trimble Inc.
 10368 Westmoor Dr, Westminster, CO 80021 United States.
 TEL: +1 (937) 245 5500. FAX: +1 (937) 233 5911.

INVOICE

Bill To: SPRINGFIELD CITY WATER, LIGHT & PWR
 1008 E MILLER ST
 SPRINGFIELD IL 62702
 UNITED STATES

Ship To: SPRINGFIELD CITY WATER, LIGHT & PWR
 1008 E MILLER ST
 SPRINGFIELD IL 62702
 UNITED STATES

Bill To Customer: 100794
Ship From: United States
Ship To Customer: 100794

Document No. 13483915	Date 03-APR-26	Page 1(1)
Customer Purchase Order MAINTENANCE JAN 1 2026		
FP Authorization Code DEC 31 2026		
Sales Order No. 1714401	Delivery ID	
AWB No. 0	Date Of Shipment 03-APR-26	
Ship Method Shipping Terms		
Sales Associate No Sales Credit		
Payment Terms 30 NET		Currency USD

Trimble IRS Tax ID # 94-2802192

REFERENCE: MSLA100794

Line	Part Number	Customer Item#	Description	Qty Invoiced	Qty Backorder	Unit Price	Extension	Tax
1	TEDU-SFTWMNT		TEDU Software Maintenance	1	0	168,024.59	168,024.59	0.00
Subtotal:								168,024.59
Discount Total:								0.00
Subtotal:								168,024.59
Tax Total:								0.00
Total:								168,024.59
Payments and Credits:								0.00
Outstanding Balance:								168,024.59

All business transacted strictly in accordance with our Terms and Conditions accompanying this invoice, which can also be viewed at: <https://www.trimble.com/termsofsale>

REMIT TO: CHECKS: Trimble Inc.
 PO BOX 203558
 DALLAS, TX 75320-3558
 United States

WIRE INSTRUCTIONS: WELLS FARGO BANK
 ABA #12100248
 SWIFT CODE: WFBUS6S
 ACCOUNT#403-0018808

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Emily Rosenberger

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

PHONE NUMBER: x-2609

FISCAL IMPACT: \$168,024.59

SUGGESTED TITLE: Approving Payment/ Trimble Inc dba Trimble Navigation / Annual Software Maintenance/ \$168,024.59/ /For the Office of Public Utilities

CONTRACTOR / VENDOR NAME: Trimble Inc dba Trimble Navigation Limited VENDOR NO: TR007525

CONTRACT TERM: _____ Change in Scope Yes No

CONTRACT AMOUNT: \$168,024.59
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

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

Previous Ord #'s 038-01-26

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	CBAD	7778	1234	\$113,416.60
2	101	100	BE	6184	1605	\$54,607.99
3						
4						

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

STAFF ANALYSIS

This is a standard, recurring ordinance for maintenance fees. This ordinance authorizes payment in an amount not to exceed \$168,024.59 to Trimble Inc. d/b/a Trimble Navigation Limited ("Trimble Navigation") for annual maintenance fees for the Outage Management Systems (OMS) software and the software associated with its subsystems and interface for a one-year term.

The software for the OMS system allows the Utility's electric dispatchers to quickly assess electric systems disturbances and aid in restoration efforts. The most noticeable benefit of the OMS is increased system reliability.

The maintenance fees also cover subsystem software, including the OMS training module, distribution planning software modules, distribution file staking module 4 and UAFM module.

The fees are split between the Electric and Water Departments. Historically, Electric has covered 67.5% and Water has covered the remaining 32.5% for totals of \$113,416.60 and \$54,607.99 respectively.

Trimble Navigation is not a local vendor.

FUNDS CHECK BY: Kerfoot, Benjamin R.
Digitally signed by Kerfoot, Benjamin R. Date: 2026.04.27 11:11:19 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Gorsek, Mike
Digitally signed by Gorsek, Mike Date: 2026.04.27 10:10:49 -05'00'

Scott Rogers
Digitally signed by Scott Rogers Date: 2026.04.27 10:48:29 -05'00'

Date: _____

CITY PURCHASING AGENT: _____

Date: 5/1/2026

SIGN OFF: _____
(Mayor's Signature) GBM

(Director of OBM)

The information supplied on this form is not confidential information.

AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING CONTRACT UW27-04-15 – CRUSHED STONE FOR SHORELINE STABLIZATION (RIP RAP MATERIALS) WITH CROWN TRUCKING INC. IN AN AMOUNT NOT TO EXCEED \$147,800.00, 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, by previous action, the Specifications Committee approved specifications for Contract UW27-04-15 – Crushed Stone for Shoreline Stabilization, for the Office of Public Utilities, and

WHEREAS, as described in said specifications, advertisement for bids for Contract UW27-04-15 was placed, and

WHEREAS, Crown Trucking Inc. (“Crown”) submitted the low bid meetings specifications for this rip rap materials, and

WHEREAS, the proposed contract documents and bid proposals are on file in the Office of the City Clerk and identified by Contract Index No. UW27-04-15.

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

Section 1: The Council of the City of Springfield, Illinois, hereby approves and accepts the bid from Crown for Contact UW27-04-15 – Crushed Stone for Shoreline Stabilization (Rip Rap Materials) in an amount not to exceed One Hundred Forty-Seven Thousand Eight Hundred Dollars and No Cents (\$147,800.00) for the Office of Public Utilities.

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

Section 3: The Payment to Crown for the total amount of One Hundred Forty-Seven Thousand Eight Hundred Dollars and No Cents (\$147,800.00) from Account No. 101-100-BC-6101-1407 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: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk, Charles Redpath

Approved as to legal sufficiency:

 5-13-20

Office of Corporation Counsel/ Date

Requested by Mayor Misty Buscher

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: Crown Trucking Inc
CONTRACT AMOUNT: \$147,800.00
TYPE OF AWARD: Low Bid meeting Specs

INFORMATION:

Authorization to purchase 400 tons of 2" filter stone, 2900 tons of 12" stone riprap and 1000 tons of 4" to 5" gabion stone for the Lake Springfield Shoreline Stabilization Program. The two-inch rock is used alone or in conjunctions with filter fabric underneath stone riprap as a bedding and filter medium to stabilize shoreline of the lake. The twelve-inch stone is for use over a filtering medium to prevent damage from wave action to shorelines. The gabion stone is used to prevent wave action to shorelines at Lake Springfield.

CITY WATER, LIGHT & POWER
LAND AND WATER RESOURCES DEPARTMENT
 Bid Tabulations for

Rip Rap Bids

Date: April 27, 2026

	Callender Construction 928 W. Washington Street Pittsfield, Illinois 62363	Crown Trucking, Inc. 13845 Cotton Hill Rd Pawnee, IL 62558
Item Description	Price	Price
400 Tons 2" Filter Stone	\$ 12,316.00	\$ 10,900.00
2900 Tons 12" Stone RipRap	\$ 110,316.00	\$ 104,400.00
1000 Tons 4" to 5" Gabion Stone	\$ 41,290.00	\$ 32,500.00
Lump Sum Price For Contract	\$ 163,922.00	\$ 147,800.00
Sangamon County Local Vendor (3%)	4,917.66	
Evaluated Total:	168,839.66	147,800.00

Agenda No. _____

Ordinance No. _____

CITY OF

Springfield ILLINOIS



CONTRACT BOOK

SECTION I -- INTRODUCTION
SECTION II -- INSTRUCTIONS TO BIDDERS
SECTION III -- SCOPE OF CONTRACT
SECTION IV -- TERMS & CONDITIONS

SECTION V: -- PRICING
SECTION VI: -- CERTIFICATIONS
SECTION VII: -- ADDENDA
SECTION VIII: -- CONTRACT

MISTY BUSCHER, MAYOR

CONTRACT INDEX NO: UW27-04-15

CONTRACT NAME: Crushed Stone for Shoreline

Stabilization (Riprap Materials)

NAME OF BIDDER: Crown Trucking Inc

ADDRESS OF BIDDER: 13845 Cotton Hill Road

Pawnee, IL 62558

REQUIRED FORMS

**UNLESS OTHERWISE
STATED IN SECTION 3,
ONLY SECTIONS 5 & 6 OF
THIS BOOKLET NEED TO
BE SUBMITTED FOR
BIDDING.**

SECTION V

5. PROPOSAL PRICING

PRICE PAGE FOR
CRUSHED STONE FOR SHORELINE STABILIZATION
(RIPRAP MATERIALS)

The quantities listed below are for estimation purposes only. There is no guarantee as to the actual quantities of each item to be purchased under the Contract(s).

In instances where a discrepancy occurs between the unit price and the extended price, the unit price will prevail. It is the intent of the City to award one contract to the bidder who submits the low bid meeting specifications for all three (3) items.

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
2" Filter Stone	400 tons	\$ <u>27.25</u> /ton	\$ <u>10,900.00</u>
12" Stone Riprap, RR4	2900 tons	\$ <u>36.00</u> /ton	\$ <u>104,400.00</u>
4" to 5" Gabion Stone, RR3	1000 tons	\$ <u>32.50</u> /ton	\$ <u>32,500.00</u>
<u>TOTAL OF ALL ITEMS BID</u>	4300 tons		\$ <u>147,800.00</u>

Use the space below to make any clarifications or comments:

Informational

Bidder's Name: CROWN TRUCKING INC
Address: 13845 Cotton Hill Rd Pawnee IL 62558
Telephone: 217-646-8086
Contact Person: Michelle Clauser

SECTION VI

6. CERTIFICATIONS

1. The undersigned bidder submits with this proposal and bid sheet, all information as called for, together with complete manufacturer's specifications covering any equipment bid upon.

2. The following proposal or bid sheet may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof. If written notice of the acceptance of this proposal or bid sheet is mailed, telegraphed or otherwise delivered to the undersigned within ninety (90) calendar days after the date of opening of the bids, or any time thereafter before this bid is withdrawn, the undersigned will, within ten (10) calendar days after the date of such mailing, telegraphing or delivery of such notice, execute and deliver the Contract Execution Page provided in Section 8 of this booklet.

The undersigned bidder hereby designates as his office to which such notice of acceptance may be mailed, telegraphed or delivered as follows:

Name of Vendor: Crown Trucking Inc

Contact Name: Michelle Clauser

Vendor Address: 13845 Cotton Hill Rd. Pawnee, IL 62558

Vendor E-Mail: Crown_trucking@yahoo.com

Phone: 217-646-8086

3. The undersigned bidder states that he has been regularly engaged in work of the type required by the specifications herein for 50+ years and respectfully invites your attention to the following products and/or services:

Hauling of coal, dirt, aggregate powder cement,
fly ash, rip rap and dry van services.

4. The undersigned bidder hereby declares that the only person or persons interested in the above proposal as principals are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

Please confirm

*Response required

5. The undersigned bidder hereby certifies that it is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating Sections 33E-33 or 33E-4 of the Illinois Criminal Code.

Please confirm

*Response required

6. The undersigned bidder hereby certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If the undersigned bidder has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and is in compliance with that agreement, the bidder shall so state.

Please confirm

*Response required

7. The undersigned bidder agrees to make and comply with the commitments to provide equal employment opportunity in accordance with the requirements of Title 9, Chapter 93, and Section 93.13 of the Code of the City of Springfield as described in paragraph 4.30(c) of the Terms and Conditions.

Please confirm

*Response required

8. In order to receive the Preference for Domestic Products, the bidder must certify the products being offered conform to the definition of "Domestic Product" described in paragraph 4.30(d) of the Terms and Conditions.

Please confirm

*Response required

9. All contractors bidding on Annual Goal Contracts with the City shall, in accordance with the requirements contained in this booklet pertaining to minority and female owned businesses, certify to the availability or non-availability of Subcontracting Opportunities by selecting the statement below that applies to this bid. If the contractor certifies to (b) the contractor is required to attach proof of publication and complete the MBE/FBE Utilization Form attached hereto as Attachment A or M/FBE Participation Waiver Request found in Attachment B.

(a) The undersigned bidder will not award subcontracts in the performance of this contract.

(b) The undersigned bidder will award subcontracts in the performance of this contract and all proposals received from the interested MBE/FBE businesses are listed on Attachment A (with Attachment B Waiver if applicable).

Please select one

*Response required

10. In order to receive the preference for local bidders described in paragraph 4.20 of the Terms and Conditions, the bidder must certify by placing his/her signature in the space provided below, that the bidder has established and maintained a physical presence with the City in accordance with City of Springfield Code of Ordinances, Section 38.45.

Local Vendor – City of Springfield, Illinois

Local Vendor – Sangamon County, Illinois

Non-Local Vendor

Please select one

*Response required

11. The undersigned bidder hereby certifies that it and any subcontractors who will be performing work under this public works project are participants in an applicable apprenticeship and training program or programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.

Please confirm

*Response required

12. Pursuant to the City of Springfield Code of Ordinances, Section 38.23 (a) (1), each bidder must supply with its proposal, a complete, accurate and truthful listing and description of all citations, complaints, summons, decisions, determinations, judgments, or other allegations or findings relating to any violation of State or Federal laws. Any bidder who willfully fails or refuses to include the information required, or whose report of such information is substantially incomplete, inaccurate, or untruthful shall be disqualified and its bid shall be rejected.

None

List Attached

*Response required

13. The undersigned bidder hereby certifies that the following is a complete, accurate and truthful listing and description of all information required pursuant to the City of Springfield Code of Ordinances, Section 38.23 (a) (1).

Please confirm

*Response required

We certify:

13 (a) If your organization is a corporation, limited liability company, limited liability partnership, or limited partnership, etc., you must provide a copy of your current certification of good standing from your State of incorporation with your bid. Failure to do so may result in the rejection of your bid.

13 (b) Pursuant to Illinois law as it pertains to foreign corporations, foreign limited liability companies, foreign limited liability partnerships, or foreign limited partnerships; you may be required to register with the Illinois Secretary of State. A foreign entity is an entity organized or incorporated in a state other than Illinois. The undersigned bidder hereby certifies that it has examined the relevant statutes and determined that either: (1) It is not required to register as a foreign entity with the Illinois Secretary of State; or (2) It is required to register as a foreign entity with the Illinois Secretary of State, that it has so registered, and that proof of registration is attached hereto

Please select (a) or (b)

*Response required

14. Pursuant to Section 38.47 of the City of Springfield Code of Ordinances, 1988, as amended, the undersigned bidder hereby certifies that it and any subcontractors (if any) it employs to perform work under a contract for the City of Springfield does not employ unauthorized aliens as defined in the Federal Immigration and Nationality Act (8 U.S.C. 1101, *et seq.*, Section 274A).

Please confirm

*Response required

I hereby certify that, to the best of my knowledge, the provided information is true and accurate.

Michelle Clauser

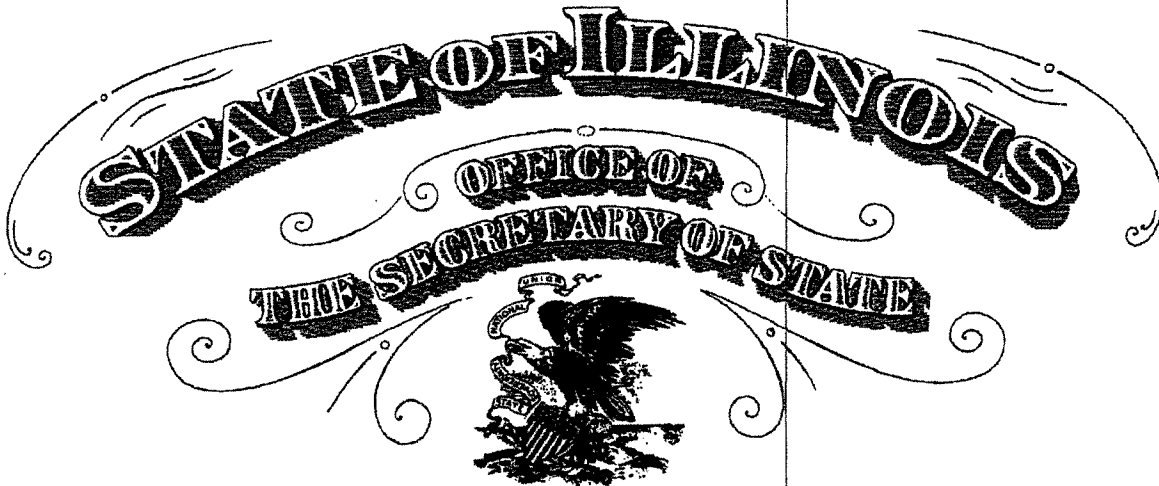
Signature of Bidder

Michelle Clauser President

Print Name & Title

File Number

2044-475-4



To all to whom these Presents Shall Come, Greeting:

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

CROWN TRUCKING INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON DECEMBER 29, 1967, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED 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 22ND day of APRIL A.D. 2026 .

Authentication #: 2611202742 verifiable until 04/22/2027
Authenticate at: <https://www.ilsos.gov>

Alexi Giannoulis
SECRETARY OF STATE

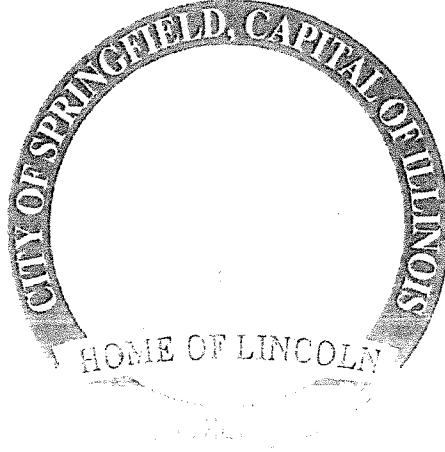
2026-353

Agenda No. _____

Ordinance No. _____

CITY OF

Springfield ILLINOIS



CONTRACT BOOK

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

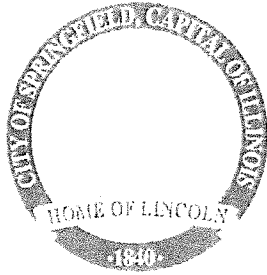
MISTY BUSCHER, MAYOR

CONTRACT INDEX NO: UW27-64-15

CONTRACT NAME: Crushed Stone for Storage
Stabilization (Rifrap Materials)

NAME OF BIDDER: Callender Construction Co., Inc.

ADDRESS OF BIDDER: 928 W. Washington
Springfield IL 62763



CITY OF SPRINGFIELD, ILLINOIS
300 S. SEVENTH STREET,
ROOM #200
SPRINGFIELD, ILLINOIS 62701

SECTION 1

1. INTRODUCTION

1.1 Summary

The City of Springfield, Illinois ("City") is accepting sealed bids for UW27-04-15 - Crushed Stone for Shoreline Stabilization (Riprap Materials). Bids must be submitted via the City's Bid Portal by Thursday, April 13, 2026, at 2:00 p.m. local time.

Department: City Water Light & Power

Bid Security: N/A

1.2 Background

Springfield, the capital city of Illinois and seat of Sangamon County, has a population of 114,394 as of the 2020 census. The city's economy is driven by government agencies, healthcare, and medicine, with historical significance as the home of Abraham Lincoln from 1837 to 1861. Key attractions include the Abraham Lincoln Presidential Library and Museum, Lincoln Home, Old State Capitol, Lincoln-Herndon Law Offices, Lincoln Tomb, and historic Route 66.

1.3 Contact Information

Purchasing Agent
300 S. Seventh Street
Springfield, IL 62701

Email: Purchasing@springfield.il.us
Phone: (217) 789-2191

1.4 Timeline

The following timeline is a guide for planning purposes. The City reserves the right to adjust as needed:

Bid Released: April 5, 2026

Pre-Bid Meeting: N/A

Pre-Bid Meeting/Site Visit: N/A

Pre-Bid Location: N/A

Questions Due to City: April 13, 2026, 12:00 pm

Response from City: April 13, 2026, 4:30 pm

Bids Due/Opening: Thursday, April 13, 2026, 2:00 pm

SECTION II

2. INSTRUCTIONS TO BIDDERS

2.1 Vendor Registration

Prospective bidders must register as vendors on the City of Springfield website at:

<http://www.springfieldma.gov/procurement>

Registration enables receipt of bid opportunities and electronic submission of responses.

2.2 Retrieval of Bid/Proposal Documents

Bidders are responsible for accessing bid documents and addenda on the City's website:

<http://www.springfieldma.gov/procurement>

2.3 Submission of Bids/Proposals

Unless otherwise specified, bids must be submitted electronically via the City's website in PDF format. All required documents (addenda, certifications, insurances, guarantees, bonds, etc.) must be included and complete.

2.4 Pre-Bid Meeting Attendance

Some bids may require a pre-bid meeting, which could be mandatory or non-mandatory. For mandatory meetings, only attendees may submit bids. Meeting details will be posted on the City's website.

2.5 Questions

Submit questions in writing via the Question Answer Tab on the City's website by the specified deadline. Include the relevant section title for clarity. Responses will be posted on the website with sufficient time for bid preparation.

2.6 Addenda

Addenda will be posted on the City's website. Bidders are responsible for incorporating all addenda into their submissions. Failure to acknowledge addenda does not relieve bidders of their obligations under the contract.

2.7 Withdrawal of Bid

Bids may be withdrawn via the City's website prior to opening. After opening, bids cannot be withdrawn for 90 days without the City's consent, except as permitted by regulation. Post-opening corrections or withdrawals require a written determination by the Purchasing Agent.

2.8 Rejection of Bids

The City reserves the right to reject any or all bids, waive technicalities, and accept the bid deemed in its best interest. Such decisions are final.

2.9 Bid Opening

Telephone, fax, email, or verbal offers will not be accepted. Bids will be publicly opened and read at the specified time. Late submissions will not be accepted.

SECTION III

3. SCOPE OF WORK/PURCHASE

**SPECIFICATIONS FOR CRUSHED STONE
FOR SHORELINE STABILIZATION**

Scope

It is the intent of these specifications to provide for the purchase and delivery of three sizes of crushed stone to be used for riprap projects in and around Lake Springfield by the City of Springfield, Office of Public Utilities, Land and Water Resources Division. The City reserves the right to reject any or all bids, and it is the intent of the City to award one contract to the bidder who submits the low bid meeting specifications for all three (3) items.

Extent of Contract

Due to lack of storage and transfer facilities, the City will not take delivery of the entire quantities at once. Releases will be given to the successful bidder and lesser amounts will be ordered as needed throughout the Fiscal Year ending February 28, 2027.

The quantities listed in these specifications will be used for evaluation purposes only. There are no guarantees as to the quantities to be purchased. The City reserves the right to increase or decrease the estimated quantities listed. Payment will be made to the successful bidder at the unit price bid for the quantity of material actually delivered.

Delivery of any requested quantities shall begin no later than 48 hours after notification with the ability to deliver 1,000 tons per week until the order is fulfilled. Failure to meet these requirements will result in immediate cancellation of contract. All materials shall be delivered DDP Incoterms® 2020 to the Office of Public Utilities, Land and Water Resources Division. Delivery points may vary throughout the year, but in all cases will be within five miles of an access ramp to I-55. The primary delivery points will be the CWLP Power Plant complex located at I-55 and Stevenson Drive, exit 94 and Lindsay Bridge boat launch on Long Bay.

Specifications

The two inch (2") material, hereinafter referred to as 2" filter stone, shall be suitable for use as a soil filtering medium when placed in layers not less than six inches (6") in thickness, and to serve as a bedding material for the stone riprap material. The 2" filter stone shall be crushed stone, essentially conforming to gradation CA-3 as listed in Article 704.01 of the "Standard Specifications for Road and Bridge Construction," Illinois Department of Transportation, current edition, which is included by reference and made a part of these specifications.

The 12" stone riprap, RR4, shall be reasonably free of laminations, seams, cracks, or other structural defects tending to destroy its resistance to weather. The materials shall be evenly graded.

The four inch (4") to five-inch (5") material, RR3, hereinafter referred to as gabion stone, shall be suitable for use in gabions (wire baskets) as shoreline protection. The gabion stone shall be crushed stone, essentially conforming to the gradation No. 3 as listed in Article 705.01 of the "Standard Specifications for Road and Bridge Construction", Illinois Department of Transportation, current edition.

Terms and Conditions

This contract will be in effect May 1, 2026, or date of award, whichever is later, and will remain in effect through February 28, 2027. If it is mutually agreeable with the City and the vendor, this contract may be extended. The contract covering the additional period shall be extended under the same terms, conditions, specifications, quantities and costs. Before any extension agreement is effective, it must be executed by both the City and the vendor and approved by the City Council.

The Contractor shall enumerate any variations, alternates, or exceptions to these specifications on the bottom of the Bid Page.

A prospective bidder, who is in doubt as the meaning of any part of the Contract Documents, or of any addenda, may submit to the Purchasing Agent a written request for interpretation.

Such requests shall be addressed to: Office of the Purchasing Agent
Email: Purchasing@Springfield.il.us
Phone: (217) 789-2191

Any necessary clarifications will be made in the form of a written addendum which will be issued to all potential bidders. Any questions or clarification requests must be received by the Office of the Purchasing Agent at least 10 days prior to the bid opening date.

Notwithstanding anything to the contrary herein or in any other agreement between the City and the Contractor, the City may deduct and offset any amount that is or becomes due & payable (whether or not such amount is liquidated or disputed) to the City from the Contractor, and the Contractor hereby consents to such action.

General Information

The Notice, Instruction to Bidders, Terms and Conditions, Addenda and the Scope of Work & Drawings set forth in this document will be the prevailing conditions of this Contract. Any exceptions to these terms and conditions must be addressed with respect to the specific page, paragraph and number and added to the proposal section of this Contract. Any Terms and Conditions submitted otherwise will not be considered or accepted for award of bid.

SECTION IV

4. TERMS AND CONDITIONS

4.1. Ex Parte Communication

Please note that to insure the proper and fair evaluation of a proposal or bid, the City of Springfield prohibits ex parte communication (i.e., unsolicited) initiated by the Bidder to a City Official (i.e. City Aldermen, Mayor, etc.) or Employee evaluating or considering the proposal/bid prior to the time a selection has been made. Communication includes but is not limited to fax, phone calls, email and personal visit. Communication between Bidder and the City shall be directed in writing to the Purchasing Agent or designated contact person only. The Purchasing Agent will obtain the information or clarification needed. Ex parte communication may be grounds for disqualifying the offending Bidder from consideration or award of the proposal/bid and repeat offenders may be disqualified from future projects.

4.2 Bid Security

The City will not consider bids covering only a portion of the Specifications except as specifically required or permitted therein. In case of any conflict between the bidder's proposal and the Specifications contained in Section III, the Specifications contained therein shall be controlling.

- (a) Bids will not be considered unless they are accompanied by bid security in the form of a Certified Check, Cashier's Check, Bank Draft, Bank Money Order or a Satisfactory Bid Bond payable to the City of Springfield, Illinois, in the amount or percentage stated in Section I – Introduction as a guarantee that the bidder will enter into a contract with the City if the bid is accepted.
- (b) Bids and bid security shall be delivered in a **separate sealed envelope** marked and addressed as provided in article 2 above. All bid security must be identified with the Contract Index Number.
- (c) A permanent bid bond, or annual bid bond, may be placed on file with the Office of Budget and Management, in lieu of delivering said bond with the proposal.
- (d) Bid security will be returned to all bidders upon award of contract, or rejection of bids.
- (e) The City reserves the right to retain the lowest responsible bidders bid security for failure to enter into a contract.

4.3. Withdrawal of Bid

No bidder may withdraw its bid for a period of ninety (90) days from the date of opening bids.

4.4. Delivery & Payment Terms

All materials shall be delivered DDP, Incoterms® 2020 Springfield, IL FREIGHT PREPAID. Delivery will be considered in making the award and the Bidders/Consultants shall state, in the

spaces provided, expected delivery after receipt of Purchase Order. Failure to meet said delivery promises without prior consent of the City Purchasing Agent may be considered a breach of faith.

If payment terms are not indicated, terms of NET 45 days shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. Payment terms offering less than 20 days for payment will not be considered.

4.5. Full Pricing and Contingencies

Please quote your best net price including delivery and discounts to meet the approval of the City. Prices shall be stated in units of quantity specified. No additional charges shall be passed to the City, including any applicable taxes, delivery or surcharges. Prices quoted shall be the final cost to the City. The City shall hold the successful Bidder/Consultant to the bid pricing. Additional charges for contingencies discovered by the Bidder/Consultant at any time after the date of the opening of this bid may not be considered for payment by the City.

4.6. Substitutions

The Specification may, in some areas, be unique to a particular brand of product or type of service. If this situation exists, equal consideration will be given to all Bidders/Consultants whose items, in the opinion of the City, meets or exceeds performance in these areas.

4.7. Bid Evaluation

Bids will be evaluated and awarded to the lowest responsible, responsive Bidder. The quality of the services, conformity with the specifications, suitability to the requirements, delivery terms including length of time for delivery, qualifications and references will be taken into consideration in making an award. The City will be the sole judge of acceptability of any products offered.

4.8. Quality

The scope of work or specification is intended to procure a quality product or service. Quality must be proven to the satisfaction of the City to meet or exceed requirements as set forth in the scope of work. Items shall be manufactured according to the highest traditions of the industry and shall meet all commercial standards of quality. The City will be the sole judge of acceptable products/services. Unacceptable products/services will be rejected and suitable price adjustments be made.

It is the bidder's task to be familiar with the referenced items and to offer only products/services of equal or greater quality. Samples, when requested, must be furnished free of expense, and upon request, if not destroyed, may be returned at the Bidder's risk and expense.

4.9. Recourse for Unsatisfactory Materials

Payment shall be contingent upon the City's inspection of and satisfaction with completed work. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to the City's satisfaction by the successful bidder/consultant at no additional charge.

4.10. Investigation

Consultants must acquaint themselves with the policies of the City and may do so by contacting the Purchasing Agent. All questions as to the meaning of the scope of work must be resolved prior to the

bid submission deadline. It is the Consultant's responsibility to check with Central Purchasing Department prior to submitting their bid to ensure that they have received all Addenda issued.

4.11. Proof of License, Permit, Etc.

Consultants must provide proof of conformance with any applicable Federal/State/Local permits, licenses, certifications, etc., as stated in the scope of work/specifications section. It is the Consultant's responsibility to inquire about requirements of performing the job with the requesting department contact person.

4.12. Waiver

(a) In awarding a contract pursuant to sealed competitive bidding, the City Council may waive any variation from the bid requirements or defect in a bid which does not materially affect the competitive nature of the bid, is not in violation of any ordinance, statute or law and does not prejudice the rights of the public.

(b) The City Purchasing Agent may request clarification of a bid or any part thereof. Clarification shall mean the communication between the City and the bidder regarding the bid. Such communication shall not change the bid, the competitive nature of all bids or violate any ordinance, statute or law.

4.13. Specifications

The Specification may in some areas, be unique to a particular brand of product or type of service. If this situation exists, equal consideration will be given to all Bidders/Consultants whose items, in the opinion of the City, meets or exceeds performance in these areas.

4.14. Default By Bidders/Consultants/Contractor

In the event of default by Bidder/Consultants/Contractor, the City reserves the right to procure the services from other sources, and hold the Bidders/Consultants/Contractors liable for any excess costs occasioned thereby. Additionally, a contract shall not be assignable by the Bidders/Consultants/Contractors in whole or in part without the written consent of the City of Springfield.

4.15. Performance and Payment Bond

(a) The City may require Contractors to furnish a satisfactory performance bond and a bond for the payment of all materials used and for all labor performed in such work with good and sufficient sureties in amounts up to one hundred percent of the contract sum. In such case the Contractor shall also include in the bond a provision guaranteeing the faithful performance of any prevailing wage requirement.

(b) If, in the opinion of the City Purchasing Agent, such bonding is in the public interest the requirement shall be set forth in the Specifications contained in Section II of this booklet.

(c) When required by the Specifications, the Contractor shall furnish said bond within fourteen (14) calendar days after notification of the bid award. Failure to furnish a performance bond and a payment bond within the period specified shall be cause for rejection of the bid and any bid security may be retained by the City as payment for damages

4.16. Termination

Failure to comply with the terms and conditions as herein stated shall be cause for termination of the contract. The City will provide a written notice of unsatisfactory performance and the Bidder/Consultant or Bidders/Consultants will be allowed adequate time, typically thirty (30) days, to take corrective action and accomplish satisfactory performance. If at the end of the stated time to correct, the City may deem that the Bidder/Consultant or Bidders'/Consultants' performance is still unsatisfactory, the contract may be terminated. The exercise of its right of termination shall not limit the City's right to seek any other remedies allowed by law. The City's may also terminate the contract immediately if the applicable federal, state or City funding sources terminate or suspend funds, fail to appropriate funds, or otherwise make funds available for the contract.

4.17. Rejection of Bids, Waivers or Irregularity

The City reserves the right to reject any or all bids, to waive irregularities, and to accept that bid which is considered to be in the best interest of the City. Any such decision shall be final. Any and all bids received in response to an advertisement may be rejected by the Mayor.

4.18. Prevailing Wage

See Addendum 7.1. (If Addendum 7.1 is not attached, this Section does not apply)

4.19. Responsible Bidder

To be considered a responsible bidder on a construction contract, a bidder must comply with all of the following requirements and present satisfactory evidence of that compliance to the appropriate construction agency:

- (1) The bidder must comply with all applicable laws concerning the bidder's entitlement to conduct business in Illinois.
- (2) The bidder must comply with all applicable provisions of the Prevailing Wage Act.
- (3) The bidder must comply with Subchapter VI ("Equal Employment Opportunities") of Chapter 21 of Title 42 of the United States Code (42 USC 2000e and following) and with Federal Executive Order No. 11246 as amended by Executive Order No. 11375.
- (4) The bidder must have a valid Federal Employer Identification Number or, if an individual, a valid Social Security Number.
- (5) The bidder must have a valid certificate of insurance showing the following coverages: general liability, professional liability, product liability, workers' compensation, completed operations, hazardous occupation, and automobile.
- (6) The bidder and all bidder's subcontractors must participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.
- (7) For contracts with the City of Springfield, the City may establish additional requirements for responsible bidders. These additional requirements, if established, shall be set forth together with the other criteria contained in the invitation for bids, and shall appear in the appropriate volume of the Illinois Procurement Bulletin.

(8) The bidder must submit a signed affidavit stating that the bidder will maintain an Illinois office as the primary place of employment for persons employed in the construction authorized by the contract.

(9) The bidder must not have any judgment or convictions of any federal, state or local law or regulation. The bidder must also disclose any pending case pertaining to a violation of any federal, state or local law or regulation.

4.20. Local Preference Policy

In accordance with the requirements of Section 38.45 of the City Purchasing Code, it is the policy of the City of Springfield to afford local vendors preference in the selection of the successful bidder if (1) the lowest bidding vendor is a responsible bidder and (2) the lower responsible bidders are not local vendors and (3) the lowest bidding local vendors bid is higher than the nonlocal vendor by no more than five (5) percent in the case of a city local vendor or by no more than three (3) percent in the case of a county local vendor.

Definitions - As used in this section the following definition shall apply unless the context otherwise requires: A local vendor means a bidder has established and maintained a physical presence in the city, in the case of a city local vendor, or in Sangamon County, Illinois, outside the city, in the case of a county local vendor, by virtue of the ownership or lease of all or a portion of a commercial building for a period of not less than twelve consecutive months prior to the submission of a bid; and the local vendor employs a minimum of two full-time employees at the location in the city, in the case of a city local vendor, or in Sangamon County, Illinois, outside the city, in the case of a county local vendor, and those employees spend the majority of their work time at the location in the city, in the case of a city local vendor, or in Sangamon County, Illinois, in the case of a county local vendor; and the local vendor is legally authorized to conduct business within the State of Illinois and the city, in the case of a city local vendor, or in Sangamon County, Illinois, outside the city, in the case of a county local vendor.

This provision shall not be applied to a contract if the funding source prohibits it through law, rule or regulation.

4.21. Local Labor Policy

See Addendum 7.3. (If Addendum 7.3 is not attached, this Section does not apply).

4.22. Security

The Bidder/Consultant represents and warrants to the City that neither it nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or an entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated or Blocked Person. The Bidder/Consultant further represents and warrants to the City that the Bidder/Consultant and its principals, shareholders, members, partners, or affiliates as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as Specially Designated National and Blocked Person. The Bidder/Consultant hereby agrees to defend, indemnify and hold harmless the City of Springfield, and all City elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and

expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

4.23. Indemnification

Bidder/Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Bidder's/Consultant's legal counsel unacceptable, then Bidder/Consultant shall reimburse the City its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. The Bidder/Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of Illinois and will survive termination of this Agreement.

4.24. Multi-year Contracts

The City's fiscal year ends on the last day of February. The City's obligations on multi-year contracts and contracts extending from one fiscal year to another shall terminate immediately and without further payment being required if the City Council or applicable federal/state funding sources fail to appropriate, or otherwise make available, funds for the contract.

4.25. Severability

If any provision of this contract or any applications thereof is held invalid, such invalidity shall not affect other provisions or applications which can be given effect without such invalid provision or application.

4.26. Choice of Law and Forum

This contract is to be construed in accordance with the laws of the State of Illinois and any legal proceeding of any kind shall be filed in the Circuit Court of Sangamon County, Springfield, Illinois.

4.27. Execution of Contract

- (a) The successful bidder will be required to execute the Contract Execution Page on the form provided in Section 8 of this booklet with signature acknowledged and signed in the manner set forth here.
 - 1) In case of a corporation, the full legal name of the corporation and title of the officer signing must be stated, and any officer signing must be thereunto duly authorized to bind the corporation (the City reserves the right to require a certified copy of that section of Corporate Bylaws or other authorization by the Corporation which permits the person to execute the offer for the Corporation).
 - 2) In the case of a partnership, the signature of at least one of the general partners must follow the firm name, using the term "member of the firm" or similar designation.

- 3) In case of a sole proprietorship, the signature of the owner must follow the firm name using the term "doing business as," "sole owner," or similar designation.
- 4) In all cases the name of the individual signing shall be typed or printed below the signature.

(b) The City reserves the right to require of any bidder, such information necessary to satisfy the City of the bidder's qualifications and to withhold formal signing of the contract until such information is received.

4.28. Freedom of Information Act

Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "ACT") places an obligation on the City to produce certain records that may be in possession of the Contractor and the Contractor's bid documents after a final award has been made. Contractor shall comply with the retention and documentation requirements of the Local Records Retention Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act (complying in all respects as if the Contractor was, in fact, the City). Upon notice from the City, Contractor shall review its records promptly and produce to the City within two business days of said notice from the City the required documents which are responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time to do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions. In the event Contractor fails to produce the requested records or fails to produce the requested records within the time period required above and the City is assessed a fine, fee or penalty for failure to timely comply with Act do to Contractor's actions, Contractor shall reimburse City for all fines, fee or penalties, including reasonable attorney's fees, paid by the City.

4.29. Preference to Veterans

In accordance with the provisions of 330 ILCS 55/1 *et seq.*, in all employment to fill positions in the construction, addition to, or alteration of all public works contracted for by the City of Springfield, preference shall be given to persons who were engaged in the military or naval service of the United States in times of war and who were honorably discharged therefrom, and all persons who were engaged in such military or naval service during any of said times of war, who are now or may hereafter be on inactive or reserve duty in such military or naval service, who were honorably discharged therefrom, not including, however, persons who were convicted by court martial of disobedience of orders, where such disobedience consisted in the refusal to perform military service on the ground of alleged religious or conscientious objections against war. But such preference shall be given only to those persons who are found to possess the business capacity necessary for the proper discharge of the duties of such employment. No person contracting for such public works is required to give preference to veterans, not residents of the City, over residents thereof, who are not veterans.

4.30. Employment of Illinois Workers on Public Works Projects

(a) In accordance with the provisions of 30 ILCS 570/1 *et seq.*, whenever there is a period of excessive unemployment in Illinois, every Contractor on a public works project or improvement shall employ only Illinois laborers on such project or improvement provided that other laborers may be used when Illinois laborers as defined in this Act are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the City Purchasing Agent.

(b) A "period of excessive unemployment" as defined by this Act means any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures.

(c) Commitment for Equal Employment Opportunity – Contractor shall adhere to the provisions of Chapter 93 of the 1988 City of Springfield Code of Ordinances, as amended, and particularly Section 93.09 regarding prohibition of unfair employment practices, and Section 93.13 regarding affirmative action programs.

Pursuant to Article VII, Chapter 38, Sections 38.62 and 38.63, of the Code of Ordinances of the City of Springfield, the City has a policy to promote and encourage: (1) the continuing economic development of minority and female owned and operated businesses; and (2) that minority and female owned and operated businesses participate in the City's procurement process as both prime and subcontractors. The Contractor shall adhere to all such provisions of Chapter 38 as relates to Equal Employment Opportunity and Affirmative Action.

(d) Preference for Domestic Products - In accordance with the requirement of Section 38.35 of the City Purchasing Code authorizing the Purchasing Agent to "take into account other pertinent considerations" in the award of contracts, it is the policy of the City of Springfield that when all other financial considerations of bids are substantially equal, preference shall be afforded in the selection of the successful bidder to companies that offer domestic products. Pursuant to the Steel Products Procurement Act, 30 ILCS 565/1 *et seq.*, all steel products used or supplied in the performance of public works contracts or subcontracts thereto involving an expenditure of \$500.00 or more shall be manufactured in the United States.

(1) Definitions - As used in this section the following definitions shall apply unless the context otherwise "Product" means any article, material or supply, whether manufactured or non-manufactured, that is to be acquired by the City.

"Domestic Product" means a non-manufactured product that has been mined or produced in the United States, or a manufactured product determined to be domestic in accordance with the rules for determination of origin prescribed below "United States" means the several States, the Commonwealth of Puerto Rico, the District of Columbia, Guam, American Samoa, the Virgin Islands, and the Commonwealth of Northern Mariana Islands.

"Substantially Equal" means that the successful bid is within two percent (2%) of the next lowest responsible bid. However, the bids shall not be substantially equal where the two percent difference is equal to or greater than Ten Thousand Dollars (\$10,000.00).

(2) Determination of Origin - In order for a manufactured product to be considered a domestic product the cost of the domestic components must exceed fifty percent (50%) of the cost of all its components, and the final assembly of the components to form the end product must take place in the United States.

In determining the origin of components, each component must be treated as either entirely domestic or entirely foreign, based on the place where the component is mined, produced, or manufactured. Components of unknown origin must be treated as foreign. The origin of subcomponents of components is immaterial.

Transportation costs to the place of incorporation into the end product and, in the case of foreign components, applicable duties, must be included in determining component costs. The cost of a component is the price that a manufacturer must pay to a Subcontractor or supplier for components. If the component is manufactured by the bidder or offeror, the cost of the component is the cost of labor and materials incorporated into the component and an allowance for profit and administrative and overhead costs attributable to that component under normal accounting principles.

"Component" means any article, material, or supply, whether manufactured or unmanufactured, directly incorporated into a product at the point of final assembly. In construction projects, materials delivered to the job site and incorporated directly into the improvement are components.

- (3) Waiver by the City - The requirements of this Section may be waived where the Purchasing Agent and the Director of the Office of Budget and Management or their designees, jointly certify in writing to the Mayor that:

The City is in need of products, including spare parts, in order to either economically operate equipment or systems procured by the City prior to the effective date of this ordinance, or to meet public health, safety, or welfare concerns; or

The specified products are not manufactured or produced in the United States in sufficient commercial quantities or of a satisfactory quality to meet the City's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements; or

Federal or State funding could be jeopardized or the application of this requirement would otherwise be inconsistent with the best interest of the City.

4.31. Change Orders and Modifications

Any and all change to the contract, including change orders, shall be requested in writing to the Purchasing Agent or designated contact person, including the reason(s) and supportive documentation for the requested change. Any and all change orders shall also comply with and be subject to Section 33E-9 of the Illinois Criminal Code.

4.32. Specifications Shall Control

In case of any conflict between these Instructions and the Specifications contained in Section 4 "Scope of Work" and Section 5 "Proposal Pricing", the Specifications contained therein shall control.

4.33. Asbestos

Unless otherwise provided in the Specifications, Contractors are forbidden to disturb any material suspected of containing asbestos. Asbestos has traditionally been used in insulating materials, fireproofing, acoustical products and roofing materials. The Contractor shall pay particular attention to

these areas. If the Contractor has any questions about any material, he should contact the Department of Building and Zoning at (217)789-2171.

4.34. Sales Tax Exemption

(a) Pursuant to State law, the City of Springfield is exempt from the payment of sales tax on any item it buys directly from a supplier. If the Contractor purchases items for the use of the City, the Contractor is also exempt from sales tax on items which at the end of the project become the property of the City of Springfield.

(b) Items which do not become the property of the City and items which are used up in construction (an example would be fuel oil for machinery) are taxable. Any questions about the taxability of specific items can be resolved by the Illinois Department of Revenue.

4.35. Entire Contract Clause

"Contract Documents" or "Documents" as used herein, shall refer to the Notice, Instructions to Bidders and General Conditions, Specifications and Drawings (if applicable), Proposal Form and Bid Sheet, the Contract Execution Page and any applicable addenda and any modifications thereof incorporated in the Documents. The Contract Documents form the entire contract and represent the final agreement between the parties' subject only to modifications hereinafter agreed upon in writing and signed by the parties in accordance with these instructions.

4.36. Applicable Laws and Acts

The bidder's attention is directed to the fact that all applicable federal, state and municipal laws, ordinances, rules and regulations, and codes of all authorities having jurisdiction shall apply to the Contract Document throughout and they are deemed to be included herein the same as though herein written out in full; including but not limited to the Occupational Health and Safety Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the National Labor Relations Act, the Federal Civil Rights Act, the Illinois Human Rights Act, the Illinois Wage and Hour Law, and the Prevailing Wage Act, and Percentages of city resident work hours on construction projects with an estimated contract value of \$100,000 or more. Failure to comply with Federal, State, and Local Laws on prior bids and prior contract work may result in disqualification of a bidder on a subsequent bid. Contracts subject to bidding requirements shall be awarded to the lowest responsible bidder which includes consideration of a bidder's compliance with Federal, State, and Local Laws. (See Section 38.35 of the City Code)

REQUIRED FORMS

**UNLESS OTHERWISE
STATED IN SECTION 3,
ONLY SECTIONS 5 & 6 OF
THIS BOOKLET NEED TO
BE SUBMITTED FOR
BIDDING.**

SECTION V

5. PROPOSAL PRICING

**PRICE PAGE FOR
CRUSHED STONE FOR SHORELINE STABILIZATION
(RIPRAP MATERIALS)**

The quantities listed below are for estimation purposes only. There is no guarantee as to the actual quantities of each item to be purchased under the Contract(s).

In instances where a discrepancy occurs between the unit price and the extended price, the unit price will prevail. It is the intent of the City to award one contract to the bidder who submits the low bid meeting specifications for all three (3) items.

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
2" Filter Stone	400 tons	\$ <u>30.79</u> /ton	\$ <u>12,316.00</u>
12" Stone Riprap, RR4	2900 tons	\$ <u>38.04</u> /ton	\$ <u>110,316.00</u>
4" to 5" Gabion Stone, RR3	1000 tons	\$ <u>41.29</u> /ton	\$ <u>41,290.00</u>
<u>TOTAL OF ALL ITEMS BID</u>	4300 tons		\$ <u>163,922.00</u>

Use the space below to make any clarifications or comments:

Informational

Bidder's Name: Callender Construction Co. Inc.
Address: 928 W Washington Street Pittsfield IL 62363
Telephone: 217-285-2161
Contact Person: James Pepper

SECTION VI

6. CERTIFICATIONS

1. The undersigned bidder submits with this proposal and bid sheet, all information as called for, together with complete manufacturer's specifications covering any equipment bid upon.

2. The following proposal or bid sheet may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof. If written notice of the acceptance of this proposal or bid sheet is mailed, telegraphed or otherwise delivered to the undersigned within ninety (90) calendar days after the date of opening of the bids, or any time thereafter before this bid is withdrawn, the undersigned will, within ten (10) calendar days after the date of such mailing, telegraphing or delivery of such notice, execute and deliver the Contract Execution Page provided in Section 8 of this booklet.

The undersigned bidder hereby designates as his office to which such notice of acceptance may be mailed, telegraphed or delivered as follows:

Name of Vendor: Callender Construction Co Inc

Contact Name: James Pepper

Vendor Address: 928 W Washington Street Pittsfield IL 62363

Vendor E-Mail: callender@calconst.com

Phone: 217-285-2161

3. The undersigned bidder states that he has been regularly engaged in work of the type required by the specifications herein for 80 years and respectfully invites your attention to the following products and/or services:

4. The undersigned bidder hereby declares that the only person or persons interested in the above proposal as principals are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

Please confirm

*Response required

5. The undersigned bidder hereby certifies that it is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating Sections 33E-33 or 33E-4 of the Illinois Criminal Code.

Please confirm

*Response required

6. The undersigned bidder hereby certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If the undersigned bidder has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and is in compliance with that agreement, the bidder shall so state.

Please confirm

*Response required

7. The undersigned bidder agrees to make and comply with the commitments to provide equal employment opportunity in accordance with the requirements of Title 9, Chapter 93, and Section 93.13 of the Code of the City of Springfield as described in paragraph 4.30(c) of the Terms and Conditions.

Please confirm

*Response required

8. In order to receive the Preference for Domestic Products, the bidder must certify the products being offered conform to the definition of "Domestic Product" described in paragraph 4.30(d) of the Terms and Conditions.

Please confirm

*Response required

9. All contractors bidding on Annual Goal Contracts with the City shall, in accordance with the requirements contained in this booklet pertaining to minority and female owned businesses, certify to the availability or non-availability of Subcontracting Opportunities by selecting the statement below that applies to this bid. If the contractor certifies to (b) the contractor is required to attach proof of publication and complete the MBE/FBE Utilization Form attached hereto as Attachment A or M/FBE Participation Waiver Request found in Attachment B.

(a) The undersigned bidder will not award subcontracts in the performance of this contract.

(b) The undersigned bidder will award subcontracts in the performance of this contract and all proposals received from the interested MBE/FBE businesses are listed on Attachment A (with Attachment B Waiver if applicable).

Please select one

*Response required

10. In order to receive the preference for local bidders described in paragraph 4.20 of the Terms and Conditions, the bidder must certify by placing his/her signature in the space provided below, that the bidder has established and maintained a physical presence with the City in accordance with City of Springfield Code of Ordinances, Section 38.45.

Local Vendor – City of Springfield, Illinois

Local Vendor – Sangamon County, Illinois

Non-Local Vendor

Please select one

*Response required

11. The undersigned bidder hereby certifies that it and any subcontractors who will be performing work under this public works project are participants in an applicable apprenticeship and training program or programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.

Please confirm

*Response required

12. Pursuant to the City of Springfield Code of Ordinances, Section 38.23 (a) (1), each bidder must supply with its proposal, a complete, accurate and truthful listing and description of all citations, complaints, summons, decisions, determinations, judgments, or other allegations or findings relating to any violation of State or Federal laws. Any bidder who willfully fails or refuses to include the information required, or whose report of such information is substantially incomplete, inaccurate, or untruthful shall be disqualified and its bid shall be rejected.

None

List Attached

*Response required

13. The undersigned bidder hereby certifies that the following is a complete, accurate and truthful listing and description of all information required pursuant to the City of Springfield Code of Ordinances, Section 38.23 (a) (1).

Please confirm

*Response required

We certify:

13 (a) If your organization is a corporation, limited liability company, limited liability partnership, or limited partnership, etc., you must provide a copy of your current certification of good standing from your State of incorporation with your bid. Failure to do so may result in the rejection of your bid.

13 (b) Pursuant to Illinois law as it pertains to foreign corporations, foreign limited liability companies, foreign limited liability partnerships, or foreign limited partnerships; you may be required to register with the Illinois Secretary of State. A foreign entity is an entity organized or incorporated in a state other than Illinois. The undersigned bidder hereby certifies that it has examined the relevant statutes and determined that either: (1) It is not required to register as a foreign entity with the Illinois Secretary of State; or (2) It is required to register as a foreign entity with the Illinois Secretary of State, that it has so registered, and that proof of registration is attached hereto

Please select (a) or (b)

*Response required

14. Pursuant to Section 38.47 of the City of Springfield Code of Ordinances, 1988, as amended, the undersigned bidder hereby certifies that it and any subcontractors (if any) it employs to perform work under a contract for the City of Springfield does not employ unauthorized aliens as defined in the Federal Immigration and Nationality Act (8 U.S.C. 1101, *et seq.*, Section 274A).

Please confirm

*Response required

I hereby certify that, to the best of my knowledge, the provided information is true and accurate.


Signature of Bidder

James Pepper 4/8/2020
Print Name & Title

SECTION VII

7. ADDENDA

7.1 Prevailing Wage

7.2 Project Labor Agreement

7.3 Local Labor

7.4 MBE/FBE Policy

7.5 Insurance

SECTION VIII
CONTRACT EXECUTION PAGES

AGREEMENT made this _____ by and between the City of Springfield, Sangamon County, Illinois, a municipal corporation, hereinafter called the "Purchaser" or "City" and TBD hereinafter called the "Contractor."

The City and Contractor agree as set forth below:

1. The Contractor for the consideration hereinafter set forth, hereby agrees to and with the City that it will furnish, provide, and deliver in good order, quality and condition, the following: UW27-04-15 of 2016 Street & Shoreline Stabilization (Riprap Materials) in accordance with the proposal of the contractor and the provisions set forth in the Contract Documents.
2. The City shall pay the Contractor in accordance with the Contractor's proposal on the "Section 5: Proposal Pricing" signed by the Contractor and dated Thursday, April 23, 2026 subject to any further additions and deductions as may be agreed upon in accordance with the terms of the Contract Documents. Payment shall be in the manner and at the time stipulated in the Contract Documents.
3. This agreement shall include all of the Contract Documents which are as follows:
 1. Introduction
 2. Instructions to Bidders
 3. Scope of Work/Purchase
 4. Terms and Conditions
 5. Proposal Pricing
 6. Certifications
 7. Addenda
 8. Contract for Execution

All of the above Contract Documents are a part of this agreement as if attached hereto or repeated herein.

4. This contract does not authorize an expenditure of City funds in excess of the amount authorized by the Director of the Office of Budget and Management unless the Director of the Office of Budget and Management specifically approves an additional expenditure. The Contractor agrees and acknowledges that, absent such prior approval, it proceeds at its own risk with no guarantee of payment if the amount billed to the City exceeds the amount authorized by the Director of Budget and Management.
5. In the event of the Contractor's noncompliance with any provisions of this Contract, the Contractor may be declared nonresponsive and therefore ineligible for future contracts or subcontracts with the City and the Contract may be canceled or avoided in whole or in part and such other sanctions or penalties may be imposed or remedies invoked as provided by law or regulation.

THIS AGREEMENT executed the day and year first written above.

ATTEST: _____
City Clerk

PURCHASER: CITY OF SPRINGFIELD, ILLINOIS

BY: _____
MAYOR or Director of OBM
Approved for legal sufficiency: GEM

ATTEST: _____
Secretary

CONTRACTOR: _____
(Name of Business)

BY: _____
(Name and Title)

(Acknowledgment by Corporate Contractors)

STATE OF _____)
COUNTY OF _____) SS
_____)

I _____, a notary public in and for said County in the State aforesaid, do hereby certify that _____ (name and title) and, Secretary of a corporation, personally known to me to be the same persons and such officers, respectively, or said company, whose names are subscribed to the foregoing contract, appeared before me this day in person and severally acknowledged that they signed, sealed, and delivered the said instrument as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public

2026-04-07 10:00 AM

(Acknowledgment by Individual Contractor or Partnership)

STATE OF _____)
COUNTY OF _____) SS
_____)

I, _____ a Notary Public in and for said County in the State
aforesaid, do here certify that (name and title) and _____,
Secretary of personally known to me to be the same persons and such officers, respectively, of said
company, whose names are subscribed to the foregoing contract and subjoined bond, appeared before
me this day in person and severally acknowledged that they signed, sealed, and delivered the said
instrument as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public

STATE OF ILLINOIS

COUNTY OF SANGAMON

I, _____, a Notary Public in and for Sangamon County in the State
of Illinois, do hereby certify that **MISTY BUSCHER, MAYOR, and CHARLES L. REDPATH SR,**
CITY CLERK, of the City of Springfield, Illinois, personally known to me to be the same persons
and such officers, respectively, whose names are subscribed to the foregoing contract appeared before
me this day in person and severally acknowledged that they signed, sealed, and delivered the said
instrument as the free and voluntary act of said City for the uses and purposes therein set forth, pursuant
to due authority conferred by the Council of said City.

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public

2023-051

File Number

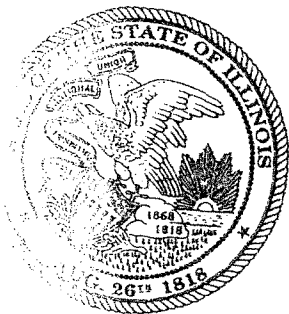
5339-010-2



To all to whom these Presents Shall Come, Greeting:

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

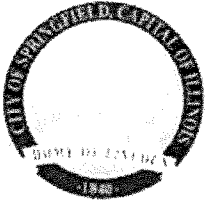
CALLENDER CONSTRUCTION COMPANY, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MARCH 14, 1984, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 8TH
day of APRIL A.D. 2026 .

Authentication #: 2609801982 verifiable until 04/08/2027
Authenticate at: <https://www.ilsos.gov>

Alexi Giannoulis
SECRETARY OF STATE



UNOFFICIAL BID RESULTS

_____	Performance Bond
_____	Payment Bond
_____	Insurance
_____	Other

DATE: April 23, 2026

ITEM: Crushed Stone for Shoreline Stabilization (Riprap Materials)

BID DEPOSIT RETURN: _____

2ND SPECIFICATION: _____

CHANGE ORDERS #: _____

ADDENDA

CONTRACT #: UW27-04-15

BID BOND AMOUNT: N/A

(OR) 5% OF BID: N/A

BIDDERS	Total
Crown Trucking	
Callender Construction Co., Inc	\$147,800.00
	\$163,922.00

Domestic Preference

FBE

MBE

Y___N___

Y___N___

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: \$147,800.00

SUGGESTED TITLE: Execution of Contract/ Crown Trucking Inc/ Rip Rap Materials/ \$147,800.00/ For the Office of Public Utilities

CONTRACTOR / VENDOR NAME: Crown Trucking Inc VENDOR NO: CR010177

CONTRACT TERM: 1 year Change in Scope Yes No

CONTRACT AMOUNT: \$147,800.00
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

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

Previous Ord #'s _____

Is Purchasing Agent approval required? No Yes

Is Purchasing Agent approval attached? No Yes

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	101	100	BC	6101	1407	\$147,800.00
2						
3						
4						

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

Contract

STAFF ANALYSIS

Authorization to purchase 400 tons of 2" filter stone, 2900 tons of 12" stone riprap and 1000 tons of 4" to 5" gabion stone for the Lake Springfield Shoreline Stabilization Program. The two-inch rock is used alone or in conjunctions with filter fabric underneath stone riprap as a bedding and filter medium to stabilize shoreline of the lake. The twelve-inch stone is for use over a filtering medium to prevent damage from wave action to shorelines. The gabion stone is used to prevent from wave action to shorelines at Lake Springfield.

FUNDS CHECK BY: Kerfoot, Benjamin R. Digitally signed by Benjamin R. Kerfoot, Date: 2026.04.28 11:27:00 -0500

DIRECTOR / SUPERVISOR: Scott Rogers Digitally signed by Scott Rogers, Date: 2026.04.28 10:45:00 -0500

CITY PURCHASING AGENT: _____

SIGN OFF: _____
(Mayor's Signature) GM

Date: _____

Date: 4/28/26

Date: 4-28-2026

(Director of OBM)

The information supplied on this form is not confidential information.

2026-254

1195

AN ORDINANCE APPROVING PURCHASE OF SUBSTATION CONTROL ENCLOSURES WITH NVENT IN THE AMOUNT NOT TO EXCEED \$496,890.00 IN RELATION TO THE SANGAMON SOLAR FARM (MISO PROJECT J1610) AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION OF THE MISO J1610 DEPOSITS, FOR THE OFFICE OF PUBLIC UTILITIES

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

WHEREAS, this Ordinance approves and authorizes execution of Contract No. UE27-03-27 with nVent in an amount not to exceed \$496,890.00 for substation control enclosures in relation to the South Sangamon and Bridgeland Solar Project (MISO Project J1610), and

WHEREAS, this Ordinance is requesting Supplemental Appropriation in the amount of \$496,890.00 from the City of Springfield's MISO J1610 deposits into Account No. 102-100-CBEA-3532-2310.

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 Four Hundred Ninety-six Thousand Eight Hundred Ninety Dollars and No Cents (\$496,890.00).

Section 2: That the Office of Budget and Management is hereby directed to effectuate a supplemental appropriation from the MISO J1610 Deposits into Expenditure Account 102-100-CBEA-3532-2310.

Section 3: The Council of the City of Springfield, Illinois, hereby approves payment to nVent in an amount not to exceed Four Hundred Ninety-six Thousand Eight Hundred Ninety Dollars and No Cents (\$496,890.00).

Section 4: The Mayor and the City Clerk are hereby authorized and empowered to execute contract UE27-03-27 on behalf of the City of Springfield Office of Public Utilities.

Section 5: The payment to nVent for a total maximum amount not to exceed Four Hundred Ninety-six Thousand Eight Hundred Ninety Dollars and No Cents (\$496,890.00) from Account No. 102-100-CBEA-3532-2310 is hereby authorized, approved, and directed.

Section 6: This Ordinance shall become effective upon its passage and recording by the Office of the City Clerk.

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk, Charles Redpath

Approved as to legal sufficiency:

 5-13-20

**Office of Corporation Counsel/ Date
Requested by Mayor Misty Buscher**

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: nVent
CONTRACT AMOUNT: \$496,890.00
TYPE OF AWARD: Low Bid meeting Specifications

PRIOR ORDINANCE INFORMATION:

INFORMATION:

An Ordinance awarding contract UE27-03-27 to nVent for the purchase of Substation Control Enclosures in the amount of \$496,890.00 for the J1610/ Alpha 138kV Interconnection Substation and authorizing a supplemental appropriation from the MISO J1610 fund in the same amount for the Office of Public Utilities, Transmission and Distribution Division.

Purchase of a Substation Control Enclosure/ building for the J1610/ Alpha 138 kV Interconnect Substation. Station is being constructed to accommodate interconnection of the South Sangamon/ Bridgeland Solar Project per an executed MISO Generator Interconnection Agreement. Purchase is fully funded by interconnection customer contributions and will be procured using Supplemental Appropriation from the MISO J1610 fund for this purpose. nVent was the low bidder meetings specifications.

CONTRACT NAME: Control Enclosure

CONTRACT NO: UE27-03-07

DEPARTMENT: Electric T & D

DATE: 4/9/2026



Summary Bid Tab Sheet

	nVent Pittsburg, KS
Control Enclosure	Unit Price \$ 496,839.00 Term Price \$ 496,839.00
Lead Time ARO	52 weeks
Local Vendor Preference	\$ 24,841.95
Total for Control Enclosure	\$ 521,680.95

Electric T&D recommends award of bid UE27-03-07 to nVent



Date: 4/9/2026 IST: MICHAEL KNOPP
 NVENT
 1801 EAST 27TH STREET TERRACE
 PITTSBURG, KS 66762
 (620) 670-2107
 MICHAEL.KNOPP@NVENT.COM

Customer: CITY WATER LIGHT & POWER
 BRIAN BELL
 Phone: 217-321-1330
 E-Mail: Brian.bell@cwlp.com

Representative: ELECTROREP ENERGY PROD.
 Contact: ZACH DECKER
 Email: zach@elecprep.com
 Phone: (314)304-9445

Delivery Location: CHATHAM, IL
 Project Name: J1610/ALPHA INTERCONNECT STATION
 Quote Number: A260405MK Rev 0

PDC Price: \$496,839.00
 Freight Price: \$0.00

Installation Price: \$0.00
 Option 1: \$0.00
 Option 2: \$0.00
 Option 3: \$0.00
 Option 4: \$0.00
 Option 5: \$0.00
 Option 6: \$0.00
 Option 7: \$0.00
 Option 8: \$0.00

Specification(s): UE27-03-07 SUBSTATION CONTROL ENCLOSURE
 Specification Date: 3/17/2026
 Site Location: CHATHAM, IL
 Drawing: ALPH-28.1-1

Leadtime- *See details page.

Fabrication Facility: Pittsburg, KS
 Legacy

WIDTH	LENGTH	Floor to Ceiling Height	Overall Height	Shipping Sections
14.00 FT	23.00 FT	10.50 FT	12.75 FT	1

Design Criteria:

Seismic (IBC2018):	C
Area Classification:	NON-HAZARDOUS
Roof Load (DL+LL):	85 PSF
Floor Load (DL+LL):	250 PSF
Wall/Wind Load:	125 MPH
Enclosure Weight (Empty):	22408 LBS.
Enclosure Weight (With customer supplied equipment):	22408 LBS.
Estimated Heat Loss (KW/Tons)	000 KW 0 Tons

DESCRIPTION

ENGINEERING

LOT STRUCTURAL CALCULATIONS CERTIFIED BY A REGISTERED STATE PROFESSIONAL ENGINEER
ONLY AS-BUILT DRAWINGS WILL BE WET STAMPED

STRUCTURAL ELEMENTS

LOT **BASE:**

FLOOR LOADING 250 PSF
DESIGNED NOT TO EXCEED L/600
ASTM A-572 GRADE 50 BASE PERIMETER, ASTM A-36 CROSS MEMBERS

LOT **FLOOR**

1/4" STEEL DECK PLATE - SMOOTH

LOT **FRAMING:**

SQUARE STEEL TUBE (3 IN X 3 IN X 1/8 IN - ASTM A-500)

LOT **EXTERIOR WALLS:**

16 GAUGE INTERLOCKING GALVANNEALED STEEL
SEAMS SEALED WITH SIKA-FLEX BRAND POLYURETHANE ELASTOMERIC
125 MPH WIND LOADING

LOT **INTERIOR WALLS:**

16 GAUGE GALV
SEAMS SEALED WITH SIKA-FLEX BRAND POLYURETHANE ELASTOMERIC
SUPPORT 400 POUNDS PER LINEAR FOOT

LOT **CEILING:**

16 GAUGE GALV
SEAMS SEALED WITH SIKA-FLEX BRAND POLYURETHANE ELASTOMERIC
SUPPORT 100 POUNDS PER LINEAR TRUSS FOOT

LOT **ROOF:**

12 GAUGE GALVANNEALED STEEL
SEAMS FULLY WELDED - NO FASTENERS IN ROOF
85 PSF ROOF LOADING
SLOPE 0.42 Inch PER FOOT

LOT **FASTENERS:**

#12-20 SELF-TAPPING MACHINE SCREW
DYNA-COAT PREMIUM ORGANIC POLYMER COATING

SURFACE PREPARATION

BASE STEEL:

POWER TOOL CLEANED SMOOTH TO SSPC-SP3, FREE FROM SCALE AND RUST

SURFACE COATINGS:

LOT **BASE UNDERCOAT:**

MULTI-PURPOSE EPOXY
5-8 MILS DFT

LOT **BASE PAINT:**

ANSI 70 LIGHT GRAY
TWO-COMPONENT HIGH SOLIDS EPOXY PRIMER
PPG
5-8 MILS DFT

LOT **FLOOR COATING:**

SHERWIN-WILLIAMS COROTHANE I ALIPHATIC FINISH COAT
GRAY NON SKID COATING

LOT **EXTERIOR PAINT:**

ANSI 70 LIGHT GRAY
ULTRA-GLOSS, URETHANE ENAMEL
3-5 MILS DFT

LOT **INTERIOR PAINT:**

NVENT, INC WHITE
FLAT, URETHANE ENAMEL
2-4 MILS DFT

LOT **TOUCH-UP PAINT:**

1 QUART INTERIOR, 1 QUART EXTERIOR PAINT, 1 QUART FLOOR NON-SKID, 1 QUART UNDERCOAT

PENETRATIONS:

- 7 FRAMED WALL OPENING WITH 12-GAUGE GASKETED COVER PLATE (CABLE TRAY OR BUD DUCT)
- 1 FRAMED WALL OPENING WITH 12-GAUGE GASKETED COVER PLATE (HVAC)

THERMAL INSULATION

- LOT **WALL:**
2-1/2" HUNTER PANEL (R-19.2/U0.051)
- LOT **CEILING:**
2-1/2" HUNTER PANEL (R-19/U0.052)
- LOT **BASE:**
5" SPRAY FOAM (R-35/U0.029)

DOORS

- 1 **ENTRY/EXIT DOOR:**
48" X 96" PERSONNEL DOOR
16 GAUGE GALVANNEALED STEEL
DOUBLE WALL CONSTRUCTION
R-7 THERMAL INSULATION
HEAVY DUTY DOOR CLOSURE
YALE 2100 48 689 PANIC BAR
FOUR (4) 4" X 4" STAINLESS STEEL BALL BEARING HINGES
1-1/2 HOUR CLASS B FIRE RATING
RAIN CANOPY
REMOVABLE CORE - BEST#1C7A1-626
YALE AU626F LEVER HANDLE OUTSITE
CYBERLOCK CYLINDER FOR DOORS
- 1 **EQUIPMENT DOOR:**
72" X 96" DOUBLE DOOR
16 GAUGE GALVANNEALED STEEL
DOUBLE WALL CONSTRUCTION
R-7 THERMAL INSULATION
HEAVY DUTY DOOR CLOSURE
YALE 2100 48 689 PANIC BAR
EIGHT (8) 4" X 4" STAINLESS STEEL BALL BEARING HINGES
1-1/2 HOUR CLASS B FIRE RATING
RAIN CANOPY
REMOVABLE CORE - BEST#1C7A1-626
YALE AU626F LEVER HANDLE OUTSITE
CYBERLOCK CYLINDER FOR DOORS
REMOVABLE TRANSOM

LIFTING

- 4 REMOVABLE LIFT LUGS, PER SHIPPING SECTION - BOTTOM LIFT

ELECTRICAL

- LOT **WIREWAY:**
NEMA-1 STEEL 4" X 4"
HINGED COVER
HOFFMAN
SURFACE MOUNTED AROUND INTERIOR PERIMETER NEAR CEILING
- LOT **CONDUIT:**
EMT GALVANIZED STEEL - INTERIOR
SURFACE MOUNTED TO INTERIOR WALLS
RIGID STEEL CONDUIT - EXTERIOR
- CABLE TRAY**
ALUMINUM LADDER TYPE
- 6 4" x 18" STRAIGHT
- 1 4" x 18" VERTICAL 90
- 3 4" x 18" TEE
ATTACHED TO CEILING WITH B-LINE AND ALL THREAD
9" RUNG SPACING
CABLE TRAY IS GROUNDED WITH 4/0 BARE CABLE ON BOTH ENDS AND TIED TO GROUND PADS
- 1 EXTERIOR CABLE RISER(S)
- LOT **WIRE:**
ALL WIRING FOR UTILITY CIRCUITS WILL BE 600V XHHW-2 SINGLE CONDUCTOR STRANDED - COPPER ONLY

ALL LIGHTING AND POWER WIRING MINIMUM WIRE SIZE IS #12 AWG. **LOCKING TONGUE LUG.**
CONTROL, INSTRUMENTATION, AND ALARM WIRING MINIMUM SIZE IS #24 AWG

LOT **GROUND:**

1/4" X 2 COPPER BUS BAR AROUND INTERIOR PERIMETER OF ENCLOSURE
4/0 GREEN GROUND WITH L250 LUGS DROPS FROM GROUND BUS TO GROUND PADS
#2 GREEN STRANDED COPPER WITH L125 LUGS DROPS FROM PANELS/TRANSFORMERS TO GROUND BUS

4 **GROUND PADS:**

NEMA 4-HOLE STAINLESS STEEL GROUND PADS WELDED ON EACH CORNER
3" x 6" x 1/4"

6 **INTERIOR LIGHTING:**

LED LIGHT FIXTURES
OPEN TYPE
4 FOOT LONG
50-FOOT CANDLES OF LIGHT AT THREE FEET ABOVE THE FLOOR
H.E. WILLIAMS 76-4-L53

6 **LIGHT SWITCHES:**

SINGLE POLE SWITCH AND/OR 3-WAY
LOCATED AT EACH DOOR
20 AMP SPECIFICATION GRADE
HUBBELL CS320-GY

7 **CONVENIENCE RECEPTACLES:**

DUPLEX RECEPTACLES
125 VOLT
20 AMP
NEMA 5-20R, 2 POLE, 3-WIRE GROUNDING - COMMERCIAL SERIES SPECIFICATION GRADE
HUBBELL CR20GRY
LOCATED AT EACH DOOR

2 **EXTERIOR LIGHTING:**

WALL MOUNTED
LED
18 WATT
AUTOMATIC DUSK TO DAWN PHOTO CONTROL
LOCATED ABOVE EACH DOOR
LUMARK-XTOR2B-PC1PC

2 **OUTDOOR RECEPTACLES:**

DUPLEX RECEPTACLES
125 VOLT
20 AMP
TAMPER RESISTANT LED GFCI - NEMA 5-20R - COMMERCIAL GRADE
BELL BOX WEATHERPROOF "IN-USE" COVER
HUBBELL GFTR20GY AND TAYMAC MM410C

2 **WELDING RECEPTACLES:**

NEMA 6-50R, 250V, 2 POLE, 3 WIRE, GROUNDING
50 AMP
HUBBELL 9367

EXIT/EMERGENCY LIGHTING

2 EMERGENCY LIGHT WITH 90 MINUTE BATTERY BACKUP

COOPER LIGHTING - SURE-LITES APEL - 4704555

2 COMBINATION LED EMERGENCY/EXIT LIGHT WITH 6V MAINTENANCE FREE LEAD CALCIUM BATTERY BACKUP

COOPER LIGHTING - SURE-LITES - APC7R

1 **AC PANELBOARD:**

120/240VAC 1 PHASE,
200A VERTICAL MAIN BREAKER - 10KAIC
20 BRANCH CIRCUITS
NEMA 1 ENCLOSURE

- SURFACE MOUNTED COVER WITH DOOR
- GROUND BAR BOLTED
- I-LINE
- 1 **DC PANELBOARD:**
 - 125 VDC
 - 225A VERTICAL MAIN BREAKER-10KAIC
 - 20 BRANCH BREAKERS
 - NEMA 1 ENCLOSURE
 - SURFACE MOUNTED COVER WITH DOOR
 - TOP FEED
 - GROUND BAR BOLTED
 - I-LINE
 - TRANSFER SWITCHES**
 - 1 AUTOMATIC TRANSFER SWITCH
 - 240VAC - 3-POLE - 200A
 - ASCO
 - SWITCHES**
 - 2 600V DISCONNECT SWITCH - 200A NON-FUSED ; NEMA 3R
 - BATTERY SYSTEM**
 - 1 BATTERY MONITOR - EAGLE EYE VIGILANT BMS
 - 1 BATTERY DISCONNECT SWITCH
 - 1 BATTERIES 60 CELLS - VRLA, 125VDC, 210AH
 - 1 BATTERY RACK AND DRIP PAN
 - 1 BATTERY CHARGER - LA MARCHE TPSD2-20-130V-ABD1-60LR
- HVAC**
- 1 **AIR CONDITIONER:**
 - NO REDUNDANCY
 - DAIKIN - RXF24BVJU9
 - SPLIT SYSTEM
 - 2-TON
 - 230/208 VOLT
 - 1 PHASE
 - CONTROLS**
 - 1 THERMOSTAT
 - 1 CYCLE TIMER - INTERMATIC C8865
- VENTILATION**
- 2 RAIN HOODS
- 1 SHUTTER MOUNTED EXHAUST FAN - 12" DIAMETER, 800 CFM - DAYTON 1HLA2
- 1 INTAKE LOUVERS 16" x 16" WITH MOTOR - DAYTON 4C560
- MISC.**
- FIRE DETECTION/SUPPRESSION**
- 2 FIRE EXTINGUISHER - CO2 TYPE - 15 LB
- SAFETY**
- 1 EYE WASH STATION - 7 GAL. - HONEYWELL FEND-ALL 32-001000-0000
- 1 HYDROGEN MONITOR - ARRGH HGD-DR (CABLE & REMOTE TEST)
- STAIRS AND LANDINGS**
- 84 SQ FT LANDINGS WITH SQUARE HANDRAILS GALVANIZED (NOT ROUND TUBE)
- 12 3' WIDE STEPS WITH RAILINGS
- MISCELLANEOUS**
- 1 ALARM JUNCTION BOX
- 1 PEDESTAL DESK - 45" X 24" - 2 DRAWER - GRAINGER #55AJ68
- 1 ROLLING OFFICE CHAIR - GRAINGER #4GJJ5
- 1 UTILITY CABINET
- 1 SENSOR MONITORING DEVICE - GRID CONNECT #SP2+ PRO VERSION SENSORPROBE2+
- 2 SECURITY SENSOR - GRID CONNECT #SS15
- 1 TEMP & HUMIDITY SENSOR - GRID CONNECT #THS01-NIST2
- 1 FIRST AID KIT - GRAINGER #32LA64

EQUIPMENT SUPPLIED BY OTHERS AND INSTALLED BY NVENT:

NA



DETAILS

FREIGHT:

WE ARE QUOTING F.O.B. FACTORY, PREPAY & ADD.

* FREIGHT PRICE IS ESTIMATED AND IS BASED ON THE DIMENSIONS AND WEIGHTS LISTED ON THE PROPOSAL, ANY CHANGES TO EITHER COULD EFFECT THE FREIGHT PRICE. FREIGHT PRICE IS ALSO BASED ON CURRENT FUEL PRICES AND DOES NOT INCLUDE THE COSTS FOR ANY ADDITIONAL TRUCKS FOR MISCELLANEOUS LOADS, AND/OR ROUTE SURVEYS, POLICE ESCORTS, BUCKET/UTILITY TRUCKS, ETC... FREIGHT PRICE WILL BE UPDATED BEFORE SHIPMENT AND INVOICED AT ACTUAL AMOUNT.

HVAC'S OR DEVICES ON SIDE WALL ARE REMOVED FOR SHIPMENT AND REINSTALLED BY CUSTOMER.

SCHEDULE*:

NVENT'S OVERALL LEADTIME IS 72 WEEKS. SCHEDULE IS AS FOLLOWS: APPROVAL DRAWINGS PROVIDED IN 12 WEEKS. AFTER ACCEPTANCE OF CUSTOMER'S PURCHASE ORDER AND CUSTOMERS' EQUIPMENT DRAWINGS AND HEAT LOSS OF EQUIPMENT.

CUSTOMER APPROVAL TIME FOR DRAWINGS IS 2 WEEKS.

SHIPMENT IS 58 WEEKS AFTER RECEIPT OF RETURNED APPROVAL DRAWINGS.

IF WE ARE INSTALLING CUSTOMER SUPPLIED EQUIPMENT WE MUST HAVE ALL EQUIPMENT 4 WEEKS BEFORE THE SCHEDULED FAT OR SHIP DATE THAT IS DETERMINED AT ORDER ACCEPTANCE TIME.

THIS SCHEDULE INCLUDES STATE APPROVAL PROCESS, BUT ANY UNFORSEEN DELAYS BY THE STATE COULD IMPACT SCHEDULE AND WE WILL ADVISE IF THERE IS ANY IMPACT TO SCHEDULE DUE TO STATE DELAYS.

FIELD SETUP: NON-UNION

OUR PRICE IS BASED ON CLEAR AND CLOSE ACCESS TO THE SITE WITH NO OVERHEAD OBSTRUCTIONS. INSTALLATION PRICE IS AN ESTIMATE AND IS SUBJECT TO CHANGE IF ACTUAL SITE CONDITIONS REQUIRE ADDITIONAL SERVICE, LABOR, AND/OR EQUIPMENT. INCLUDES STAIRS AND LANDINGS IF PROVIDED BY NVENT

DRAWINGS:

APPROVAL DRAWINGS ARE AUTOCAD VERSION 2023 FORMAT AND CONSIST OF AN OUTLINE-PLAN, ELEVATIONS, AND A DETAILED LEGEND/DESIGN CRITERIA (BOM). FINAL (AS-BUILT) DRAWINGS CONSIST OF THE ABOVE DRAWINGS AND LEGEND AS WELL AS A WIRING DIAGRAM OF NVENT ENCLOSURE SYSTEMS' UTILITY CIRCUITS.

CLARIFICATIONS:

WE HAVE INCLUDED ONE HARD COPY INSTRUCTION MANUAL IN EACH ENCLOSURE AND WE WILL SEND A COPY IN ELECTRONIC FORMAT TO THE CUSTOMER. IF ADDITIONAL COPIES ARE REQUIRED, WE CAN PROVIDE ADDITIONAL HARD COPIES FOR \$250.00.

2. INSPECTION WITNESSING TESTS: CUSTOMERS ARE ALWAYS WELCOME FOR INSPECTION TRIPS AT OUR FACILITY WITH PRIOR NOTICE AND AS LONG AS SCHEDULES ARE NOT DELAYED. WE HAVE NOT INCLUDED FORMAL WITNESSING OR TESTING IN OUR QUOTED PRICE.

3. NVENT ENCLOSURE SYSTEMS MAINTAIN INSURANCE ON CUSTOMER SUPPLIED EQUIPMENT WHILE IN NVENT POSSESSION AND LIMITED EXCESS COVERAGE ON OUTBOUND FREIGHT.

4. NVENT ENCLOSURE SYSTEMS WILL COMPLY WITH STATE AND LOCAL CODES, STANDARDS, RULES, REGULATIONS, AND LAWS INSOFAR AS THEY DO NOT EXCEED NATIONAL CODES, STANDARDS, RULES, REGULATIONS, AND LAWS.



5. WE HAVE NOT INCLUDED A SPREADER BAR/LIFTING DEVICE IN OUR QUOTATION. SPREADER BAR IS TO BE PROVIDED BY RIGGING COMPANY.

6. SITE MUST HAVE PROPER ACCESS (ROADS, CULVERTS, BRIDGES, ETC.), TURNING RADIUS AND BE FREE AND SAFE FROM OBSTRUCTIONS. IF THE SITE IS NOT ACCESSIBLE, THE ENCLOSURE WILL BE DELIVERED TO THE NEAREST LOCATION TO THE BILLED DESTINATION. IF DELIVERY IS DELAYED WHILE THE PROBLEM IS REMEDIED, NVENT WILL BE REIMBURSED FOR ALL COSTS ASSOCIATED WITH THE DELAY.

GENERAL TERMS:

1. THIS QUOTATION DOES NOT INCLUDE ANY APPLICABLE TAXES, PERMITS, OR FEES.

2. OUR PAYMENT TERMS ARE NET 30 DAYS.

20% FIRST SUBMISSION OF APPROVAL DRAWINGS

30% RELEASE TO MANUFACTURING

30% COMPLETION OF STRUCTURAL FABRICATION

20% AT DELIVERY PER AGREED UPON FREIGHT TERMS (OR CUSTOMER DELAY SHIPMENT REQUEST)

3. NVENT TERMS AND CONDITIONS DATED 11/10/10. ARE APPLICABLE TO THIS ORDER. (PLEASE SEE ATTACHED)

4. EACH UNIT WILL BE INVOICED SEPARATELY, WHEN SHIPPED.

5. THIS QUOTATION IS VALID FOR 30 DAYS. TO EXTEND QUOTATION VALIDITY, PLEASE CONTACT THE FACTORY.

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CLARIFICATIONS/EXCEPTIONS

EQUIPMENT QUOTED PER CUSTOMER'S SPECIFICATION UE27-03-07 SUBSTATION CONTROL ENCLOSURE DATED 03 WITH THE FOLLOWING EXCEPTIONS AND CLAIRIFCATIONS.

ANY OTHER SPECIFICATIONS OR DRAWINGS NOT LISTED WE TAKE EXCEPTION TO AND HAVE NOT QUOTED IF NVENT IS REQUIRED TO MEET THEY WILL BE REVIEWED FOR PRICE IMPACT AND CHANGES WILL BE AT BUYERS EXPENSE.

WE ARE QUOTING OUR STANDARD 16 GAUGE, INTERLOCKING GALV WALL PANELS THAT FASTEN TOGETHER AND ARE ATTACHED TO OUR 3 IN X 3 IN X 1/8 IN ALL-WELDED TUBULAR FRAMEWORK

PLEASE NOTE THE ONLY WIRING WE HAVE QUOTED IS BETWEEN THE ELECTRICAL EQUIPMENT THAT NVENT IS PROVIDING. WE HAVE NOT QUOTED ANY WIRING BETWEEN ANY NVENT DEVICE TO CUSTOMER SUPPLIED EQUIPMENT OR WIRING BETWEEN CUSTOMER SUPPLIED EQUIPMENT. IN ORDER FOR US TO QUOTE WE MUST HAVE A WIRING TABLE OR AN EXACT POINT-TO-POINT DESCRIPTION OF WHAT YOU WOULD LIKE WIRED AND WE MUST KNOW THE CABLE TYPE, SIZE, AND RACEWAY REQUIRED. IF THIS IS NOT PROVIDED WE CANNOT QUOTE NOR WILL WE MAKE ANY ASSUMPTIONS.

NVENT IS NOT PROVIDING ANY CONNECTORS FOR POWER INTERCONNECTS. THE CUSTOMER WILL BE RESPONSIBLE FOR PROVIDING THESE CONNECTORS.

WE ARE QUOTING OUR STANDARD ASTM A-572 GRADE 50 STRUCTURAL STEEL BASE WITH A 1/4" STEEL FLOOR PLATE, STITCHED WELDED AND NOT FULLY SEAM WELDED

WE ARE QUOTING OUR STANDARD #12-24 SELF-TAPPING MACHINE SCREW WITH DYNA-COTE CORROSION RESISTANT FINISH.

OUR STANDARD WARRANTY IS 12 MONTHS FROM DATE OF SHIPMENT AND ONLY INCLUDES ITEMS MANUFACTURED BY NVENT. IF YOU NEED AN EXTENDED WARRANTY PLEASE CONTACT THE FACTORY.

WE ARE QUOTING OUR STANDARD PREP & PAINT FINISH, WHICH HAS BEEN SPECIALLY FORMULATED FOR NVENT ENCLOSURE SYSTEMS. THE PAINT HAS GOOD CORROSIVE RESISTANT PROPERTIES FOR CORROSIVE AREAS. PLEASE CONTACT THE FACTORY IF YOU WOULD LIKE ADDITIONAL INFORMATION

HEAT LOAD INFORMATION OF EQUIPMENT SUPPLIED BY OTHERS WAS NOT MADE AVAILABLE THEREFORE, SIZE OF HVAC(S) IS BASED ON THE SPECIFIED SIZE AND CANNOT BE GUARANTEED TO PROVIDE SUFFICIENT COOLING. IF HEAT LOSS IS MADE AVAILABLE TO US, WE CAN MORE ACCURATELY CALCULATE HVAC SIZE AND IF THE HVAC SIZE INCREASES OR THE PDC MUST GET LARGER THEN WE WILL PROVIDE AN ADDER AND CUSTOMER WILL BEAR ALL ASSOCIATED COSTS.

WE ARE QUOTING 12 GAUGE, SEAM WELDED, GALVANNEAL STEEL ROOF PANELS WITH 16 GAUGE CEILING PANELS. THERE ARE NO FASTENERS IN OUR ROOF. OUR ROOF SLOPE IS .42" PER FOOT.

WE HAVE NOT INCLUDED A SPREADER BAR/LIFTING DEVICE IN OUR QUOTATION. SPREADER BAR IS TO BE PROVIDED BY RIGGING COMPANY.

HVAC UNITS MOUNTED ON THE SIDEWALL WILL BE REMOVED FOR SHIPMENT AND REINSTALLED BY THE CUSTOMER IN THE FIELD. PLEASE NOTE ADDITIONAL FREIGHT CHARGES WILL APPLY.

PRICES IN THIS PROPOSAL HAVE BEEN DETERMINED WITHOUT CONTINGENCY FOR MATERIAL ESCALATION. NVENT CONTINUALLY PARTNERS WITH SUPPLIERS TO KEEP COSTS DOWN; HOWEVER, VOLATILE MARKETS OCCASIONALLY RESULT IN DRASTIC INCREASES TO OUR OPERATING COSTS DUE TO THE STRAINS THEY PLACE ON THE SUPPLY CHAIN. THIS PROPOSAL ASSUMES THAT NVENT WILL HAVE A RIGHT TO EQUITABLY ADJUST THE PROPOSAL PRICING WHEN IT SIGNIFICANTLY IMPACTED BY MATERIAL PRICE ESCALATION. TO PROVIDE A SIMPLE MECHANISM TO DETERMINING THE IMPACT OF ESCALATION TO THE PROPOSAL PRICE, NVENT WILL USE PPI FROM USBL OF STATISTICS: ELECTRICAL EQUIPMENT MANUFACTURING (PCU3353133531), RETRIEVED FROM FEDERAL RESERVE BANK OF ST. LOUIS. [HTTPS://FRED.ST.LOUIS.ORG/SERIES/PCU3353133531](https://fred.st.louis.org/series/PCU3353133531). IN THE EVENT OF AN INDEX INCREASE GREATER THAN 3% OCCURING BETWEEN THE TIME A PROPOSAL IS SUBMITTED TO THE MONTH PRIOR TO SHIPPING, AN ADJUSTMENT MAY BE APPLIED. FOR REASONS BEYOND THE CONTROL OF NVENT, INCLUDING BUT NOT LIMITED TO CHANGES IN LAWS.

ALL CUSTOMER SUPPLIED EQUIPMENT IS WELDED TO THE FLOOR. BOLTED CONNECTIONS WILL REQUIRE AN ADDER.

WE HAVE RECEIVED ONLY A PLAN VIEW DRAWING AND THE CONDUIT RUNS WERE NOT CALLED OUT IN THE SPECIFICATION. WE ARE QUOTING OUR STANDARD NVENT CONDUIT RUNS AND ANY ADDITIONAL RUNS WILL REQUIRE A CHANGE ORDER

WE WERE NOT PROVIDED WITH A AC OR DC PANEL LAYOUT, SEE QUOTE FOR OUR INTREPRETATION, AN ADDER OR DEDUCT MAYBE REQUIRED.

STAIRS AND LANDINGS HAVE BEEN QUOTED AS 3' - 0" ABOVE GRADE. ANY CHANGES TO THIS HEIGHT ABOVE GRADE MAY REQUIRE A CHANGE ORDER.

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nVent Enclosures & Switchgear LLC
Standard Terms and Conditions of Sale

July 2025

Atkinson Industries, LLC Powergrid Solutions, LLC
nVent Enclosure Systems, LLC nVent Low Voltage, LLC
nVent Enclosure Systems, LLC-Chattanooga Critical Power Equipment & Solutions, Inc.
Central Electric Company, LLC nVent E&S Operating, LLC

The terms and conditions set forth below shall constitute the expression of all the terms of this agreement as a complete and exclusive statement of the agreement between COMPANY (hereafter referred to as SELLER, including, as applicable, any of the wholly owned subsidiaries of nVent Enclosures & Switchgear LLC listed above) and the PURCHASER (hereafter referred to as BUYER).

TERMS AND CONDITIONS OF SALE

Unless different or additional terms and conditions are stated or referred to in the SELLER's proposal or final order acknowledgement, in which event such different or additional terms and conditions shall be exclusive as to the particular subject covered, the terms and conditions stated below shall apply. These terms and conditions shall supersede any prior or contemporaneous agreements or correspondence between the parties. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in these terms and conditions. Acceptance or acquiescence in a course of performance rendered under these terms and conditions shall not be relevant to determine the meaning of these terms and conditions even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection. All orders are subject to approval by SELLER. Any additional or different terms or conditions set forth in the BUYER's order or other communications are objected to and shall not be effective or binding unless assented to by an authorized representative of the SELLER. Any waiver or alteration of terms herein shall not be binding unless in writing and signed by an authorized representative of the SELLER.

Each quotation is valid for 30 days.

PRICES

All product prices are F.O.B. SELLER's plant or point of origination of shipment unless otherwise specified and shall be the prices in effect at the time of shipment. All prices for service shall be at SELLER's prevailing rates at the time service is performed. However, prices are subject to change without notice in the event of:

- (1) alterations in specifications, quantities, designs, or delivery schedules; and
- (2) foreign or domestic legislation (including tax legislation) enacted by any level of government which would increase the cost of producing, warehousing or selling the goods purchased hereunder. In addition, prices may be subject to escalation as negotiated at the time of quotation and receipt of order.

All costs for modification or adjustment to the products required to suit unforeseen field conditions or errors or omissions in the information

supplied to SELLER, with or without SELLER's aid, shall be assumed and paid by BUYER. No discount will be allowed unless specifically set forth in accordance with the established price and discount schedules of the SELLER. In the event of a price change, the effective date of the change will be the date shown on the new price or discount sheets. However, where a price change is made in writing, the effective date may be given as part of the announcement.

TAXES

Any excise, sales, use, GST/HST or similar tax or duty of any nature whatsoever arising out of, or assessed against orders, shall be added to the prices quoted and paid by the BUYER unless BUYER provides SELLER with an exemption certificate or other documents acceptable to taxing or customs authorities at the time an order is submitted. In the event SELLER is required to pay any such taxes or duties, the BUYER shall reimburse SELLER thereon.

PAYMENT AND CREDIT TERMS

Subject to establishment of satisfactory credit, terms are strictly net cash thirty (30) days from date of invoice, payable in U.S. funds. Invoices will be issued as shipments are made. If shipments are delayed by the BUYER, payments shall become due on the date when the SELLER is prepared to make shipment. If the work to be performed hereunder is delayed by the BUYER, payments shall be made based on the purchase price and the percentage of completion. Equipment held for the BUYER shall be at the risk and expense of the BUYER. If payments are not made in accordance with these terms and conditions, a service charge will, without prejudice to the right of SELLER to immediate payment, be added in an amount equal to the lower of 1.5% per month or fraction thereof or the highest legal rate on the unpaid balance. Until the purchase price and all other sums due pursuant hereto are paid in full, SELLER retains a security interest in the materials sold (hereafter sometimes referred to as 'Goods') and in all proceeds of said Goods. BUYER shall execute financing statement(s) on request and authorizes SELLER to execute and file same.

If the financial condition of the BUYER at any time does not, in the judgment of the SELLER, justify continuance of the work to be performed by the SELLER hereunder on the terms of payment agreed upon, the SELLER

may require full or partial payment in advance or shall be entitled to cancel any order then outstanding and shall receive reimbursement of its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of the BUYER or in the event any proceeding is brought against the BUYER, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, the SELLER shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its reasonable and proper cancellation charges. In event of cancellation, SELLER shall be entitled to receive reasonable cancellation charges and shall not in such event be liable for breach or nonperformance of contract in whole or in part. The rights of the SELLER under this paragraph are cumulative and in addition to all rights available to the SELLER at law or in equity.

PROVISIONS ON PAYMENT VOUCHERS

Exception is taken to any provisions printed either on the front or back of payment drafts, vouchers and checks. Those provisions will not be considered a part of this Agreement. SELLER's endorsement is not an acceptance of such provisions.

ORDERS

Orders are subject to a minimum billing per order and acceptance at the home office of the SELLER. All orders and shipments shall, at all times, be subject to the approval of the SELLER's Credit Department. For products manufactured specifically for BUYER and in accordance with BUYER's instructions, SELLER shall cause plans and/or drawings to be prepared and submitted to BUYER for approval. The approved plans and/or drawings shall be a part of the agreement between BUYER and SELLER and the products will be manufactured by SELLER in accordance therewith. Any information, suggestions or ideas transmitted by BUYER to the SELLER in connection with performance hereunder are not to be regarded as secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized representative of the SELLER.

PACKAGING

All materials are carefully packed/packaged for Domestic shipment and prices stated are based on SELLER's standard packaging. SELLER reserves the right of packaging material in any manner acceptable to commercial carrier. Special customer packaging will be furnished only when specified in writing, and the cost thereof shall be borne by the BUYER. SELLER will not be responsible for loss, delay or damage made by carriers. However, SELLER will render BUYER all possible assistance in securing satisfactory adjustments of such claims.

DELIVERY

Unless otherwise specified, all products are shipped F.O.B. point of shipment, whereupon delivery to a carrier shall constitute delivery to BUYER per INCOTERMS. Any claim by BUYER for shortage or damage occurring subsequent to such delivery or for nonconformance of Goods must be made within forty-eight (48) hours after receipt of the Goods from carrier in the condition claimed, or such Goods shall be deemed finally inspected, checked and accepted by BUYER.

Should the BUYER request that SELLER delay shipment, once manufacturing and testing are completed, SELLER will store such equipment, subject to the following conditions:

a) Upon completion, the BUYER will allow SELLER to issue an invoice for the equipment and process said invoice, within the payment terms of the purchase order, as if the equipment had actually shipped.

b) BUYER agrees to assume title and ownership of the equipment on the date the invoice is issued.

c) BUYER agrees to pay SELLER applicable handling and storage fees until time of shipment. If shipment is delayed for more than three months, an additional fee will be assessed for inspection and cleaning of the equipment prior to shipment. BUYER agrees to accept and sign a Bill & Hold Agreement in a form acceptable to SELLER (which shall, in any event, include provisions a) through c) above)

STORAGE CHARGES

Goods held in the factory or placed in storage beyond the completion/delivery date for the convenience of BUYER will be invoiced monthly. Terms of payment will apply from invoice date. Title and risk of loss shall pass to the BUYER upon invoicing or moving of such Goods to storage. Said Goods will be subject to charges for warehousing, any direct costs of storage, and any other expenses incidental to such delay. BUYER agrees to pay SELLER any direct costs of storage charges plus an additional 10% thereof. Such direct costs may include delivery charges to a storage facility if necessitated.

FORCE MAJEURE

The SELLER shall not be liable in any way for default or delay in delivery or in performance or failure to manufacture or deliver, due to contingencies beyond its control or the control of its suppliers or sub-contractors. This includes but is not limited to acts of God, acts or omissions of the BUYER, acts of civil or military authority, acts of war, priorities, bombings, accidents, fires, strikes or other labor disturbances, floods, droughts, epidemics, riot, inability on account of causes beyond SELLER's reasonable control to obtain necessary labor, materials, components or manufacturing facilities, or any other contingency affecting the SELLER, its suppliers, or sub-contractors. In the event of any such delay, the SELLER shall have the right to cancel a contract of sale or to extend the date of delivery or performance by a minimum period at least equal to the time lost by reason of the delay.

SHIPPING AND ROUTING

SELLER will notify BUYER when the products or any part thereof are ready for shipment. If the contemplated shipment cannot be made for any cause referred to under "Force Majeure" hereof, including the lack of shipping instructions for the BUYER or BUYER appointed independent freight forwarder, SELLER may, unless other agreement is made with the BUYER, store such products or parts in which event the following conditions shall apply:

a) BUYER shall advise SELLER of shipping instructions within ten days from the date of SELLER notification that the products are ready for shipment.

b) If SELLER does not receive shipping instructions within such ten day period, then all expenses incurred by SELLER in connection with the storage of products including demurrage, the cost of preparation for storage, storage charges, taxes, insurance, if placed, and handling charges shall be payable by the BUYER upon submission of invoices and warehouse receipts therefore.

SELLER shall select the point of origin of shipment, the method of transportation, the type of carrier equipment and the routing of the shipment. If the BUYER specifies a special method of transportation, type of carrier equipment, routing or delivery requirement, BUYER shall pay all special freight and handling charges. When freight is included in the price, no allowance will be made in lieu of transportation if the Buyer accepts shipment at factory, warehouse or freight station or otherwise supplies its own transportation.

Except in the event of shipments specifically designated by SELLER as F.O.B. destination shipments, SELLER will not participate in any settlement of claims for concealed or other shipment damage. When shipment has been made on an F.O.B. destination basis, the BUYER must unpack immediately and, if damage is discovered, must:

1. Not move the product from the point of examination.
2. Retain shipping container and packing material.
3. Notify the carrier of any apparent damage in writing on carrier's delivery receipt and request the carrier to make an inspection.
4. Notify SELLER representative within 72 hours of delivery.
5. Send SELLER a copy of the carrier's inspection report.

For the avoidance of doubt, risk of loss or damage to the products shall pass to BUYER at the F.O.B. point.

CANCELLATIONS AND CHANGES

Orders are not subject to cancellation, additions, changes in specifications, shipping schedules, or any other conditions except with SELLER's written consent and subject to conditions then agreed upon. The BUYER may cancel his order only upon written notice and upon payment to the SELLER of reasonable and proper cancellation charges, which may take into account, without limitation (costs of materials incurred through the date of cancellation, charges for labor for work done through the date of cancellation, overhead and the SELLER's margin on such materials and labor). Without limiting the generality of the foregoing, in the case of cancellations, BUYER shall indemnify SELLER against any liability and expense incurred and commitments made by SELLER in the course of processing and performing such order and shall provide for compensation for the contract value of products or parts completed and ready for shipment, plus an additional payment equal to 10% of the amount of the payment for which SELLER otherwise would have invoiced BUYER with respect to such order. Any orders delayed or rescheduled at the request of the BUYER will be subject to the prices and conditions of sale in effect at the time of the release of the hold or reschedule.

ERRORS

All clerical errors are subject to correction.

PATENTED PROCESSES

The purchase of the Goods does not entitle BUYER to employ the same with any patented process owned by SELLER or others.

PATENT INFRINGEMENT

(A) SELLER shall, at its expense, defend any lawsuit brought against BUYER based on a claim that any product furnished by SELLER pursuant to this agreement constitutes an infringement of any United States or Canadian patent, and SELLER shall pay all judgments and costs recovered against BUYER in any such suit and shall reimburse BUYER for costs or expenses incurred by BUYER in the defense of any such suit, provided that BUYER gives SELLER prompt notice of such suit, reasonable assistance in the defense thereof, and full opportunity to control all aspects of the defense thereof, including settlement. In the event such product is held to constitute infringement, and the use of the product is enjoined, SELLER shall, at its option, procure for the BUYER the right to continue using the product, replace it with non-infringing product, modify it so it becomes non-infringing, or remove the product and refund the portion of the contract price applicable thereto, including the transportation and installation thereof.

(B) SELLER's liability for patent infringement shall not apply to:

1. Patented processes performed by the product, or another product produced thereby;
2. Products supplied according to a design other than that of SELLER and which is required by the BUYER; or
3. Modifications of the product or combinations of the product with another product not furnished by SELLER.

(C) THE FOREGOING PARAGRAPHS STATE THE ENTIRE LIABILITY OF SELLER FOR PATENT INFRINGEMENT BY ANY PRODUCT FURNISHED PURSUANT TO THIS AGREEMENT AND ARE CONTINGENT UPON BUYER NOT TAKING ANY POSITION ADVERSE TO SELLER IN CONNECTION WITH SUCH CLAIM.

(D) If a suit is brought against SELLER on account of: any patented processes performed by the product or with respect to another product produced thereby, products supplied according to a design other than that of SELLER and which is required by the BUYER; or modifications of the product or combinations of the product with another product not furnished by SELLER, BUYER shall indemnify SELLER in the same manner and to the same extent that SELLER would indemnify BUYER pursuant to the foregoing paragraphs.

DESIGNS

All designs and specifications shown in SELLER's catalogs/brochures are subject to change without notice.

ASSIGNMENT OF CONTRACT

Any assignment of this contract or any rights hereunder without written consent of the SELLER shall be void. The provisions of this contract are for the benefit of the parties thereto and not for any other individual or company.

LIMITATION OF LIABILITY

SELLER and its contractors and suppliers of any tier shall not be liable in contract, in tort (including negligence or strict liability) or otherwise for damage or loss of other property or equipment, loss of profits or revenue, loss of use of equipment or power system, cost of capital, cost of purchased or replacement power or temporary equipment (including additional expenses incurred in using existing facilities), claims of customers of the BUYER, or for any special, indirect, incidental, or consequential damages whatsoever, regardless of whether such potential damages are foreseeable or if SELLER has been advised of the possibility of such damages. Consequential damages for purposes hereof shall include without limitation, loss of income or profit, or losses sustained as the result of injury (including death) to any person, or loss of or damage to property. BUYER shall indemnify SELLER against all liability, cost, or expense which may be sustained by SELLER on account of any such loss, damage or injury. Other than in the case of orders placed to or shipped from the SELLER's Canadian locations, any additional or different terms specifically relating to or addressing the subject matter of this paragraph shall be deemed material alterations within the meaning of Section 2.207(b)(2) of the Texas Business and Commerce Code.

The remedies of the BUYER set forth herein are exclusive and the total cumulative liability of the SELLER with respect to these terms and conditions, or any agreement between BUYER and SELLER governed hereby, or anything done in connection therewith such as the performance or breach thereof, or from the manufacture, sale, delivery, resale, or use of any product covered by or furnished under these terms and conditions, or any agreement between BUYER and SELLER governed hereby, whether in contract, in tort (including negligence or strict liability) or otherwise, shall not exceed the price of the product or part on which such liability is based. No action, regardless of form, arising out of the transaction under these terms and conditions, or any agreement between BUYER and SELLER governed hereby, may be brought by Purchaser more than one (1) year after the cause of action has accrued.

If the SELLER furnishes BUYER with advice or other assistance that concerns any products supplied hereunder or any system or equipment in which any such product may be installed, and which is not required

pursuant to these terms and conditions, the furnishing of such advice or assistance will not subject the SELLER to any liability, whether in contract, warranty, tort (including negligence) or otherwise.

WARRANTY

SELLER warrants that the Goods manufactured by it and/or services provided by it will be free from defect in workmanship, material and manufacture; provided, however, that this warranty shall terminate on the date one (1) year from the date of shipment. In the event any service supplied, or product sold hereunder manufactured by the SELLER is defective due to workmanship or material, the SELLER agrees for a period of one (1) year from the date of shipment, at its option, to correct such non-conformity or replace such defective part or product. The agreement, however, is upon condition that the BUYER promptly notifies the SELLER in writing of any claim in this respect, setting forth in detail any such claimed defect and that the SELLER be afforded a reasonable opportunity to examine the product and to investigate the claimed defect.

This warranty does not obligate the SELLER to bear any transportation charges in connection with the replacement or repair of defective products. Notwithstanding the foregoing, the SELLER shall be, in no event, liable for damages, whether based in contract or negligence, beyond the lower of the cost of correcting the non-conformity as herein provided or the price paid by the BUYER for such defective product and shall not be liable for any incidental or consequential damage whatsoever.

SELLER's warranty does not apply to any product which has been subjected to misuse, mishandling, misapplication, abuse neglect (including but not limited to improper maintenance), accident, improper installation or storage, modification (including but not limited to use of unauthorized parts or attachments), or adjustment or repair performed by anyone other than SELLER or one of SELLER's authorized agents. This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power or any other expenses, which may be incurred in connection with repair or replacement.

Goods which may be sold by SELLER, but which are not manufactured by SELLER are not warranted by SELLER, but are sold only with the warranties, if any, of the manufacturers thereof. SELLER does not warrant any products or services of others that BUYER has designated. The liability of the SELLER shall not exceed any adjustments with respect to which such manufacturer accepts responsibility. No affirmation, modification, or addition to this agreement with respect to warranty of the SELLER, either before or after contract of sale, shall be made except in writing by an authorized representative of the SELLER.

In no event shall Seller be responsible for gaining access to the product(s), disassembly, or reassembly.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE NOT EXPRESSLY SET FORTH HEREIN. BY ACCEPTANCE HEREOF, THE BUYER AGREES THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES BY THE SELLER OR BY ANY MANUFACTURER AS TO THE FITNESS FOR A PARTICULAR USE, MERCHANTABILITY, CAPACITY, OR EFFICIENCY OF ANY PRODUCT SOLD OTHER THAN EXPRESSLY SET FORTH HEREIN, AND THAT THERE ARE NO ORAL OR IMPLIED ADDITIONAL WARRANTIES MADE IN CONNECTION WITH ANY SALE BASED HEREON.

CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR FAILURE OF SELLER TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE BUYER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.

For the avoidance of doubt, the warranties and remedies set forth herein are conditioned upon (a) proper storage, installation, use and maintenance, and conformance with any applicable recommendations of SELLER and (b) BUYER promptly notifying SELLER of any defects and, if required, promptly making the product available for correction.

GOVERNING LAW

The rights and remedies of the parties hereunder shall be governed by the law of the State of Texas. SELLER certifies that its goods will be produced in compliance with all applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the U. S. Department of Labor issued pursuant thereto.

Despite the foregoing, in the case of orders placed to or shipped from the SELLER's Canadian locations, the rights and remedies of the parties hereunder shall be governed by the law of Ontario, Canada. SELLER certifies that its goods will be produced in compliance with all applicable requirements.

NUCLEAR FACILITIES AND ACTIVITIES

Unless otherwise agreed in writing by a duly authorized representative of SELLER, products sold hereunder are not intended for use in connection with any nuclear facility or activity. If so used, the provisions of the immediately following paragraph will apply.

NUCLEAR INSURANCE - INDEMNITY

If any products sold hereunder are used in connection with any nuclear facility or activity, SELLER and its suppliers shall have no liability to BUYER or its insurers for any nuclear damage or contamination, and BUYER shall indemnify SELLER against any such liability, whether as a result of breach of contract, indemnity, warranty, tort (including SELLER's negligence), strict liability or otherwise. The provisions in the paragraph titled "WARRANTY" above, and any other provision herein that may require SELLER to indemnify BUYER, if any, shall not apply to any damages or bodily injury, or both, arising out of a "nuclear incident", as that term is defined in the Atomic Energy Act of 1954, as amended (the "Act"). In addition, BUYER shall furnish financial protection as required by Section 170 of the Act, including an agreement of indemnification and/or nuclear liability insurance from ANI and MAELU, or both, pursuant to

Section 170 of the Act, as applicable. BUYER shall not remove any items of equipment from the plant site or otherwise transfer any interest therein without first providing SELLER with written assurance of limitation of and protection against liability (both nuclear and non-nuclear) following the proposed removal or transfer in a form reasonably acceptable to SELLER. Removal or transfer contrary to this provision shall, in addition to any other legal or equitable rights of SELLER, make BUYER the indemnitor of SELLER and its suppliers to the same extent that they would have been protected had no such removal or transfer taken place. Any of SELLER's material or equipment which becomes radioactive at the work site, shall, at SELLER's option, be purchased by BUYER. Any nuclear decontamination necessary for SELLER's performance (including warranty) shall be performed by BUYER without cost to SELLER. This paragraph and the foregoing one apply in their entirety to orders originating from SELLER's Canadian operations which would otherwise be governed by Ontario Law.

CLAIMS

Any claim by BUYER with reference to the Goods sold hereunder shall be deemed waived by the BUYER unless submitted in writing to SELLER within ten (10) days from the date BUYER discovered, or by reasonable inspection should have discovered, any claimed breach of the foregoing warranty. Any cause of action for breach of the foregoing warranty shall be brought within one (1) year from the date the alleged breach was discovered or should have been discovered, whichever occurs first. At SELLER's request, BUYER will send, at BUYER's sole expense, any allegedly defective parts to the plant of SELLER which manufactured them or such other place as SELLER may request. Parts, products which are repaired, or replacement parts or products, shall be delivered to BUYER F.O.B. SELLER's plant or such other place as SELLER may designate.

FAILURE TO ENFORCE

Forbearance or failure of the SELLER to enforce any of these conditions, or to exercise any right accruing from any default of the BUYER, shall not constitute a waiver of SELLER's rights hereunder or, for the avoidance of doubt, affect or impair the SELLER's rights should default continue, or in case of subsequent default of BUYER. Such forbearance or failure shall not be deemed a waiver of the SELLER's rights in case of other or future defaults of the BUYER.

COMPLIANCE WITH OSHA

SELLER offers no warranty and makes no representation that its products comply with the provisions or standards of the Occupational Safety and Health Act of 1970, or any regulation issued thereunder. In no event shall SELLER be liable for any loss, damage, fines, penalty or expenses arising under said Act.

ARBITRATION

Any disputes or differences concerning the performance, breach or interpretation of any of the provisions of these terms and conditions, or any agreement between BUYER and SELLER governed hereby, other than for SELLER's Canadian locations, shall be resolved only by binding arbitration to be conducted in accordance with the commercial arbitration rules of the State of Texas and the proceeding will be held in Fort Worth, Tarrant County, Texas. For orders placed to or shipped from the SELLER's Canadian locations, any such disputes or differences shall be resolved only by binding arbitration rules of the Province of Ontario and the proceeding will be held in Toronto, Ontario. Any judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

GENERAL

The provisions of these terms and conditions are for the benefit of the parties thereto and not for any other person. No understanding, promise or representation, and no waiver, alteration or modification of any of the provisions hereof, shall be binding upon the SELLER unless assented to in writing by an authorized representative of the SELLER.

The invalidity, in whole or part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraph contained herein.

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: \$496,839.00

SUGGESTED TITLE: Contract/ nVent / Substation Control Enclosure/ \$496,890.00/ For the Office of Public Utilities

CONTRACTOR / VENDOR NAME: nVent VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes No

CONTRACT AMOUNT: \$496,890.00
 (Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

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

Previous Ord #'s _____

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	102	100	CBEA	3532	2310	\$496,839.00
2						
3						
4						

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

STAFF ANALYSIS

This Ordinance awarding Contract UE27-03-07 to nVent for the purchase of a Substation Control Enclosure in the amount of \$496,839.00 for the J1610/ Alpha 138kV Interconnection Substation and authorizing a supplemental appropriation from the MISO J1610 fund in the same amount for the Office of Public Utilities, Transmission and Distribution Division,

Purchase of a Substation Control Enclosure/ building for the J1610/ Alpha 138 kV Interconnect Substation. Station is being constructed to accommodate interconnection of the South Sangamon/ Bridgeland Solar Project per an executed MISO Generator Interconnection Agreement. Purchase is fully funded by interconnection customer contributions and will be procured using Supplemental Appropriation from the MISO J1610 fund for this purpose. nVent was the low bidder meetings specifications.

FUNDS CHECK BY: Kerfoot, Benjamin R. Digitally signed by Kerfoot, Benjamin R. Date: 2026.05.01 09:10:54 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Scott M. Rogers Digitally signed by Scott M. Rogers Date: 2026.05.01 08:24:55 -05'00'

Date: _____

CITY PURCHASING AGENT: _____

Date: 5/15/2026

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

 (Director of OBM)

The information supplied on this form is not confidential information.

2026-255

AN ORDINANCE AUTHORIZING THE RENEWAL OF CISCO SMARTNET SUPPORT MAINTENANCE FOR THE CORE INFRASTRUCTURE EQUIPMENT FROM PRESIDIO NETWORKED SOLUTIONS LLC FROM A STATE CONTRACT IN AN AMOUNT NOT TO EXCEED \$147,377.84, 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 Ordinance authorizes and approves the purchase of core components for the Dallman and Groth Street Power Plants from Presidio Networked Solutions LLC (“Presidio”), and

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

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

Section 1: The Council of the City of Springfield, Illinois, hereby approves the purchase of core components for the Dallman and Groth Street Power Plants from Presidio Networked Solutions LLC (“Presidio”) in an amount not to exceed One Hundred Forty-Seven Thousand Three Hundred Seventy-Seven Dollars and Eighty-Four Cents (\$147,377.84).

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

Section 3: The payment to Presidio for the total maximum amount of One Hundred Forty-Seven Thousand Three Hundred Seventy-Seven Dollars and Eighty-Four Cents (\$147,377.84) from Account Nos. 101-200-JB-6246-1604 and 102-200-JB-7246-1604 is hereby authorized, approved, and directed.

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


PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk, Charles Redpath

Approved as to legal sufficiency:


Office of Corporation Counsel/ Date
Requested by Mayor Misty Buscher

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: Presidio Networked Solutions LLC
CONTRACT AMOUNT: \$147,337.84
TYPE OF AWARD: Joint Purchase- State

PRIOR ORDINANCE INFORMATION:

Most recent: Ord. 397-10-25, Presidio Networked Solutions, \$59,250.80; 1 year

INFORMATION:

This is a standard ordinance for the purchase of core components for the upgrade of the Dallman and Miller core infrastructure using State Contract 24-448-DOIT-ADMIN- P-53992.

This Ordinance authorizes the purchase of Cisco maintenance in an amount not to exceed \$147,337.84, with Presidio Networked Solutions LLC (“Presidio”). The State of Illinois solicited bids and allows municipalities to share in the bulk cost savings by ordering off such contracts. This Ordinance authorizes the renewal of maintenance and support of the City’s business network infrastructure. It provides hardware, maintenance for the servers in the data centers, including Smartnet support for the Dallman and Miller Street chassis, datacenter switches, firewall devices, and wireless bridge components.


Presidio is not a local vendor.



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

MEMORANDUM

TO: Emily Rosenberger

FROM: Anthony Quinones - Assistant Purchasing Agent 

DATE: May 6, 2026

SUBJECT: Joint Contract Determination

I have reviewed the Ordinance Fact Sheet concerning Presidio Networked Services for Dallman and Miller Core Infrastructure Upgrade/refresh and one (1) year support in an amount not to exceed \$147,377.84 for CWLP – Office of Public Utilities.

Illinois State Joint Purchase Contract # 24-448DOIT-ADMIN-P-53992.

Pursuant to Article 38.50 (1) 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.



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

Header Information

Purchase Order Number:	24-448DOIT-ADMIN-P-53992	Release Number:	0	Short Description:	JPMC DoIT VoIP & Cisco Equip & Serv RFP
Status:	3PS - Sent	Purchaser:	Lori Andrews	Receipt Method:	Quantity
Fiscal Year:	2024	PO Type:	Blanket	Minor Status:	
Organization:	DoIT - Department of Innovation and Technology				
Department:	APP448 - Applications	Location:	AE001 - Applications	Type Code:	Competitive Sealed Proposal
Alternate ID:	9100001848	Entered Date:	07/24/2023 10:13:03 AM		
Days ARO:	1	Retainage %:	0.00%	Discount %:	0.00%
Release Type:	Direct Release				
Contact Instructions:	Contact Lori A. Andrews, CPPB at lori.andrews@illinois.gov	Actual Cost:	\$0.00		
Print Format:					
Is this a Small Business Set Aside Procurement?:	No				
Actual Contract Begin Date:	07/21/2023				
Actual Contract End Date:	07/20/2033				
Date Contract Executed:	07/21/2023				
Master Contract?:	Yes				
Original/ Old Contract/PO Number:					
Incoterm Key:					

**Incoterm Location
(City):**

Release Begin Date:

Release End Date:

**Is there a BEP/VBP
Participation Goal? :** Yes

**Is this Contract
available to Local
Units of
Government?:** Yes

Agency Attachments: [Attachment A To CMT4021089 - Pricing Document Revised 2.18.2025.xlsx](#)
[CMT4021089 JPMC VOIP Cisco Contract EXECUTED Redacted-1.pdf](#)

Vendor Attachments:

Primary Vendor Information & PO Terms

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

PO

Acknowledgements:	Document	Notifications	Acknowledged Date/Time
	Change Order 2	Emailed to drisk@presidio.com at 07/25/2023 02:08:51 PM	
	Change Order 3	Emailed to drisk@presidio.com at 08/29/2023 04:40:23 PM	
	Change Order 4	Emailed to drisk@presidio.com at 09/01/2023 11:28:49 AM	
	Change Order 5	Emailed to drisk@presidio.com at 09/27/2023 12:57:14 PM	
	Change Order 6	Emailed to drisk@presidio.com at 10/04/2023 02:05:13 PM	
	Change Order 7	Emailed to drisk@presidio.com at 10/26/2023 10:11:08 AM	02/27/2024 11:32:45 AM
	Change Order 8	Emailed to drisk@presidio.com at 03/01/2024 11:16:26 AM	
	Change Order 9	Emailed to drisk@presidio.com at 03/14/2024 08:56:04 AM	
	Change Order 10	Emailed to drisk@presidio.com at 03/15/2024 03:04:14 PM	
	Change Order 11	Emailed to drisk@presidio.com at 04/09/2024 02:54:32 PM	

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Document	Notifications	Acknowledged Date/Time
Change Order 13	Emailed to drisk@presidio.com at 09/13/2024 11:35:37 AM	
Change Order 15	Emailed to drisk@presidio.com at 11/01/2024 08:10:33 AM	
Change Order 14	Emailed to drisk@presidio.com at 10/21/2024 01:49:42 PM	
Change Order 16	Emailed to drisk@presidio.com at 12/12/2024 04:31:21 PM	
Change Order 17	Emailed to drisk@presidio.com at 01/14/2025 03:18:05 PM	
Change Order 18	Emailed to drisk@presidio.com at 03/04/2025 10:50:56 AM	
Change Order 19	Emailed to drisk@presidio.com at 06/02/2025 02:59:22 PM	
Change Order 20	Emailed to drisk@presidio.com at 08/04/2025 09:51:03 AM	
Change Order 12	Emailed to drisk@presidio.com at 07/01/2024 11:11:26 AM	
Change Order 21	Emailed to drisk@presidio.com at 08/28/2025 10:37:00 AM	
Change Order 22	Emailed to drisk@presidio.com at 11/05/2025 11:44:50 AM	

Master Blanket Vendor Distributor List

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

Master Blanket Controls

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

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$78,833,841.50	\$0.00
448DOIT - DoIT - Department of Innovation and Technology	APP448 - Applications	\$0.00	\$12,009,810.30	\$0.00

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
448DOIT - DoIT - Department of Innovation and Technology	TELECOM448 - Telecommunications	\$0.00	\$148,504,867.59	\$0.00

Item Information

Change Order In Process

1-5 of 347
 1 2 3 4 5 6 7 8 9 10 ▶ ❏

Print Sequence # 1.0, Item # 1: VOIP Professional Services - Installation Coordinator 3PS - Sent

NIGP Code: 918-95
 Telecommunications Consulting

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Total Cost
Quantity	0.0	\$100.00	HR - Hour	0.00	\$0.00	\$0.00
Manufacturer:		Brand:		Model:		
Make:		Packaging:				
Additional NIGP Code:						

Print Sequence # 2.0, Item # 2: VOIP Professional Services - Maintenance Support 3PS - Sent

NIGP Code: 918-95

Telecommunications Consulting

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Total Cost
Quantity	0.0	\$130.00	HR - Hour	0.00	\$0.00	\$0.00

Manufacturer:

Brand:

Model:

Make:

Packaging:

Additional NIGP
Code:

Print Sequence # 3.0, Item # 3: VOIP Professional Services - Cisco Unified Contact Center Enterprise (UCCE)
Support Hourly Rate

3PS -
Sent

NIGP Code: 918-95

Telecommunications Consulting

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Total Cost
Quantity	0.0	\$165.00	HR - Hour	0.00	\$0.00	\$0.00

Manufacturer:

Brand:

Model:

Make:

Packaging:

Additional NIGP
Code:

Print Sequence # 4.0, Item # 4: VOIP Professional Services - Technical Analyst

3PS - Sent

NIGP Code: 918-95

Telecommunications Consulting

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Total Cost
Quantity	0.0	\$225.00	HR - Hour	0.00	\$0.00	\$0.00

Manufacturer:

Brand:

Model:

Make:

Packaging:

Additional NIGP
Code:

Print Sequence # 5.0, Item # 5: VOIP Professional Services - VoIP/Video Network and VoIP/Video Services Design Engineer

3PS - Sent

NIGP Code: 918-95
Telecommunications Consulting

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Total Cost
Quantity	0.0	\$185.00	HR - Hour	0.00	\$0.00	\$0.00

Manufacturer: Brand: Model:
Make: Packaging:
Additional NIGP Code:

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1 2 3 4 5 6 7 8 9 10 ▶ ❏

Exit

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PRESIDIO

QUOTE: 2003526118618-05

DATE: 04/27/2026
PAGE: 1 of 4

TO: City Water Light and Power
Jay Underfanger
1008 East Miller Street
Springfield, IL 62702

jay.underfanger@cwlp.com
(p) (217) 789-2043
(f) (217) 789-2210

FROM: Presidio Networked Solutions LLC
Doug Risk
225 West Washington
Suite 1450
Chicago, IL 60606

drisk@presidio.com
(p) +1.309.306.7831

Customer#: CITYW008
Account Manager: Doug Risk
Inside Sales Rep: Amy Peterson
Title: CWLP Dallman/Miller Core Refresh

Contract Vehicle: Illinois DoIT Contract CMT4021089

#	Part #	Description	List Price	Unit Price	Qty	Discount	Ext List Price	Ext Price
Dallman								
C9300-48T-E								
1	C9300-48T-E	Catalyst 9300 48-port data only, Network Essentials	\$13,057.89	\$5,876.05	2	55.00%	\$26,115.78	\$11,752.10
2	CON-L1NBD-C930048E	CX LEVEL 1 8X5XNBD Catalyst 9300 48-port data only, Network	\$870.10	\$652.58	2 for 12 mo(s)	25.00%	\$1,740.20	\$1,305.16
3	C9300-DNA-E-48	C9300 DNA Essentials, 48-Port Term Licenses	\$0.00	\$0.00	2	0.00%	\$0.00	\$0.00
4	CON-L1SWT-C93E48	CX LEVEL 1 SW SUB C9300 DNA Essentials	\$66.00	\$49.50	2 for 12 mo(s)	25.00%	\$132.00	\$99.00
5	C9300-DNA-E-48-3Y	C9300 DNA Essentials, 48-port - 3 Year Term License	\$1,324.83	\$596.17	2	55.00%	\$2,649.66	\$1,192.34
6	C9300-NW-E-48	C9300 Network Essentials, 48-port license	\$0.00	\$0.00	2	0.00%	\$0.00	\$0.00
7	SC9300UK9-1715	CAT9300/9400/9500/9600 UNIVERSAL	\$0.00	\$0.00	2	0.00%	\$0.00	\$0.00
8	PWR-C1-350WAC-P	350W AC 80+ platinum Config 1 Power Supply	\$0.00	\$0.00	2	0.00%	\$0.00	\$0.00
9	PWR-C1-350WAC-P/2	350W AC 80+ platinum Config 1 Secondary Power Supply	\$795.02	\$357.76	2	55.00%	\$1,590.04	\$715.52
10	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	4	0.00%	\$0.00	\$0.00
11	C9300-SSD-NONE	No SSD Card Selected	\$0.00	\$0.00	2	0.00%	\$0.00	\$0.00
12	STACK-T1-50CM	50CM Type 1 Stacking Cable	\$122.31	\$55.04	2	55.00%	\$244.62	\$110.08
13	CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	\$116.20	\$52.29	2	55.00%	\$232.40	\$104.58
14	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	\$0.00	\$0.00	2	0.00%	\$0.00	\$0.00
15	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	\$0.00	2	0.00%	\$0.00	\$0.00
16	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	\$0.00	2	0.00%	\$0.00	\$0.00
17	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	\$3,118.92	\$1,403.51	2	55.00%	\$6,237.84	\$2,807.02
18	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00	2	0.00%	\$0.00	\$0.00
							Total:	\$18,085.80
C9500-48Y4C-A								

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PRESIDIO

QUOTE: 2003526118618-05

DATE: 04/27/2026

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19	C9500-48Y4C-A	Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G, Advantage	\$37,824.02	\$17,020.81	2	55.00%	\$75,648.04	\$34,041.62
20	CON-L14HR-C9504YA4	CX LEVEL 1 24X7X4Catalyst 9500 48port x 11025G 4por	\$4,021.00	\$3,015.75	2 for 12 mo(s)	25.00%	\$8,042.00	\$6,031.50
21	C9500-DNA-48Y4C-A	C9500 DNA Advantage, Term License	\$0.00	\$0.00	2	0.00%	\$0.00	\$0.00
22	CON-L1SWT-C9548Y4A	CX LEVEL 1 SW SUB CX LEVEL 1 SW SUB C9	\$712.00	\$534.00	2 for 12 mo(s)	25.00%	\$1,424.00	\$1,068.00
23	C9500-DNA-A-3Y	Cisco Catalyst 9500 DNA Advantage 3 Year License	\$14,312.91	\$6,440.81	2	55.00%	\$28,625.82	\$12,881.62
24	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	\$0.00	\$0.00	4	0.00%	\$0.00	\$0.00
25	C9K-PWR-650WAC-R	650W AC Config 4 Power Supply front to back cooling	\$0.00	\$0.00	2	0.00%	\$0.00	\$0.00
26	C9K-PWR-650WACLR/2	650W AC Power Supply	\$2,566.75	\$1,155.04	2	55.00%	\$5,133.50	\$2,310.08
27	C9K-F1-SSD-BLANK	Cisco pluggable SSD storage	\$0.00	\$0.00	2	0.00%	\$0.00	\$0.00
28	C9K-T1-FANTRAY	Catalyst 9500 Type 4 front to back cooling Fan	\$0.00	\$0.00	4	0.00%	\$0.00	\$0.00
29	C9500-NW-A	C9500 Network Stack, Advantage	\$0.00	\$0.00	2	0.00%	\$0.00	\$0.00
30	S9500UK9-1715	CAT9300/9400/9500/9600 UNIVERSAL	\$0.00	\$0.00	2	0.00%	\$0.00	\$0.00
31	C9500-SSD-NONE	No SSD Card Selected	\$0.00	\$0.00	2	0.00%	\$0.00	\$0.00
32	C9500-RFID	RFID Selected	\$0.00	\$0.00	2	0.00%	\$0.00	\$0.00
33	QSFP-100G-CU1M	100GBASE-CR4 Passive Copper Cable, 1m	\$397.52	\$178.88	2	55.00%	\$795.04	\$357.76
34	SFP-H10GB-CU1M	10GBASE-CU SFP+ Cable 1 Meter	\$132.04	\$59.42	2	55.00%	\$264.08	\$118.84
35	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00	2	0.00%	\$0.00	\$0.00
							Total:	\$56,809.42
							Total (Callman):	\$74,895.22
Möller								
C9300-48T-E								
36	C9300-48T-E	Catalyst 9300 48-port data only, Network Essentials	\$13,057.89	\$5,876.05	2	55.00%	\$26,115.78	\$11,752.10
37	CON-L1NBD-C930048E	CX LEVEL 1 8X5XNBD Catalyst 9300 48-port data only, Network	\$870.10	\$652.58	2 for 12 mo(s)	25.00%	\$1,740.20	\$1,305.16
38	C9300-DNA-E-48	C9300 DNA Essentials, 48-Port Term Licenses	\$0.00	\$0.00	2	0.00%	\$0.00	\$0.00
39	CON-L1SWT-C93E48	CX LEVEL 1 SW SUB C9300 DNA Essentials	\$66.00	\$49.50	2 for 12 mo(s)	25.00%	\$132.00	\$99.00
40	C9300-DNA-E-48-3Y	C9300 DNA Essentials, 48-port - 3 Year Term License	\$1,324.83	\$596.17	2	55.00%	\$2,649.66	\$1,192.34
41	C9300-NW-E-48	C9300 Network Essentials, 48-port license	\$0.00	\$0.00	2	0.00%	\$0.00	\$0.00
42	SC9300UK9-1715	CAT9300/9400/9500/9600 UNIVERSAL	\$0.00	\$0.00	2	0.00%	\$0.00	\$0.00
43	PWR-C1-350WAC-P	350W AC 80+ platinum Config 1 Power Supply	\$0.00	\$0.00	2	0.00%	\$0.00	\$0.00
44	PWR-C1-350WAC-P/2	350W AC 80+ platinum Config 1 Secondary Power Supply	\$795.02	\$357.76	2	55.00%	\$1,590.04	\$715.52

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PRESIDIO

QUOTE: 2003526118618-05

DATE: 04/27/2026

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45	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	4	0.00%	\$0.00	\$0.00
46	C9300-SSD-NONE	No SSD Card Selected	\$0.00	\$0.00	2	0.00%	\$0.00	\$0.00
47	STACK-T1-50CM	50CM Type 1 Stacking Cable	\$122.31	\$55.04	2	55.00%	\$244.62	\$110.08
48	CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	\$116.20	\$52.29	2	55.00%	\$232.40	\$104.58
49	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	\$0.00	\$0.00	2	0.00%	\$0.00	\$0.00
50	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	\$0.00	2	0.00%	\$0.00	\$0.00
51	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	\$0.00	2	0.00%	\$0.00	\$0.00
52	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	\$3,118.92	\$1,403.51	2	55.00%	\$6,237.84	\$2,807.02
53	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00	2	0.00%	\$0.00	\$0.00
							Total:	\$18,085.80
C9500-48Y4C-A								
54	C9500-48Y4C-A	Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G, Advantage	\$37,824.02	\$17,020.81	2	55.00%	\$75,648.04	\$34,041.62
55	CON-L14HR-C9504YA4	CX LEVEL 1 24X7X4Catalyst 9500 48port x 11025G 4por	\$4,021.00	\$1,809.45	2 for 12 mo(s)	55.00%	\$8,042.00	\$3,618.90
56	C9500-DNA-48Y4C-A	C9500 DNA Advantage, Term License	\$0.00	\$0.00	2	0.00%	\$0.00	\$0.00
57	CON-L1SWT-C9548Y4A	CX LEVEL 1 SW SUB CX LEVEL 1 SW SUB C9	\$712.00	\$534.00	2 for 12 mo(s)	25.00%	\$1,424.00	\$1,068.00
58	C9500-DNA-A-3Y	Cisco Catalyst 9500 DNA Advantage 3 Year License	\$14,312.91	\$6,440.81	2	55.00%	\$28,625.82	\$12,881.62
59	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	\$0.00	\$0.00	4	0.00%	\$0.00	\$0.00
60	C9K-PWR-650WAC-R	650W AC Config 4 Power Supply front to back cooling	\$0.00	\$0.00	2	0.00%	\$0.00	\$0.00
61	C9K-PWR-650WACLR/2	650W AC Power Supply	\$2,566.75	\$1,155.04	2	55.00%	\$5,133.50	\$2,310.08
62	C9K-F1-SSD-BLANK	Cisco pluggable SSD storage	\$0.00	\$0.00	2	0.00%	\$0.00	\$0.00
63	C9K-T1-FANTRAY	Catalyst 9500 Type 4 front to back cooling Fan	\$0.00	\$0.00	4	0.00%	\$0.00	\$0.00
64	C9500-NW-A	C9500 Network Stack, Advantage	\$0.00	\$0.00	2	0.00%	\$0.00	\$0.00
65	S9500UK9-1715	CAT9300/9400/9500/9600 UNIVERSAL	\$0.00	\$0.00	2	0.00%	\$0.00	\$0.00
66	C9500-SSD-NONE	No SSD Card Selected	\$0.00	\$0.00	2	0.00%	\$0.00	\$0.00
67	C9500-RFID	RFID Selected	\$0.00	\$0.00	2	0.00%	\$0.00	\$0.00
68	QSFP-100G-CU1M	100GBASE-CR4 Passive Copper Cable, 1m	\$397.52	\$178.88	2	55.00%	\$795.04	\$357.76
69	SFP-H10GB-CU1M	10GBASE-CU SFP+ Cable 1 Meter	\$132.04	\$59.42	2	55.00%	\$264.08	\$118.84
70	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00	2	0.00%	\$0.00	\$0.00
							Total:	\$54,396.82

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PRESIDIO

QUOTE: 2003526118618-05

DATE: 04/27/2026

PAGE: 4 of 4

Total (Miller):	\$158,875.02	\$72,482.82
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Total List Price:	\$317,750.04
Sub Total:	\$147,377.84
Grand Total:	\$147,377.84

TERMS AND CONDITIONS OF CONTRACT CMT4021089 SHALL GOVERN THIS QUOTE.

THIS QUOTE IS VALID FOR ACCEPTANCE FOR THE EARLIER OF (I) A PERIOD OF FOURTEEN (14) DAYS FROM THE QUOTE DATE, OR (II) SUCH SHORTER PERIOD AS ESTABLISHED BY ANY APPLICABLE THIRD-PARTY VENDOR FOR ITEMS INCLUDED IN THIS QUOTE. ALL PURCHASE ORDERS ARE SUBJECT TO PRESIDIO'S REVIEW AND WRITTEN ACCEPTANCE.

PURSUANT TO THIS CONTRACT YOUR PO MUST REFLECT THE FOLLOWING CONTRACT:
CONTRACT CMT4021089

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

Customer Signature



Date

2026-253

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: \$147,377.84

SUGGESTED TITLE: Purchase/ Presidio Networked Solutions/ \$147,377.84/ CWLP Dallman and Miller Core Refresh for the Office of Public Utilities

CONTRACTOR / VENDOR NAME: Presidio Networked Services VENDOR NO: VC0000001396

CONTRACT TERM: 1 Year Change in Scope Yes No

CONTRACT AMOUNT: \$147,377.84
(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 Purchasing
- Exception: _____
- Code Provision: _____

Previous Ord #'s 397-10-25

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	101	200	JB	6246 / L184	1604	22,106.68
2	102	200	JB	7246 / TFR3	1604	125,271.16
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)
 Quote and Joint Purchasing State Contract

STAFF ANALYSIS

This Ordinance is for core components to upgrade Dallman and Miller Core infrastructure with 1 year support. This is a main infrastructure project and is budgeted appropriately for the Office of Public Utilities, Information Systems Division. This will be purchased using Illinois DOIT Cisco State Joint Purchasing Contract.

FUNDS CHECK BY: Kerfoot, Benjamin R.
Digitally signed by Kerfoot, Benjamin R. Date: 2026.05.06 08:40:12 -05'00'

DIRECTOR / SUPERVISOR: Jay Underfanger
Digitally signed by Jay Underfanger Date: 2026.05.04 11:06:21 -05'00'

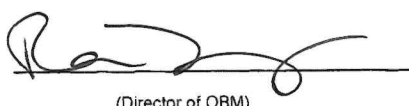
CITY PURCHASING AGENT: 

SIGN OFF: 
 (Mayor's Signature)

Date: _____

Date: Gorsek, Mike
Digitally signed by Gorsek, Mike Date: 2026.05.05 09:11:09 -05'00'

Date: 5/6/2026


 (Director of OBM)

2026-253

A RESOLUTION NOTIFYING THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION THAT MOTOR FUEL TAX FUNDS IN THE AMOUNT OF \$288,350.00 MAY BE USED FOR LAND ACQUISITION FOR THE HEDLEY ROAD AND WEST WHITE OAKS DRIVE SAFETY IMPROVEMENTS PROJECT (MFT SECTION 20-00446-00-PV), FOR THE OFFICE OF PUBLIC WORKS

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

WHEREAS, the City anticipates using Motor Fuel Tax funds in the amount of \$288,350.00 for Land Acquisition for the Hedley Road and West White Oaks Drive Safety Improvements Project, MFT Section 20-00446-00-PV; and

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

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

Section 1: That improvements will be made to Hedley Road and West White Oaks Drive under the Illinois Highway Code.

Section 2: That the improvements are designated as MFT Section No. 20-00446-00-PV.

Section 3: That the City anticipates using \$288,350.00 for Land for the improvement of said section from its allotment of Motor Fuel Tax Funds.

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

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

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

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher



Office of Corporation Counsel/Date



Is this project a bondable capital improvement?

Yes No

Resolution Type	Resolution Number	Section Number
Supplemental		20-00446-00-PV

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

the Illinois Highway Code. Work shall be done by Contract.

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Hedley Road		FAU 8017	Koke Mill Road	West White Oaks

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Widening Hedley Road to a three lane urban section with bike and ped accommodations. Traffic signal improvements at the intersection with Koke Mill Road, and enhanced safety improvements on West White Oaks Road at Hedley Road and from Cascade to Wabash Ave.

2. That there is hereby appropriated the sum of Two Hundred Eighty-Eight Thousand, Three Hundred Fifty

Dollars (\$288,350.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Charles Redpath Sr. City Clerk in and for said City

of Springfield in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council of Springfield at a meeting held on _____ Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____

(SEAL)

Clerk Signature & Date

Approved
Regional Engineer Signature & Date
Department of Transportation

2020-057

Instructions for BLR 09110 - Page 1 of 2

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax(MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Is this project a bondable capital improvement?

Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.

Resolution Number

Enter the resolution number as assigned by the LPA, if applicable.

Resolution Type

From the drop down box choose the type of resolution:

- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
- Amended would be used when a previously passed resolution is being amended.

Section Number

Insert the section number of the improvement the resolution covers.

Governing Body Type

From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

LPA Type

From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.

Name of LPA

Insert the name of the LPA.

Contract or Day Labor

From the drop down choose either Contract or Day Labor.

Roadway/Street Improvements:

Name Street/Road

Insert the name of the Street/Road to be improved. For additional locations use the Add button.

Length

Insert the length of this segment of roadway being improved in miles.

Route

Insert the Route Number of the road/street to be improved if applicable.

From

Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.

To

Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

Structures:

Name Street/Road

Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.

Existing Structure No.

Insert the existing structure number this resolution covers, if no current structure insert n/a.

Route

Insert the Route number on which the structure is located.

Location

Insert the location of the structure.

Feature Crossed

Insert the feature the structure crosses.

1

Insert a description of the major items of work of the proposed improvement.

2

Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().

Instructions for BLR 09110 - Page 2 of 2

Name of Clerk	Insert the name of the LPA clerk.
LPA Type	Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	Insert the type of administrative body. choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day Clerk is signing the document.
Month, Year	Insert the month and year of the Clerk's signature. Seal The Clerk shall seal the document here.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation shall sign and date here once approved.

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office. Following IDOT's approval, distribution will be as follows:

- Local Public Agency Clerk
- Engineer (Municipal, Consultant or County)
- District

ORDINANCE FACT SHEET

REQUEST FORM NO: 26-37
DATE OF 1ST READING: 5/19/2026

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom
PHONE NUMBER: 789-2255

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

TYPE OF ORDINANCE: MFT funding FISCAL IMPACT:

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

SUGGESTED TITLE:

A SUPPLEMENTAL RESOLUTION TO USE MFT FUNDS FOR LAND ACQUISITION FOR THE HEDLEY ROAD AND WEST WHITE OAKS DRIVE SAFETY IMPROVEMENTS (MFT SECTION #20-00446-00-PV).

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

Illinois Department of Transportation - BLR 09110

CONTRACTOR / VENDOR NAME: VENDOR NO:

CONTRACT TERM: CONTRACT # Change in Scope Yes [] No []

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

Method of Purchase (check one) Previous Ord #s Res. 003-2026

- Low Bid
Low Bid Meeting Specs
Low Evaluated Bid
Other: MFT funding
Exception:
Code Provision:
Is Purchasing Agent approval required?
Is Purchasing Agent approval attached?

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

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

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

FUNDS CHECK BY: Date: 5/14/20
DIRECTOR / SUPERVISOR SIGNATURE Date: 4 MAY 26
CITY PURCHASING AGENT: Date: 5/15/2026

COMMENTS

Motor Fuel Tax is a state levy and the City is governed by state statutes. IDOT administers MFT monies and it takes prior approval from IDOT to expend any MFT funds. This supplemental resolution informs the State that the City intends to expend \$288,350.00 utilizing MFT Funds on land acquisition for the Hedley Road and West White Oaks Drive safety improvements.

SIGN OFF: (Mayor's Signature)

(Director of OBM)

2026-257

AN ORDINANCE AUTHORIZING THE PURCHASE OF REAL ESTATE BETWEEN THE CITY OF SPRINGFIELD AND NIEMANN HOLDINGS, LLC LOCATED AT 3001 SOUTH VETERANS PARKWAY, ASSOCIATED WITH HEDLEY ROAD AND WEST WHITE OAKS DRIVE SAFETY IMPROVEMENTS, IN AN AMOUNT NOT TO EXCEED \$85,700.00, 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, Niemann Holdings, LLC owns real estate located at 3001 South Veterans Parkway in Sangamon County; and

WHEREAS, the City of Springfield, through the Office of Public Works, desires to purchase a portion of a parcel and temporary construction easement of said real estate in the amount of \$85,700.00 for public purposes specifically associated with the Hedley Road and West White Oaks Drive Safety Improvements as summarized on the Transaction Summary attached as Exhibit A; and

WHEREAS, it is necessary to authorize \$85,700.00 for purchase of real estate located at 3001 South Veterans Parkway, in compliance with the federal Uniform Relocation Act; and

WHEREAS, a copy of the necessary documents for purchasing the property 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 a contract with Niemann Holdings, LLC to purchase a portion of a parcel and temporary construction easement of real estate located at 3001 South Veterans Parkway, for an amount not to exceed \$85,700.00, for public purposes specifically associated with the Hedley Road and West White Oaks Drive Safety Improvements. A copy of the Contract for Purchase shall be on file in the Office of the City Clerk.

Section 2: That after passage the Mayor and City Clerk are hereby authorized and directed to execute any documents on behalf of the City which may be necessary to complete the purchase of the property approved by this ordinance, provided that other terms and conditions of the purchase contract are fulfilled as summarized on attached Exhibit A.

Section 3: That upon proper documentation, the Office of Budget and Management is hereby directed to make payment of \$85,700.00 to Niemann Holdings, LLC for purchase of real property located at 3001 South Veterans Parkway, from account number 041-110-GAST-STRS-2301 in accordance with the purchase documents located in the Office of the City Clerk.

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

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Mayor Misty Buscher

Approved as to legal sufficiency:

Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

Affidavit of Title

Owner Niemann Holdings, LLC,
Address an Illinois limited liability company
3001 South Veterans Parkway
Springfield, IL 62704
Route FAU 8050 with FAU 8017
Section 05-00446-00-PV
County Sangamon
Project Hedley Road
Job No. C-96-077-25
Parcel No. 21-12.0-227-002A & B & TE
P.I.N. No. 21-12.0-227-002
Station 103+33.35
Station 107+78.93
Catalog No.
Contract No. 93838

State of Illinois)
) ss.
County of Sangamon)

I, Richard H. Niemann, Jr. , Member of Niemann Holdings, LLC

being first duly sworn upon oath states as follows:

- 1. Affiant has personal knowledge of the facts averred herein.
- 2. There are **no parties** other than Grantor in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record.
- There are no parties other than Grantor **and the parties listed below** in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record:
White Oaks Plaza, LLC (thru REA of record)

SEE ATTACHED EXHIBIT "A"

- 3. This affidavit is made to provide factual representation as a basis for the City of Springfield to accept a document of conveyance for the premises described in said conveyance, the premises being a portion of or all of the above described premises, from the record owners thereof.
- 4. The affiant has no knowledge of any driveway agreements, encroachments, overlaps, or boundary line disputes involving the premises to be conveyed other than the easements, restrictive covenants, etc set out on Schedule B of the Title commitment underwritten by Fidelity National title Insurance, No. 20002504, effective date 7/29/2025.
- 5. The said premises described in Exhibit "A" are: (Check One)
 Vacant and unimproved Agricultural and unimproved
 Improved and
(A) There have been no improvements made or contracted for on the premises within six (6) months immediately preceding the date of the affidavit, out of which a claim for a mechanic's lien could accrue or has accrued; and
(B) To the best of my knowledge all improvements now on the premises comply with all local building and zoning ordinances.

2026-258

- 6. There are no chattel mortgages, conditional sales contracts or financing statements existing on or in connection with the premises to be conveyed which are not shown by the public records.
- 7. There are no taxes or special assessments which are not shown as existing liens by the public records involving the premises described in Exhibit A.
- 8. Per 50 ILCS 105/3.1, the identities of all owners and beneficiaries having an interest in the premises to be conveyed are as follows (check applicable box(es) and complete information requested):

Individual. Individual owner of the property is: _____

Nonprofit Organization. There is no individual or other organization receiving distributable income from the organization.

Public Organization, including units of local government. There is no individual or other organization receiving distributable income from the organization

Publicly-Traded Corporation. There is no readily known shareholder entitled to receive more than 7-1/2% interest in the total distribution income of the corporation.

Corporation, Partnership, Limited Liability Company. Those entitled to receive more than 7-1/2% of the total distributable income of said entity are as follows:

	Name	Address
*1.	Richard H. Niemann, Jr	1501 North 12 th Street, Quincy, IL 62301
2.	Christopher J. Niemann	1501 North 12 th Street, Quincy, IL 62301
3.	_____	_____
4.	_____	_____

Land Trust or Declaration of Trust. The identity of each beneficiary of Grantor Trust is as follows:

	Name	Address	% of Interest
*1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

* IF THE INITIAL DISCLOSURES SHOW INTERESTS HELD BY ANOTHER CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, OR TRUST, THEN FURTHER DISCLOSURES SHOULD BE PROVIDED UNTIL THE NAMES OF INDIVIDUALS OWNING THE INTEREST IN THE ENTITY ARE DISCLOSED.

2026-258

Dated this 17th day of September, 2025 .

Neimann Holdings, LLC, an Illinois limited liability company

Company Name

By:

[Signature]
Signature

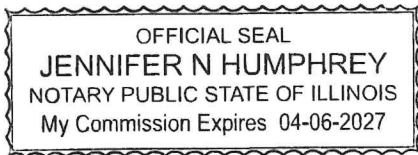
Richard H. Niemann, Jr., its Member

Print Name and Title if applicable

State of Illinois)
County of Adams) ss

This instrument was acknowledged before me on September 17th, 2025, by Richard H. Niemann, Jr., its Member of Neimann Holdings, LLC, an Illinois limited liability company .

(SEAL)



[Signature]
Notary Public
My Commission Expires: 04-06-2027

NOTE: THIS AFFIDAVIT MAY BE EXECUTED AND ACKNOWLEDGED ON BEHALF OF THE RECORD OWNER(S) BY ANY **ONE** OF THE RECORD OWNERS, OFFICERS, MANAGERS, PARTNERS, OR TRUSTEES HAVING KNOWLEDGE OF THE FACTS IN THIS AFFIDAVIT.

Date: 08/26/2025

WTC File Number: CMT-2023SN-2357.0
Order: 20002504.00 Task 09
Parcel:

A.L.T.A. COMMITMENT FORM
-Schedule A Continued-

PARCEL 1:

PART OF LOT 3 IN WHITE OAKS WEST FIRST ADDITION IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 15 NORTH, RANGE 6 WEST OF THE THIRD PRINCIPAL MERIDIAN IN SANGAMON COUNTY, ILLINOIS FURTHER DESCRIBED AS:

BEGINNING AT AN IRON PIN AT THE NORTHWEST CORNER OF SAID LOT 3, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF W. WHITE OAKS DRIVE; THENCE NORTH 89 DEGREES 24 MINUTES 11 SECONDS EAST 20.99 FEET ALONG THE NORTH LINE OF SAID LOT 3; THENCE SOUTH 00 DEGREES 42 MINUTES 18 SECONDS EAST 93.89 FEET; THENCE SOUTH 89 DEGREES 17 MINUTES 42 SECONDS WEST 21.17 FEET TO SAID EASTERLY RIGHT OF WAY LINE; THENCE NORTH 00 DEGREES 35 MINUTES 49 SECONDS WEST 93.93 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING CONTAINING 0.045 ACRES (1,979 SQUARE FEET).

PARCEL 2:

PART OF LOT 3 IN WHITE OAKS WEST FIRST ADDITION IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 15 NORTH, RANGE 6 WEST OF THE THIRD PRINCIPAL MERIDIAN IN SANGAMON COUNTY, ILLINOIS FURTHER DESCRIBED AS:

COMMENCING AT AN IRON PIN AT THE NORTHWEST CORNER OF SAID LOT 3, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY OF LINE OF W. WHITE OAKS DRIVE; THENCE SOUTH 00 DEGREES 35 MINUTES 49 SECONDS EAST 153.53 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE ON A CURVE TO THE LEFT WITH A RADIUS OF 909.31 FEET THROUGH A CENTRAL ANGLE OF 02 DEGREES 33 MINUTES 05 SECONDS HAVING A CHORD DISTANCE OF 40.49 FEET BEARING SOUTH 01 DEGREE 24 MINUTES 00 SECONDS EAST AN ARC DISTANCE OF 40.49 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 25 DEGREES 10 MINUTES 01 SECONDS EAST 26.87 FEET; THENCE

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

2026-258

Date: 08/26/2025

WTC File Number: CMT-2023SN-2357.0
Order: 20002504.00 Task 09
Parcel:

SOUTH 09 DEGREES 50 MINUTES 13 SECONDS EAST 91.67 FEET;
THENCE SOUTH 00 DEGREES 56 MINUTES 36 SECONDS EAST 34.90
FEET; THENCE SOUTH 18 DEGREES 39 MINUTES 52 SECONDS EAST
51.25 FEET; THENCE SOUTH 41 DEGREES 18 MINUTES 10 SECONDS
EAST 28.16 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 29
SECONDS EAST 5.72 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 31
SECONDS EAST 13.86 FEET TO THE SOUTH LINE OF SAID LOT 3, SAID
POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF HEDLEY
ROAD; THENCE SOUTH 89 DEGREES 30 MINUTES 27 SECONDS WEST
27.89 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE TO THE
SOUTHWEST CORNER OF SAID LOT 3, SAID POINT BEING THE
INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF W. WHITE
OAKS DRIVE; THENCE NORTH 14 DEGREES 40 MINUTES 10 SECONDS
WEST 39.51 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO A
POINT OF CURVATURE; THENCE CONTINUING ALONG SAID EASTERLY
RIGHT OF WAY LINE ON A CURVE TO THE RIGHT WITH A RADIUS OF
909.31 FEET THROUGH A CENTRAL ANGLE OF 12 DEGREES 27 MINUTES
57 SECONDS HAVING A CHORD DISTANCE OF 197.45 FEET BEARING
NORTH 08 DEGREES 54 MINUTES 32 SECONDS WEST AN ARC DISTANCE
OF 197.84 FEET TO THE POINT OF BEGINNING. SITUATED IN SANGAMON
COUNTY, ILLINOIS.

PERMANENT TAX NUMBER(S): 21-12.0-227-002 (pt)

ISSUED BY:
Wheatland Title Company
105 W. Veterans Parkway
Yorkville, Illinois 60560

Agent for:
Fidelity National Title Insurance Company

Owner Niemann Holdings, LLC, an
Illinois limited liability
company
Address 3001 South Veterans Parkway
Springfield, IL 62704
Route FAU 8050 with FAU 8017
County Sangamon
Job No. C-96-077-25
Parcel No. 21-12.0-227-002A & B & TE
P.I.N. No. 21-12.0-227-002
Section 05-00446-00-PV
Project No. CFH1(916)
Station 103+33.35
Station 107+78.93
Contract No. 93838
Catalog No.

CERTIFIED RESOLUTION
(Limited Liability Company)

I, Christopher J. Niemann, as member of Niemann Holdings, LLC, an Illinois limited liability company, organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business in the State of Illinois, do hereby certify that:

1. The following is a true and correct copy of a resolution adopted by the members of said limited liability company, at a meeting held of the 12th day of August, 2025, and

2. The resolution has not been amended or revoked and is in full force and effect.

Resolved that Richard H. Niemann, Jr., as member, of the above-referenced limited liability company is hereby authorized and directed to convey the limited liability company's interest in the following described real estate in Sangamon County, Illinois to the City of Springfield for highway purposes for the sum of \$85,700.00:

See attached Legal Descriptions, which is incorporated herein.

Further resolved that he is authorized and directed to execute and deliver such instruments as may be necessary or convenient to consummate such sale.

Dated this 17th day of September, 2025.

Niemann Holdings, LLC, an Illinois
limited liability company

Company Name

Signature
Christopher J. Niemann, Member

Print Name and Title

State of Illinois)
) ss
County of Adams)

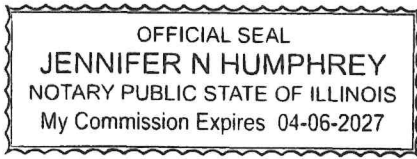
This instrument was acknowledged before me on September 17th, 2025, by
Christopher J. Niemann _____, as Member
of Niemann Holdings, LLC, an Illinois liability company _____.

(SEAL)

Jennifer N. Humphrey

Notary Public

My Commission Expires: 04-06-25



PARCEL A - RIGHT OF WAY DESCRIPTION

CITY OF SPRINGFIELD

SANGAMON COUNTY

STA. 106+85.00 TO STA. 107+78.93 (WEST WHITE OAKS DRIVE)

NIEMANN HOLDINGS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

21-12-227-002

Part of Lot 3 in White Oaks West First Addition in the Northeast Quarter of Section 12, Township 15 North, Range 6 West of the Third Principal Meridian in Sangamon County, Illinois further described as:

Beginning at an iron pin at the northwest corner of said Lot 3, said point being on the easterly right of way line of W. White Oaks Drive; thence North 89 degrees 24 minutes 11 seconds East 20.99 feet along the north line of said Lot 3; thence South 00 degrees 42 minutes 18 seconds East 93.89 feet; thence South 89 degrees 17 minutes 42 seconds West 21.17 feet to said easterly right of way line; thence North 00 degrees 35 minutes 49 seconds West 93.93 feet along said easterly right of way line to the point of beginning containing 0.045 acres (1,979 square feet).

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

Bearings and distances are based on the Illinois State Plane Coordinate System NAD83 (2011) - West Zone.

PARCEL B - RIGHT OF WAY DESCRIPTION

CITY OF SPRINGFIELD

SANGAMON COUNTY

STA. 103+33.35 TO STA. 105+83.97 (WEST WHITE OAKS DRIVE)

NIEMANN HOLDINGS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

21-12-227-002

Part of Lot 3 in White Oaks West First Addition in the Northeast Quarter of Section 12, Township 15 North, Range 6 West of the Third Principal Meridian in Sangamon County, Illinois further described as:

Commencing at an iron pin at the northwest corner of said Lot 3, said point being on the easterly right of way of line of W. White Oaks Drive; thence South 00 degrees 35 minutes 49 seconds East 153.53 feet along said easterly right of way line to a point of curvature; thence continuing along said easterly right of way line on a curve to the left with a radius of 909.31 feet through a central angle of 02 degrees 33 minutes 05 seconds having a chord distance of 40.49 feet bearing South 01 degree 24 minutes 00 seconds East an arc distance of 40.49 feet to the point of beginning; thence South 25 degrees 10 minutes 01 seconds East 26.87 feet; thence South 09 degrees 50 minutes 13 seconds East 91.67 feet; thence South 00 degrees 56 minutes 36 seconds East 34.90 feet; thence South 18 degrees 39 minutes 52 seconds East 51.25 feet; thence South 41 degrees 18 minutes 10 seconds East 28.16 feet; thence North 89 degrees 31 minutes 29 seconds East 5.72 feet; thence South 00 degrees 28 minutes 31 seconds East 13.86 feet to the south line of said Lot 3, said point being on the northerly right of way line of Hedley Road; thence South 89 degrees 30 minutes 27 seconds West 27.89 feet along said northerly right of way line to the southwest corner of said Lot 3, said point being the intersection with the easterly right of way line of W. White Oaks Drive; thence North 14 degrees 40 minutes 10 seconds West 39.51 feet along said easterly right of way line to a point of curvature; thence continuing along said easterly right of way line on a curve to the right with a radius of 909.31 feet through a central angle of 12 degrees 27 minutes 57 seconds having a chord distance of 197.45 feet bearing North 08 degrees 54 minutes 32 seconds West an arc distance of 197.84 feet to the point of beginning containing 0.070 acres (3,027 square feet).

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

Bearings and distances are based on the Illinois State Plane Coordinate System NAD83 (2011) - West Zone.

TEMPORARY EASEMENT DESCRIPTION

CITY OF SPRINGFIELD
SANGAMON COUNTY
STA. 103+87.28 TO STA. 107+78.88 (WEST WHITE OAKS DRIVE)
NIEMANN HOLDINGS, LLC, AN ILLINOIS LIMITED LIABILITY
COMPANY 21-12-227-002

Part of Lot 3 in White Oaks West First Addition in the Northeast Quarter of Section 12, Township 15 North, Range 6 West of the Third Principal Meridian in Sangamon County, Illinois further described as:

Commencing at an iron pin at the northwest corner of said Lot 3, said point being on the easterly right of way of line of W. White Oaks Drive; thence North 89 degrees 24 minutes 11 seconds East 20.99 feet along the north line of said Lot 3 to the point of beginning; thence continuing on said north line North 89 degrees 24 minutes 11 seconds East 4.00 feet; thence South 00 degrees 42 minutes 18 seconds East 165.63 feet; thence South 03 degrees 26 minutes 10 seconds East 82.97 feet; thence South 83 degrees 49 minutes 58 seconds West 5.00 feet; thence South 09 degrees 33 minutes 09 seconds East 130.32 feet; thence South 89 degrees 30 minutes 27 seconds West 7.00 feet; thence North 18 degrees 39 minutes 52 seconds West 35.65 feet; thence North 00 degrees 56 minutes 36 seconds West 34.90 feet; thence North 09 degrees 50 minutes 13 seconds West 91.67 feet; thence North 25 degrees 10 minutes 01 second West 26.87 feet to the easterly curved right of way line of West White Oaks Drive; thence along said easterly right of way on a curve to the right with a radius of 909.31 feet through a central angle of 02 degrees 33 minutes 05 seconds having a chord distance of 40.49 feet bearing North 01 degree 24 minutes 00 seconds West an arc distance of 40.49 feet; thence North 00 degrees 35 minutes 49 seconds West 59.60 feet along said easterly right of way line; thence North 89 degrees 17 minutes 42 seconds East 21.17 feet; thence North 00 degrees 42 minutes 18 seconds West 93.89 feet to the point of beginning containing 0.115 acres (5,015 square feet).

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

Bearings and distances are based on the Illinois State Plane Coordinate System NAD83 (2011) - West Zone.

Owner Niemann Holdings, LLC, an
Illinois limited liability
company
Address 3001 South Veterans Parkway
Springfield, IL 62704
Route FAU 8050 with FAU 8017
County Sangamon
Job No. C-96-077-25
Parcel No. 21-12.0-227-002A & B
P.I.N. No. 21-12.0-227-002
Section 05-00446-00-PV
Project No. CFH1(916)
Station 106+85.00 to 107+78.93 A
Station 103+33.35 to 105+83.97 B
Contract No. 93838
Catalog No.

WARRANTY DEED
(Limited Liability Company) (Non-Freeway)

Niemann Holdings, LLC, an Illinois limited liability company, organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of FIFTY NINE THOUSAND SIX HUNDRED Dollars (\$59,600.00), receipt of which is hereby acknowledged, and pursuant to the authority given by the member(s) of said company, grants, conveys, and warrants to the City of Springfield, (Grantee), the following described real estate:

See attached legal description.

situated in the County of Sangamon, State of Illinois, subject to the following:

1. Mineral rights conveyed to third parties.
2. Easement and Building Lines and other matters as set out on the plat of subdivision, recorded 12/31/1986, as Document No. 1986R49946;
3. Covenants, conditions, restrictions and easements contained in Warranty Deed recorded 1/3/2019 as Document No. 2019R00166.
4. Gas Frontage Permit dated 7/3/1969 and recorded 10/11/1969 as Document No. 1969R331393.
5. Grant of Force Main Easement dated 1/27/1977 and recorded 2/4/1977 as Document 1977R384617.
6. Easement Agreement dated 10/21/1977 and recorded 10/21/1977 as Document No. 1977R392114.
7. Grant of Sewer Easement dated 2/25/1986 and recorded 2/26/1986 as Document No. 1986R14306.
8. First Amendment to Easement Agreement dated 3/14/1986 and recorded 3/19/1986 as Document No. 1986R16314.
9. Covenants, conditions, restrictions and easements contained in construction, operation and Reciprocal Easement Agreement recorded 12/31/1986 as Document No. 1986R19949.
10. Sanitary Sewer Easement Agreement dated 6/9/1981 and recorded 6/9/1981 as Document No. 1987R81949.
11. Storm Water Easement Grant dated 6/9/1981 and recorded 6/9/1981 as Document No. 1987R81949.

12. Terms and conditions contained in an Ordinance No. 4-91, Annexation recorded 10/25/1991 as Document No. 1991R30725.
13. Water Main Easement dated 1/25/1988 and recorded 1/27/1988 as Document No. 1988R92661.
14. Covenants, conditions, restrictions and easements contained in Amendment to construction, operation and Reciprocal Easement Agreement for White Oak Plaza recorded as Document No. 1987R61106.
15. Covenants, conditions, restrictions and easements contained in Second Amendment to construction, operation and Reciprocal Easement Agreement for White Oak Plaza recorded 4/8/2020 as Document No. 2020R07284.

The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

PARCEL A - RIGHT OF WAY DESCRIPTION

CITY OF SPRINGFIELD

SANGAMON COUNTY

STA. 106+85.00 TO STA. 107+78.93 (WEST WHITE OAKS DRIVE)

NIEMANN HOLDINGS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

21-12-227-002

Part of Lot 3 in White Oaks West First Addition in the Northeast Quarter of Section 12, Township 15 North, Range 6 West of the Third Principal Meridian in Sangamon County, Illinois further described as:

Beginning at an iron pin at the northwest corner of said Lot 3, said point being on the easterly right of way line of W. White Oaks Drive; thence North 89 degrees 24 minutes 11 seconds East 20.99 feet along the north line of said Lot 3; thence South 00 degrees 42 minutes 18 seconds East 93.89 feet; thence South 89 degrees 17 minutes 42 seconds West 21.17 feet to said easterly right of way line; thence North 00 degrees 35 minutes 49 seconds West 93.93 feet along said easterly right of way line to the point of beginning containing 0.045 acres (1,979 square feet).

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

Bearings and distances are based on the Illinois State Plane Coordinate System NAD83 (2011) - West Zone.

PARCEL B - RIGHT OF WAY DESCRIPTION

CITY OF SPRINGFIELD

SANGAMON COUNTY

STA. 103+33.35 TO STA. 105+83.97 (WEST WHITE OAKS DRIVE)

NIEMANN HOLDINGS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

21-12-227-002

Part of Lot 3 in White Oaks West First Addition in the Northeast Quarter of Section 12, Township 15 North, Range 6 West of the Third Principal Meridian in Sangamon County, Illinois further described as:

Commencing at an iron pin at the northwest corner of said Lot 3, said point being on the easterly right of way of line of W. White Oaks Drive; thence South 00 degrees 35 minutes 49 seconds East 153.53 feet along said easterly right of way line to a point of curvature; thence continuing along said easterly right of way line on a curve to the left with a radius of 909.31 feet through a central angle of 02 degrees 33 minutes 05 seconds having a chord distance of 40.49 feet bearing South 01 degree 24 minutes 00 seconds East an arc distance of 40.49 feet to the point of beginning; thence South 25 degrees 10 minutes 01 seconds East 26.87 feet; thence South 09 degrees 50 minutes 13 seconds East 91.67 feet; thence South 00 degrees 56 minutes 36 seconds East 34.90 feet; thence South 18 degrees 39 minutes 52 seconds East 51.25 feet; thence South 41 degrees 18 minutes 10 seconds East 28.16 feet; thence North 89 degrees 31 minutes 29 seconds East 5.72 feet; thence South 00 degrees 28 minutes 31 seconds East 13.86 feet to the south line of said Lot 3, said point being on the northerly right of way line of Hedley Road; thence South 89 degrees 30 minutes 27 seconds West 27.89 feet along said northerly right of way line to the southwest corner of said Lot 3, said point being the intersection with the easterly right of way line of W. White Oaks Drive; thence North 14 degrees 40 minutes 10 seconds West 39.51 feet along said easterly right of way line to a point of curvature; thence continuing along said easterly right of way line on a curve to the right with a radius of 909.31 feet through a central angle of 12 degrees 27 minutes 57 seconds having a chord distance of 197.45 feet bearing North 08 degrees 54 minutes 32 seconds West an arc distance of 197.84 feet to the point of beginning containing 0.070 acres (3,027 square feet).

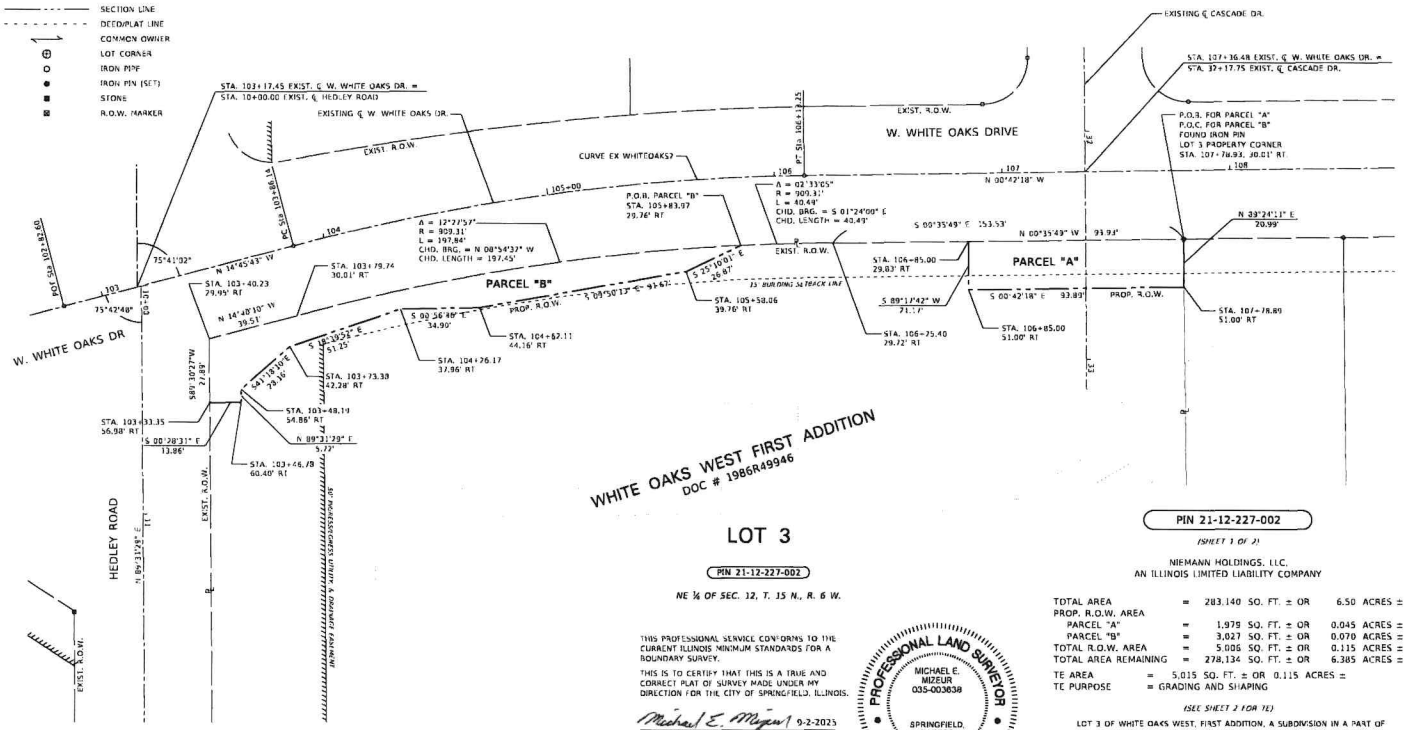
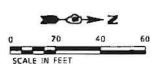
The said Real Estate being also shown by the plat hereto attached and made a part hereof.

Bearings and distances are based on the Illinois State Plane Coordinate System NAD83 (2011) - West Zone.

LEGEND

	PROPOSED RIGHT OF WAY
	PROPOSED TEMPORARY EASEMENT
	PROPOSED PERMANENT EASEMENT
	EXISTING RIGHT OF WAY
	EXISTING PERMANENT EASEMENT
	PROPERTY LINE
	SECTION LINE
	DECORATIVE LINE
	COMMON OWNER
	LOT CORNER
	IRON PIPE
	IRON PIN (SET)
	STONE
	R.O.W. MARKER

EXIST. CURVE EX W-HITEOAKS2
 P. STA. = 105+00.27
 Δ = 141° 03' 25" (R)
 D = 6' 11" 23"
 R = 325.67'
 T = 134.23'
 L = 227.10'
 E = 7.01'
 P.C. STA. = 104+86.14
 P.T. STA. = 106+13.25



WHITE OAKS WEST FIRST ADDITION
 DOC # 1986R49946

LOT 3

PIN 21-12-227-002

NE 1/4 OF SEC. 12, T. 15 N., R. 6 W.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
 THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE SURVEY MADE UNDER MY DIRECTION FOR THE CITY OF SPRINGFIELD, ILLINOIS.

Michael E. Mizeur 9-2-2023
 MICHAEL E. MIZEUR - ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 035-003638
 MY LICENSE EXPIRES 12-30-2026
 PROFESSIONAL DESIGN #DM NO. 184-00613



PIN 21-12-227-002
 SHEET 3 OF 21
 NIEMANN HOLDINGS, LLC
 AN ILLINOIS LIMITED LIABILITY COMPANY

TOTAL AREA	=	283,140 SQ. FT. ± OR	6.50 ACRES ±
PROP. R.O.W. AREA	=	1,979 SQ. FT. ± OR	0.045 ACRES ±
PARCEL "A"	=	3,027 SQ. FT. ± OR	0.070 ACRES ±
PARCEL "B"	=	5,005 SQ. FT. ± OR	0.115 ACRES ±
TOTAL R.O.W. AREA	=	278,134 SQ. FT. ± OR	6.305 ACRES ±
TOTAL AREA REMAINING	=	5,015 SQ. FT. ± OR	0.115 ACRES ±
TE AREA	=	5,015 SQ. FT. ± OR	0.115 ACRES ±
TE PURPOSE	=	GRADING AND SHAPING	

(SEE SHEET 2 FOR TE)
 LOT 3 OF WHITE OAKS WEST, FIRST ADDITION, A SUBDIVISION IN A PART OF THE NORTHEAST QUARTER OF SECTION 12, IN TOWNSHIP 15 NORTH, RANGE 6 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS

NOTE:
 BASIS OF BEARING IS THE ILLINOIS STATE PLANE COORDINATE SYSTEM NAD83 (7211), WEST ZONE.

	LOGN NAME = Dan Shultz	DESIGNED -	REVISED -
	DATE = 08/08/2023	CHECKED -	REVISED -
	PLAT DATE = 09/02/2023	DATE -	REVISED -

CITY OF SPRINGFIELD, ILLINOIS
RIGHT-OF-WAY PLAT

ROUTE	SECTION	COUNTY SANGAMON	JOB #
SEC 12	T 15N, R 6W OF 3RD P.M.	PROJECT#	
SCALE: 1" = 40'	SHEET NO. 1 OF 2 SHEETS	STA 103-33.35 TO STA 107+78.89	CONTRACT NO. 93838

2026-258

Owner Niemann Holdings, LLC, an
Illinois limited liability
company
Address 3001 South Veterans Parkway
Springfield, IL 62704
Route FAU 8050 with FAU 8017
County Sangamon
Job No. C-96-077-25
Parcel No. 21-12.0-227-002TE
P.I.N. No. 21-12.0-227-002
Section 05-00446-00-PV
Project No. CFH1(916)
Station 103+87.28
Station 107+78.88
Contract No. 93838
Catalog No.

TEMPORARY CONSTRUCTION EASEMENT
(Limited Liability Company)

Niemann Holdings, LLC, an Illinois limited liability company, organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of TWENTY SIX THOUSAND ONE HUNDRED Dollars (\$26,100.00), receipt of which is hereby acknowledged, and pursuant to the authority given by the member(s) of said company, hereby represents that Grantor owns the fee simple title to and grants and conveys to the City of Springfield, (Grantee), a temporary construction easement for the purpose of grading, adjacent real estate(the title of which is vested in Grantee) shaping and other highway purposes, on, over, and through the following described real estate:

See attached legal description., which is incorporated herein.

situated in the County of Sangamon, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate five (5) years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premises may not materially interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representative, successors and assigns of Grantor.

Dated this 17th day of September, 2025.

By: [Signature]
Signature
Christopher J. Niemann, Member
Print Name and Title

Niemann Holdings, LLC, an Illinois limited liability company
Company Name
By: [Signature]
Signature
Richard H. Niemann, Jr., Member
Print Name and Title

State of Illinois)
County of Adams) ss

This instrument was acknowledged before me on September 17th, 2025, by Richard H. Niemann, Jr. and Christopher J. Niemann, as Members Niemann Holdings, LLC, an Illinois limited liability company, who have executed this instrument individually and as members of said limited liability company of persuant to its operating agreement.



[Signature]
Notary Public
My Commission Expires: 04-06-2027

This instrument was prepared by and after recording return to:

City of Springfield
Office of Public Works
Room 201, Municipal Center West
Springfield, IL 62701

TEMPORARY EASEMENT DESCRIPTION

CITY OF SPRINGFIELD
SANGAMON COUNTY
STA. 103+87.28 TO STA. 107+78.88 (WEST WHITE OAKS DRIVE)
NIEMANN HOLDINGS, LLC, AN ILLINOIS LIMITED LIABILITY
COMPANY 21-12-227-002

Part of Lot 3 in White Oaks West First Addition in the Northeast Quarter of Section 12,
Township 15 North, Range 6 West of the Third Principal Meridian in Sangamon County,
Illinois further described as:

Commencing at an iron pin at the northwest corner of said Lot 3, said point being on the
easterly right of way of line of W. White Oaks Drive; thence North 89 degrees 24 minutes
11 seconds East 20.99 feet along the north line of said Lot 3 to the point of beginning; thence
continuing on said north line North 89 degrees 24 minutes 11 seconds East 4.00 feet; thence
South 00 degrees 42 minutes 18 seconds East 165.63 feet; thence South 03 degrees 26
minutes 10 seconds East
82.97 feet; thence South 83 degrees 49 minutes 58 seconds West 5.00 feet; thence South 09
degrees 33 minutes 09 seconds East 130.32 feet; thence South 89 degrees 30 minutes 27 seconds
West 7.00 feet; thence North 18 degrees 39 minutes 52 seconds West 35.65 feet; thence North 00
degrees 56 minutes 36 seconds West 34.90 feet; thence North 09 degrees 50 minutes 13
seconds West 91.67 feet; thence North 25 degrees 10 minutes 01 second West 26.87 feet to
the easterly curved right of way line of West White Oaks Drive; thence along said easterly
right of way on a curve to the right with a radius of 909.31 feet through a central angle of 02
degrees 33 minutes 05 seconds having a chord distance of 40.49 feet bearing North 01 degree
24 minutes 00 seconds West an arc distance of 40.49 feet; thence North 00 degrees 35
minutes 49 seconds West 59.60 feet along said easterly right of way line; thence North 89
degrees 17 minutes 42 seconds East
21.17 feet; thence North 00 degrees 42 minutes 18 seconds West 93.89 feet to the point of
beginning containing 0.115 acres (5,015 square feet).

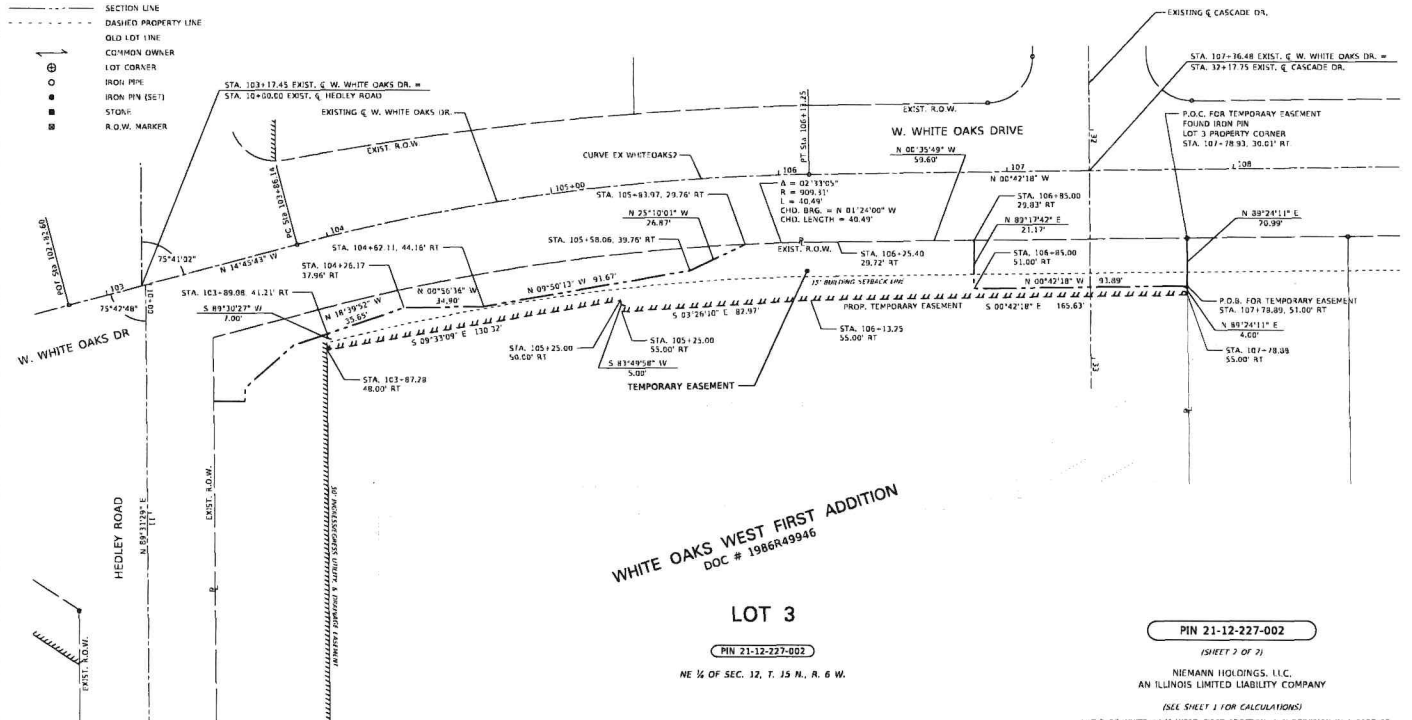
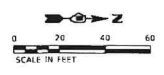
The said Real Estate being also shown by the plat hereto attached and made a part hereof.

Bearings and distances are based on the Illinois State Plane Coordinate System NAD83
(2011) - West Zone.

LEGEND

- PROPOSED RIGHT OF WAY
- PROPOSED TEMPORARY EASEMENT
- PROPOSED PERMANENT EASEMENT
- EXISTING RIGHT OF WAY
- EXISTING PERMANENT EASEMENT
- PROPERTY LINE
- SECTION LINE
- DASHED PROPERTY LINE
- OLD LOT LINE
- COMMON OWNER
- LOT CORNER
- IRON PIN
- IRON PIN (SET)
- STAKE
- R.O.W. MARKER

EXIST. CURVE EX WHITE OAKS 2
 P STA. = 135+03.23
 A = 14° 22' 25" (RT)
 D = 6.11' 23"
 R = 923.67'
 T = 114.13'
 L = 227.10'
 E = 2.01'
 P.C. STA. = 103+85.14
 P.T. STA. = 106+13.25



WHITE OAKS WEST FIRST ADDITION
 DOC # 1986R49946

LOT 3
 PIN 21-12-227-002

PIN 21-12-227-002
 (SHEET 2 OF 2)

NIEMANN HOLDINGS, L.L.C.
 AN ILLINOIS LIMITED LIABILITY COMPANY
 (SEE SHEET 1 FOR CALCULATIONS)
 LOT 3 OF WHITE OAKS WEST, FIRST ADDITION, A SUBDIVISION IN A PART OF
 THE NORTHEAST QUARTER OF SECTION 12, IN TOWNSHIP 15 NORTH, RANGE
 6 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS

NOTE:
 BASIS OF BEARING IS THE ILLINOIS
 STATE PLANNED COORDINATE SYSTEM,
 NAD83 (2011) WEST ZONE.

USER NAME	DESIGNED	REVISION
CM	CM	CM
CM	CM	CM
CM	CM	CM

CITY OF SPRINGFIELD, ILLINOIS	ROUTE	SECTION	COUNTY SANGAMON	JOB #
RIGHT-OF-WAY PLAT	SFC 12	T 15N. R 6W. OF 3RD P.M.	PROJECT #	
	SCALE: 1" = 40'	SHEET NO. 1 OF 2 SHEETS	STA 103+33.35	TO STA 107+78.89 CONTRACT NO. 93838

2026-258

Receipt of Conveyance Documents and Disbursement Statement

Owner Niemann Holdings, LLC, an Illinois limited liability company
 Job No. C-96-077-25
 Parcel No. 21-12.0-227-002A & B & TE

The City of Springfield (Grantee) acknowledges Receipt of the following:

(Check all that apply.)

- Warranty Deed covering 5,006 square feet
- Permanent Easement covering 0.0 square feet
- Temporary Construction Easement covering 5,015 square feet

all located in Sangamon County, Illinois as right of way for FAU Route 8050 with FAU 8017, Section 05-00446-00-PV dated 9-17-2025, executed by the undersigned Grantors.

Grantor and Grantee agree as follows:

1. The payment of the sum of EIGHTY FIVE THOUSAND SEVEN HUNDRED Dollars (\$85,700.00) to Grantor as total consideration for the deed, by Grantee is subject to Grantee's approval of title and documentation and, if applicable, Grantee's final approval in accordance with Section 9.02 of the Illinois State Finance Act.
2. All improvements located, wholly or partially, on the parcel shall become the property of the City of Springfield, unless provided as follows:

None
3. Possession and transfer of title to the City of Springfield occur when Grantee delivers a state warrant to Grantor, in person or to the address stated herein, in the amount of the above stated consideration, unless provided herein. Grantor shall have the sole responsibility and obligation to protect, preserve and maintain the parcel and improvements thereon until delivery of possession to Grantee.
4. Grantor directs Grantee to disburse the above stated consideration by warrant or by separate warrants as follows:

<u>Name*</u>	<u>TIN/FEIN/SSN**</u>	<u>Address</u>	<u>Amount</u>
Niemann Holdings, LLC	20-1157386	1501 N. 12 th St. Quincy, IL 62301	\$85,700.00
			\$
			\$

*If multiple names on the same warrant, list first and circle the name of the person or entity whose TIN/FEIN/SSN is entered above. If lien holder is to be paid by warrant, use Grantor's TIN or SSN with their name listed first and lien holder second. The first payee must match the TIN used.

****Attach a current W-9 form for each TIN/FEIN/SSN.**

5. **NON-FOREIGN CERTIFICATION – FIRPTA.** Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor is a foreign person. For purposes of this paragraph, "Transferee" shall mean "Grantee" and "Transferor" shall mean "Grantor". To inform the Grantee that withholding of tax is not required upon the disposition of a U.S. real property interest by Grantor, the Grantor hereby certifies the following:

- a. Transferor is the owner of the real property being conveyed;
- b. Transferor is not a foreign person, entity, or disregarded entity (as such terms are defined in the Internal Revenue Code and Income Tax Regulations); and
- c. Transferor's U.S. Taxpayer Identification Number and address set forth above are true and correct.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

RN LI
Initial Initial

~~6. Illinois law (15 ILCS 405/10.05 to 405/10.05b) requires the State of Illinois Comptroller to deduct from any State of Illinois warrants or payments the amount of any outstanding account or claim in favor of the State of Illinois and any amount necessary to satisfy past due child support or delinquent student loan and financial aid obligations on any loan guaranteed by the Illinois Student Assistance Commission.~~

7. This Receipt of Conveyance Documents and Disbursement Statement is the entire and exclusive agreement between the parties and supersede any written or oral understanding, promise or agreement, directly or indirectly related to the conveyance of parcel and improvements. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

Date: September 17, 2025

Grantor: Niemann Holdings, LLC, an Illinois limited liability company



Signature

Christopher J. Niemann, Member

Print Name (and Title, if applicable)



Signature

Richard H. Niemann, Jr., Member

Print Name (and Title, if applicable)

Signature

Print Name (and Title, if applicable)

Signature

Print Name (and Title, if applicable)

Date: March 19, 2026

Grantee:

The City of Springfield



for the City of Springfield, Illinois

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Niemann Holdings, LLC
	2 Business name/disregarded entity name, if different from above.
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>
	5 Address (number, street, and apt. or suite no.). See instructions. 1501 N 12th Street
	6 City, state, and ZIP code Quincy, IL 62301
7 List account number(s) here (optional)	
Requester's name and address (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number	
or	
Employer identification number	
2	0
-	1
1	5
7	3
8	6

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person

Date

9-17-25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Owner Niemann Holdings, LLC, an
Illinois limited liability
company
Address 3001 South Veterans Parkway
Springfield, IL 62704
Route FAU 8050 with FAU 8017
County Sangamon
Job No. C-96-077-25
Parcel No. 21-12.0-227-002TE
P.I.N. No. 21-12.0-227-002
Section 05-00446-00-PV
Project No. CFH1(916)
Station 103+87.28 to
Station 107+78.88
Contract No. 93838
Catalog No.

MORTGAGEE'S CONSENT TO TEMPORARY CONSTRUCTION EASEMENT
(Corporation)

Hickory Point Bank and Trust ("Mortgagee") is the holder of a certain mortgage executed by Niemann Holdings, LLC, an Illinois limited liability company ("Mortgagor"), dated December 19, 2024, recorded on N/A as Document No. N/A in the Office of the Recorder/Recorder of Deeds of Sangamon County, Illinois ("Mortgage").

Mortgagee acknowledges that Mortgagor intends to grant a Temporary Construction Easement to the City of Springfield, Illinois over, upon and across a portion of the property subject to the Mortgage located in Sangamon County, Illinois and legally described as follows:

See attached legal description.

Mortgagee, in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, consents to and subordinates its rights under the Mortgage to the Temporary Construction Easement.

Dated this 7th day of October, 2025.

Hickory Point Bank and Trust
Corporation Name

By: [Signature]
Signature

Robert T. Mizeur, SVP
Print Name and Title

ATTEST:

By: [Signature]
Signature

Kevin E. Schultz SVP
Print Name and Title

State of Illinois)
County of Saugamon) ss

This instrument was acknowledged before me on October 7, 2025, by
Robert T. Mizeur, as Senior Vice President
and Kevin E. Schultz, as Senior Vice President
of Hickory Point Bank and Trust.

(SEAL)



[Signature]
Notary Public

My Commission Expires: June 16, 2029

This instrument was prepared by and return to:

City of Springfield
Office of Public Works
Room 201, Municipal Center West
Springfield, IL 62701

TEMPORARY EASEMENT DESCRIPTION

CITY OF SPRINGFIELD
SANGAMON COUNTY
STA. 103+87.28 TO STA. 107+78.88 (WEST WHITE OAKS DRIVE)
NIEMANN HOLDINGS, LLC, AN ILLINOIS LIMITED LIABILITY
COMPANY 21-12-227-002

Part of Lot 3 in White Oaks West First Addition in the Northeast Quarter of Section 12, Township 15 North, Range 6 West of the Third Principal Meridian in Sangamon County, Illinois further described as:

Commencing at an iron pin at the northwest corner of said Lot 3, said point being on the easterly right of way of line of W. White Oaks Drive; thence North 89 degrees 24 minutes 11 seconds East 20.99 feet along the north line of said Lot 3 to the point of beginning; thence continuing on said north line North 89 degrees 24 minutes 11 seconds East 4.00 feet; thence South 00 degrees 42 minutes 18 seconds East 165.63 feet; thence South 03 degrees 26 minutes 10 seconds East 82.97 feet; thence South 83 degrees 49 minutes 58 seconds West 5.00 feet; thence South 09 degrees 33 minutes 09 seconds East 130.32 feet; thence South 89 degrees 30 minutes 27 seconds West 7.00 feet; thence North 18 degrees 39 minutes 52 seconds West 35.65 feet; thence North 00 degrees 56 minutes 36 seconds West 34.90 feet; thence North 09 degrees 50 minutes 13 seconds West 91.67 feet; thence North 25 degrees 10 minutes 01 second West 26.87 feet to the easterly curved right of way line of West White Oaks Drive; thence along said easterly right of way on a curve to the right with a radius of 909.31 feet through a central angle of 02 degrees 33 minutes 05 seconds having a chord distance of 40.49 feet bearing North 01 degree 24 minutes 00 seconds West an arc distance of 40.49 feet; thence North 00 degrees 35 minutes 49 seconds West 59.60 feet along said easterly right of way line; thence North 89 degrees 17 minutes 42 seconds East 21.17 feet; thence North 00 degrees 42 minutes 18 seconds West 93.89 feet to the point of beginning containing 0.115 acres (5,015 square feet).

Owner Niemann Holdings, LLC, an
Illinois limited liability
company
Address 3001 South Veterans Parkway
Springfield, IL 62704
Route FAU 8050 with FAU 8017
County Sangamon
Job No. C-96-077-25
Parcel No. 21-12.0-227-002A & B
P.I.N. No. 21-12.0-227-002
Section 05-00446-00-PV
Project No. CFH1(916)
Station 106+85.00 to 107+78.93 (A)
Station 103+33.35 to 105+83.97 (B)
Contract No. 93838
Catalog No.

PARTIAL RELEASE OF MORTGAGE
(Corporation)

Hickory Point Bank and Trust, (Mortgagee), the holder of that certain mortgage ("Mortgage") executed by Niemann Holdings, LLC, an Illinois limited liability company, dated December 19, 2024, recorded on N/A as Document No. N/A in the Office of the Recorder/Recorder of Deeds of Sangamon County, Illinois, having been requested to release a portion of the estate granted to the Mortgagee under said Mortgage, for and in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, conveys, releases and quitclaims unto City of Springfield, Illinois, all the estate, title and interest acquired by Mortgagee under the Mortgage to the property situated in Sangamon County, Illinois and legally described as follows:

See attached legal description.(s), which is made a part hereof

The remaining property described in the Mortgage shall continue to be held under the terms thereof.

Dated this 7th day of October, 2025.

Hickory Point Bank and Trust

Name of Mortgagee

By: [Signature]
Signature

Robert T. Mizew, SVP
Print Name and Title

ATTEST:

By: [Signature]
Signature

Kevin E. Schultz SVP
Print Name and Title

State of Illinois)
County of Sangamon) ss

This instrument was acknowledged before me on October 7, 2025, by
Robert T. Mizew, as Senior Vice President
and Kevin E. Schultz, as Senior Vice President
of Hickory Point Bank and Trust.

(SEAL)



[Signature]
Notary Public

My Commission Expires: June 16, 2029

Prepared by:

City of Springfield
Office of Public Works
Room 201, Municipal Center West
Springfield, IL 62701

Return to:

City of Springfield
Office of Public Works
Room 201, Municipal Center West
Springfield, IL 62701

PARCEL A - RIGHT OF WAY DESCRIPTION

CITY OF SPRINGFIELD

SANGAMON COUNTY

STA. 106+85.00 TO STA. 107+78.93 (WEST WHITE OAKS DRIVE)

NIEMANN HOLDINGS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

21-12-227-002

Part of Lot 3 in White Oaks West First Addition in the Northeast Quarter of Section 12, Township 15 North, Range 6 West of the Third Principal Meridian in Sangamon County, Illinois further described as:

Beginning at an iron pin at the northwest corner of said Lot 3, said point being on the easterly right of way line of W. White Oaks Drive; thence North 89 degrees 24 minutes 11 seconds East 20.99 feet along the north line of said Lot 3; thence South 00 degrees 42 minutes 18 seconds East 93.89 feet; thence South 89 degrees 17 minutes 42 seconds West 21.17 feet to said easterly right of way line; thence North 00 degrees 35 minutes 49 seconds West 93.93 feet along said easterly right of way line to the point of beginning containing 0.045 acres (1,979 square feet).

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

Bearings and distances are based on the Illinois State Plane Coordinate System NAD83 (2011) - West Zone.

PARCEL B - RIGHT OF WAY DESCRIPTION

CITY OF SPRINGFIELD

SANGAMON COUNTY

STA. 103+33.35 TO STA. 105+83.97 (WEST WHITE OAKS DRIVE)

NIEMANN HOLDINGS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

21-12-227-002

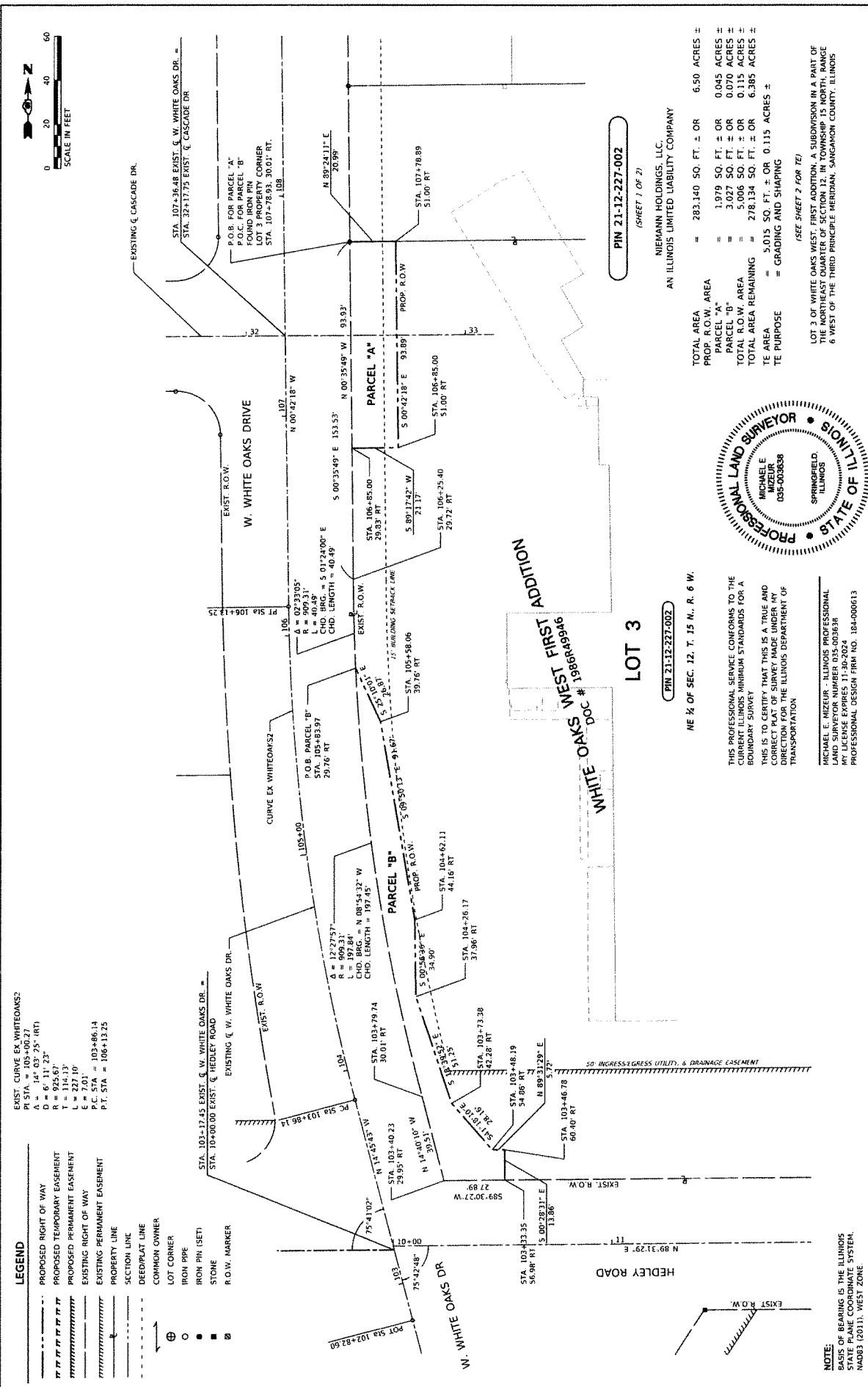
Part of Lot 3 in White Oaks West First Addition in the Northeast Quarter of Section 12, Township 15 North, Range 6 West of the Third Principal Meridian in Sangamon County, Illinois further described as:

Commencing at an iron pin at the northwest corner of said Lot 3, said point being on the easterly right of way of line of W. White Oaks Drive; thence South 00 degrees 35 minutes 49 seconds East 153.53 feet along said easterly right of way line to a point of curvature; thence continuing along said easterly right of way line on a curve to the left with a radius of 909.31 feet through a central angle of 02 degrees 33 minutes 05 seconds having a chord distance of 40.49 feet bearing South 01 degree 24 minutes 00 seconds East an arc distance of 40.49 feet to the point of beginning; thence South 25 degrees 10 minutes 01 seconds East 26.87 feet; thence South 09 degrees 50 minutes 13 seconds East 91.67 feet; thence South 00 degrees 56 minutes 36 seconds East 34.90 feet; thence South 18 degrees 39 minutes 52 seconds East 51.25 feet; thence South 41 degrees 18 minutes 10 seconds East 28.16 feet; thence North 89 degrees 31 minutes 29 seconds East 5.72 feet; thence South 00 degrees 28 minutes 31 seconds East 13.86 feet to the south line of said Lot 3, said point being on the northerly right of way line of Hedley Road; thence South 89 degrees 30 minutes 27 seconds West 27.89 feet along said northerly right of way line to the southwest corner of said Lot 3, said point being the intersection with the easterly right of way line of W. White Oaks Drive; thence North 14 degrees 40 minutes 10 seconds West 39.51 feet along said easterly right of way line to a point of curvature; thence continuing along said easterly right of way line on a curve to the right with a radius of 909.31 feet through a central angle of 12 degrees 27 minutes 57 seconds having a chord distance of 197.45 feet bearing North 08 degrees 54 minutes 32 seconds West an arc distance of 197.84 feet to the point of beginning containing 0.070 acres (3,027 square feet).

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

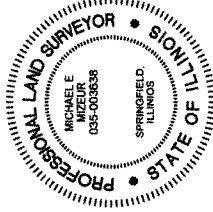
Bearings and distances are based on the Illinois State Plane Coordinate System NAD83 (2011) - West Zone.

2026-258



EXIST. CURVE EX. WHITEOAKS:
 STA. 103+17.45 EXIST. & W. WHITE OAKS DR. =
 A = 14° 03' 25" (RT)
 D = 6' 11" 23"
 R = 925.67'
 T = 114.13'
 L = 277.10'
 P.C. STA = 103+86.14
 P.T. STA = 104+13.25

- LEGEND**
- PROPOSED RIGHT OF WAY
 - PROPOSED TEMPORARY EASEMENT
 - PROPOSED PERMANENT EASEMENT
 - EXISTING RIGHT OF WAY
 - EXISTING PERMANENT EASEMENT
 - PROPERTY LINE
 - SECTION LINE
 - DEED/PLAT LINE
 - COMMON OWNER
 - LOT CORNER
 - IRON PIPE
 - IRON PIN (SET)
 - STONE
 - P.O.V. MARKER



NE 1/4 OF SEC. 12, T. 15 N., R. 6 W.
 PIN 21-12-227-002
 THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS SURVEYING STANDARDS FOR A BOUNDARY SURVEY.
 THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT OF SURVEY MADE UNDER MY DIRECTION FOR THE ILLINOIS DEPARTMENT OF TRANSPORTATION.
 MICHAEL E. MIZER, ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 035-003638
 MY LICENSE EXPIRES 11-30-2024
 PROFESSIONAL DESIGN FIRM NO. 184-000613

AN ILLINOIS LIMITED LIABILITY COMPANY
 NIEMANN HOLDINGS, LLC
 (SHEET 1 OF 2)
 PIN 21-12-227-002
 TOTAL AREA = 283.140 SQ. FT. ± OR 6.50 ACRES ±
 PROP. R.O.W. AREA = 1.979 SQ. FT. ± OR 0.045 ACRES ±
 PARCEL "A" = 3.027 SQ. FT. ± OR 0.070 ACRES ±
 PARCEL "B" = 5.006 SQ. FT. ± OR 0.115 ACRES ±
 TOTAL R.O.W. AREA = 278.134 SQ. FT. ± OR 6.385 ACRES ±
 TOTAL AREA REMAINING = 5.015 SQ. FT. ± OR 0.115 ACRES ±
 TOTAL AREA = GRADING AND SHAPING
 (SEE SHEET 2 FOR T&E)

COUNTY SANGAMON JOB # PROJECT # SHEET NO. 1 OF 2 SHEETS STA. 103+33.35 TO STA. 107+78.89 CONTRACT NO.	SECTION T. 15N., R. 6W. OF 3RD P.M.	ROUTE SEC. 12 SCALE: 1" = 40'
	CITY OF SPRINGFIELD, ILLINOIS RIGHT-OF-WAY PLAT	
DESIGNED DRAWN CHECKED DATE	REVISIONS REVISION REVISION REVISION	DATE DATE DATE DATE



NOTE:
 BASIS OF BEARING IS THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD83 (2011), WEST ZONE.

Owner Westgate SC LLC
Address 3001 South Veterans Parkway
Springfield, IL 62704
Route FAU 8050 with FAU 8017
County Sangamon
Job No. C-96-077-25
Parcel No. 21-12.0-227-002A & B
P.I.N. No. 21-12.0-227-002
Section 05-00446-00-PV
Project No. CFH1(916)
Station 106+85.00 to 107+78.93 A
Station 103+33.35 to 105+83.97 B
Contract No. 93838
Catalog No.

QUITCLAIM DEED
(Limited Liability Company) (Non-Freeway)

Westgate SC LLC, duly organized and existing under and by virtue of the laws of the State of Delaware and duly authorized to transact business under the Statutes of the State of Illinois, (Grantor), for and in consideration of One Dollars (\$1.00), receipt of which is hereby acknowledged, and pursuant to authority given by the Members of said Limited Liability Company, conveys and quitclaims to the City of Springfield, Illinois, (Grantee), all existing legal and equitable rights of the Grantor, including, without limitation, any after-acquired title, in and to the following described real estate situated in the County of Sangamon in the State of Illinois, to-wit:

See attached legal description(s), which is made a part here of.

The Grantor, without limiting the interest above granted and conveyed, does hereby acknowledge that upon payment of the agreed consideration all claims arising out of the above acquisition have been settled, including any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the above-described premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

Dated this 18 day of March, 2026.

WESTGATE SC, LLC
Limited Liability Company Name

By: [Signature]
Signature

ERIC GONSHER MANAGER
Print Name and Title

ATTEST:

By: [Signature]
Signature

RAVIN GRAHAM, Sr. Prop. Mgr.
Print Name and Title

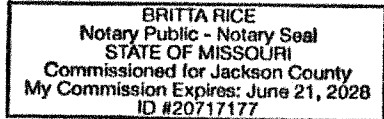
State of MISSOURI

County of JACKSON

)
) ss
)

This instrument was acknowledged before me on March 18, 2026, by
Eric Gonsker, as manager
and Ravin Graham, as Sr. Prop. mgr.
of Westgate SC, LLC.

(SEAL)



[Signature]
Notary Public

My Commission Expires: 6-21-28

Exempt under 35 ILCS 200/31-45(b), Real Estate Transfer Tax Law.

_____ Date

_____ Buyer, Seller or Representative

This instrument was prepared by and after recording, mail this instrument and future tax bills to:

City of Springfield, Illinois
Office of Public Works
Room 201, Municipal Center West
Springfield, IL 62701

PARCEL A - RIGHT OF WAY DESCRIPTION

CITY OF SPRINGFIELD

SANGAMON COUNTY

STA. 106+85.00 TO STA. 107+78.93 (WEST WHITE OAKS DRIVE)

NIEMANN HOLDINGS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

21-12-227-002

Part of Lot 3 in White Oaks West First Addition in the Northeast Quarter of Section 12, Township 15 North, Range 6 West of the Third Principal Meridian in Sangamon County, Illinois further described as:

Beginning at an iron pin at the northwest corner of said Lot 3, said point being on the easterly right of way line of W. White Oaks Drive; thence North 89 degrees 24 minutes 11 seconds East 20.99 feet along the north line of said Lot 3; thence South 00 degrees 42 minutes 18 seconds East 93.89 feet; thence South 89 degrees 17 minutes 42 seconds West 21.17 feet to said easterly right of way line; thence North 00 degrees 35 minutes 49 seconds West 93.93 feet along said easterly right of way line to the point of beginning containing 0.045 acres (1,979 square feet).

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

Bearings and distances are based on the Illinois State Plane Coordinate System NAD83 (2011) - West Zone.

PARCEL B - RIGHT OF WAY DESCRIPTION

CITY OF SPRINGFIELD

SANGAMON COUNTY

STA. 103+33.35 TO STA. 105+83.97 (WEST WHITE OAKS DRIVE)

NIEMANN HOLDINGS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

21-12-227-002

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Bearings and distances are based on the Illinois State Plane Coordinate System NAD83 (2011) - West Zone.

Owner Niemann Holdings, LLC, an
Illinois limited liability
company
Address 3001 South Veterans Parkway
Springfield, IL 62704
Route FAU 8050 with FAU 8017
County Sangamon
Job No. C-96-077-25
Parcel No. 21-12.0-227-002TE
P.I.N. No. 21-12.0-227-002
Section 05-00446-00-PV
Project No. CFH1(916)
Station 103+87.28 to
Station 107+78.88
Contract No. 93838
Catalog No.

EASEMENT HOLDER'S CONSENT TO TEMPORARY CONSTRUCTION EASEMENT
(Limited Liability Company)

Westgate SC LLC, ("Easement Holder") holds certain rights and interests, including but not limited to easement interests, in real property (the "Premises"), as set forth in that certain Construction, Operation and Reciprocal Easement Agreement dated December 31, 1986 and recorded on December 31, 1986 in the Office of the Recorder of Deeds of Sangamon County, Illinois as Document No. 1986R19949 the first amendment to easement agreement, dated March 14, 1986, recorded March 19, 1986, as Document No. 1986R16314C ("Easement Agreement") and as set forth in that certain Amendment to Construction, Operation and Reciprocal Easement Agreement dated April 6, 1987 and recorded on April 7, 1987 in the Office of the Recorder of Deeds of Sangamon County, Illinois as Document No. 1987R61106 ("Easement Agreement") and as set forth in that certain Second Amendment to Construction, Operation and Reciprocal Easement Agreement dated January 16, 2020 and recorded on April 8, 2020 in the Office of the Recorder of Deeds of Sangamon County, Illinois as Document No. 2020R07284 ("Easement Agreement").

The current owner of the Premises intends to grant to the City of Springfield, Illinois a Temporary Construction Easement dated September 17, 2025 over, upon and across a portion of the Premises legally described as follows:

See attached legal description.

In order for the City of Springfield, Illinois to proceed with this acquisition, Easement Holder must consent to the Temporary Construction Easement.

Easement Holder, having been requested to consent to the Temporary Construction Easement, for and in consideration of the sum of ONE Dollars (\$1.00), the receipt whereof is hereby acknowledged, and pursuant to the authority given by the members of said company, hereby consents to the creation of the easement set forth in the Temporary Construction Easement and agrees to comply with the terms of the Temporary Construction Easement.

The remaining property described in the Easement Agreement shall continue to be held under the terms thereof.

Dated this 18 day of March, 2026.

WESTGATE SC, LLC

Company Name

By:

[Signature]

Signature

ERIC ETONSITER MANAGER

Print Name and Title

State of MISSOURI

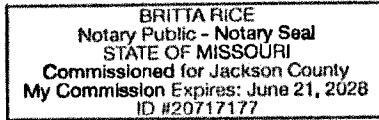
County of JACKSON

)
) ss
)

This instrument was acknowledged before me on MARCH 18, 2026, by

Eric bousher, as manager
of westgate sc, llc

(SEAL)



[Signature]

Notary Public

My Commission Expires:

6-21-28

This instrument was prepared by and return to:

City of Springfield, Illinois
Office of Public Works
Room 201, Municipal Center West
Springfield, IL 62701

TEMPORARY EASEMENT DESCRIPTION

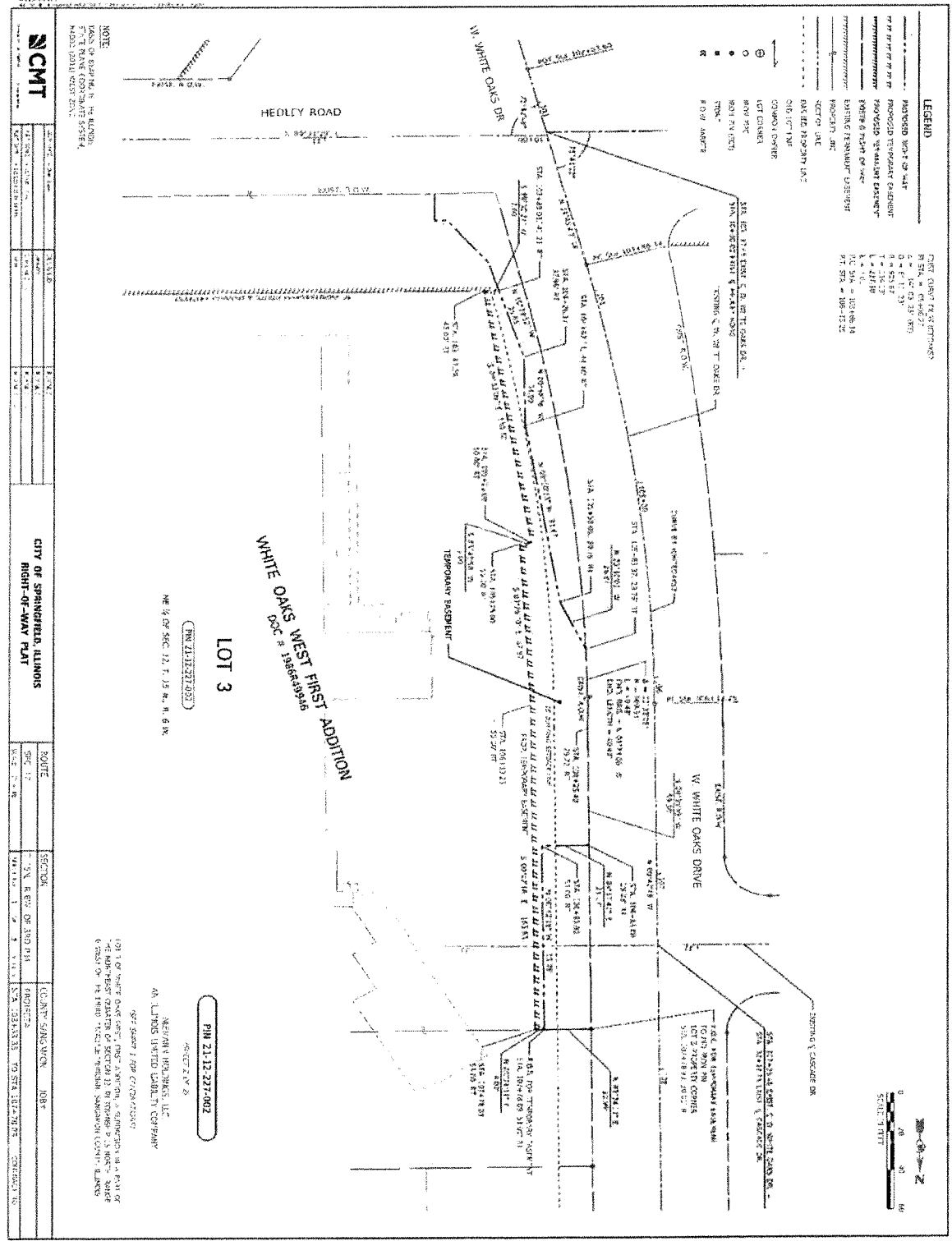
CITY OF SPRINGFIELD
SANGAMON COUNTY
STA. 103+87.28 TO STA. 107+78.88 (WEST WHITE OAKS DRIVE)
NIEMANN HOLDINGS, LLC, AN ILLINOIS LIMITED LIABILITY
COMPANY 21-12-227-002

Part of Lot 3 in White Oaks West First Addition in the Northeast Quarter of Section 12,
Township 15 North, Range 6 West of the Third Principal Meridian in Sangamon County,
Illinois further described as:

Commencing at an iron pin at the northwest corner of said Lot 3, said point being on the
easterly right of way of line of W. White Oaks Drive; thence North 89 degrees 24 minutes
11 seconds East 20.99 feet along the north line of said Lot 3 to the point of beginning; thence
continuing on said north line North 89 degrees 24 minutes 11 seconds East 4.00 feet; thence
South 00 degrees 42 minutes 18 seconds East 165.63 feet; thence South 03 degrees 26
minutes 10 seconds East
82.97 feet; thence South 83 degrees 49 minutes 58 seconds West 5.00 feet; thence South 09
degrees 33 minutes 09 seconds East 130.32 feet; thence South 89 degrees 30 minutes 27 seconds
West 7.00 feet; thence North 18 degrees 39 minutes 52 seconds West 35.65 feet; thence North 00
degrees 56 minutes 36 seconds West 34.90 feet; thence North 09 degrees 50 minutes 13
seconds West 91.67 feet; thence North 25 degrees 10 minutes 01 second West 26.87 feet to
the easterly curved right of way line of West White Oaks Drive; thence along said easterly
right of way on a curve to the right with a radius of 909.31 feet through a central angle of 02
degrees 33 minutes 05 seconds having a chord distance of 40.49 feet bearing North 01 degree
24 minutes 00 seconds West an arc distance of 40.49 feet; thence North 00 degrees 35
minutes 49 seconds West 59.60 feet along said easterly right of way line; thence North 89
degrees 17 minutes 42 seconds East
21.17 feet; thence North 00 degrees 42 minutes 18 seconds West 93.89 feet to the point of
beginning containing 0.115 acres (5,015 square feet).

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

Bearings and distances are based on the Illinois State Plane Coordinate System NAD83
(2011) - West Zone.



2020-258



PTAX-203 Illinois Real Estate Transfer Declaration

Step 1: Identify the property and sale information.

1 3001 VETERANS PKY
 Street address of property (or 911 address, if available)

SPRINGFIELD 62704-0000
 City or village ZIP

Capital
 Township

2 Enter the total number of parcels to be transferred. 1

3 Enter the primary parcel identifying number and lot size or acreage

21-12-0227-002	5006	Sq. Feet	Yes
Primary PIN	Lot size or acreage	Unit	Split Parcel

4 Date of instrument: 6/25/2025
 Date

5 Type of instrument (Mark with an "X."): Warranty deed
 Quit claim deed Executor deed Trustee deed
 Beneficial interest Other (specify):

6 Yes No Will the property be the buyer's principal residence?

7 Yes No Was the property advertised for sale?
 (i.e., media, sign, newspaper, realtor)

8 Identify the property's current and intended primary use.

Current	Intended
a <input type="checkbox"/>	<input type="checkbox"/> Land/lot only
b <input type="checkbox"/>	<input type="checkbox"/> Residence (single-family, condominium, townhome, or duplex)
c <input type="checkbox"/>	<input type="checkbox"/> Mobile home residence
d <input type="checkbox"/>	<input type="checkbox"/> Apartment building (6 units or less) No. of units: _____
e <input type="checkbox"/>	<input type="checkbox"/> Apartment building (over 6 units) No. of units: _____
f <input type="checkbox"/>	<input type="checkbox"/> Office
g <input checked="" type="checkbox"/>	<input type="checkbox"/> Retail establishment
h <input type="checkbox"/>	<input type="checkbox"/> Commercial building (specify):
i <input type="checkbox"/>	<input type="checkbox"/> Industrial building
j <input type="checkbox"/>	<input type="checkbox"/> Farm
k <input type="checkbox"/>	<input checked="" type="checkbox"/> Other (specify): <u>ROUNABOUT STREET</u>

9 Identify any significant physical changes in the property since January 1 of the previous year and enter the date of the change. Date of significant change: _____

<input type="checkbox"/> Demolition/damage	<input type="checkbox"/> Additions	<input type="checkbox"/> Major remodeling
<input type="checkbox"/> New construction	<input type="checkbox"/> Other (specify):	

10 Identify only the items that apply to this sale.

- a Fulfillment of installment contract year contract initiated : _____
- b Sale between related individuals or corporate affiliates
- c Transfer of less than 100 percent interest
- d Court-ordered sale
- e Sale in lieu of foreclosure
- f Condemnation
- g Short sale
- h Bank REO (real estate owned)
- i Auction sale
- j Seller/buyer is a relocation company
- k Seller/buyer is a financial institution or government agency
- l Buyer is a real estate investment trust
- m Buyer is a pension fund
- n Buyer is an adjacent property owner
- o Buyer is exercising an option to purchase
- p Trade of property (simultaneous)
- q Sale-leaseback
- r Other (specify):
- s Homestead exemptions on most recent tax bill:

1 General/Alternative	0.00
2 Senior Citizens	0.00
3 Senior Citizens Assessment Freeze	0.00

Step 2: Calculate the amount of transfer tax due.

Note: Round Lines 11 through 18 to the next highest whole dollar. If the amount on Line 11 is over \$1 million and the property's current use on Line 8 above is marked "e," "f," "g," "h," "i," or "k," complete Form PTAX-203-A, Illinois Real Estate Transfer Declaration Supplemental Form A. If you are recording a beneficial interest transfer, do not complete this step. Complete Form PTAX-203-B, Illinois Real Estate Transfer Declaration Supplemental Form B.

11 Full actual consideration	11	59,600.00
12a Amount of personal property included in the purchase	12a	0.00

2026-253



Declaration ID: 20250608418174

Status: Declaration Submitted

State/County Stamp: Not Issued

Document No.: Not Recorded

12b	Was the value of a mobile home included on Line 12a?	12b	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
13	Subtract Line 12a from Line 11. This is the net consideration for real property	13	59,600.00	
14	Amount for other real property transferred to the seller (in a simultaneous exchange) as part of the full actual consideration on Line 11	14	0.00	
15	Outstanding mortgage amount to which the transferred real property remains subject	15	0.00	
16	If this transfer is exempt, identify the provision.	16	<input checked="" type="checkbox"/> b	<input type="checkbox"/> k <input type="checkbox"/> m
17	Subtract Lines 14 and 15 from Line 13. This is the net consideration subject to transfer tax.	17	0.00	
18	Divide Line 17 by 500. Round the result to the next highest whole number (e.g., 61.002 rounds to 62)	18	0.00	
19	Illinois tax stamps — multiply Line 18 by 0.50.	19	0.00	
20	County tax stamps — multiply Line 18 by 0.25.	20	0.00	
21	Add Lines 19 and 20. This is the total amount of transfer tax due	21	0.00	

Step 3: Enter the legal description from the deed. Enter the legal description from the deed.

PARCEL A - RIGHT OF WAY DESCRIPTION

CITY OF SPRINGFIELD

SANGAMON COUNTY

STA. 106+85.00 TO STA. 107+78.93 (WEST WHITE OAKS DRIVE)

21-12-227-002

PART OF LOT 3 IN WHITE OAKS WEST FIRST ADDITION IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 15 NORTH, RANGE 6 WEST OF THE THIRD PRINCIPAL MERIDIAN IN SANGAMON COUNTY, ILLINOIS FURTHER DESCRIBED AS: BEGINNING AT AN IRON PIN AT THE NORTHWEST CORNER OF SAID LOT 3, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF W. WHITE OAKS DRIVE; THENCE NORTH 89 DEGREES 24 MINUTES 11 SECONDS EAST 20.99 FEET ALONG THE NORTH LINE OF SAID LOT 3; THENCE SOUTH 00 DEGREES 42 MINUTES 18 SECONDS EAST 93.89 FEET; THENCE SOUTH 89 DEGREES 17 MINUTES 42 SECONDS WEST 21.17 FEET TO SAID EASTERLY RIGHT OF WAY LINE; THENCE NORTH 00 DEGREES 35 MINUTES 49 SECONDS WEST 93.93 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING CONTAINING 0.045 ACRES (1,979 SQUARE FEET).

THE SAID REAL ESTATE BEING ALSO SHOWN BY THE PLAT HERETO ATTACHED AND MADE A PART HEREOF. BEARINGS AND DISTANCES ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM NAD83 (2011) - WEST ZONE.

PARCEL B - RIGHT OF WAY DESCRIPTION

CITY OF SPRINGFIELD

SANGAMON COUNTY

STA. 103+33.35 TO STA. 105+83.97 (WEST WHITE OAKS DRIVE)

21-12-227-002

PART OF LOT 3 IN WHITE OAKS WEST FIRST ADDITION IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 15 NORTH, RANGE 6 WEST OF THE THIRD PRINCIPAL MERIDIAN IN SANGAMON COUNTY, ILLINOIS FURTHER DESCRIBED AS:

COMMENCING AT AN IRON PIN AT THE NORTHWEST CORNER OF SAID LOT 3, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF W. WHITE OAKS DRIVE; THENCE SOUTH 00 DEGREES 35 MINUTES 49 SECONDS EAST 153.53 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE ON A CURVE TO THE LEFT WITH A RADIUS OF 909.31 FEET THROUGH A CENTRAL ANGLE OF 02 DEGREES 33 MINUTES 05 SECONDS HAVING A CHORD DISTANCE OF 40.49 FEET BEARING SOUTH 01 DEGREE 24 MINUTES 00 SECONDS EAST AN ARC DISTANCE OF 40.49 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 25 DEGREES 10 MINUTES 01 SECONDS EAST 26.87 FEET; THENCE SOUTH 09 DEGREES 50 MINUTES 13 SECONDS EAST 91.67 FEET; THENCE SOUTH 00 DEGREES 56 MINUTES 36 SECONDS EAST 34.90 FEET; THENCE SOUTH 18 DEGREES 39 MINUTES 52 SECONDS EAST 51.25 FEET; THENCE SOUTH 41 DEGREES 18 MINUTES 10 SECONDS EAST 28.16 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 29 SECONDS EAST 5.72 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 31 SECONDS EAST 13.86 FEET TO THE SOUTH LINE OF SAID LOT 3, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF HEDLEY ROAD; THENCE SOUTH 89 DEGREES 30 MINUTES 27 SECONDS WEST 27.89 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE TO THE SOUTHWEST CORNER OF SAID LOT 3, SAID POINT BEING THE INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF W. WHITE OAKS DRIVE; THENCE NORTH 14 DEGREES 40 MINUTES 10 SECONDS WEST 39.51 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE ON A CURVE TO THE RIGHT WITH A RADIUS OF 909.31 FEET THROUGH A CENTRAL ANGLE OF 12 DEGREES 27 MINUTES 57 SECONDS HAVING A CHORD DISTANCE OF 197.45 FEET BEARING NORTH 08 DEGREES 54 MINUTES 32 SECONDS WEST AN ARC DISTANCE OF 197.84 FEET TO THE POINT OF BEGINNING CONTAINING 0.070 ACRES (3,027 SQUARE FEET).

THE SAID REAL ESTATE BEING ALSO SHOWN BY THE PLAT HERETO ATTACHED AND MADE A PART HEREOF. BEARINGS AND DISTANCES ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM NAD83 (2011) - WEST ZONE.



Declaration ID: 20250608418174
Status: Declaration Submitted
Document No.: Not Recorded

State/County Stamp: Not Issued

Step 4: Complete the requested information.

The buyer and seller (or their agents) hereby verify that to the best of their knowledge and belief, the full actual consideration and facts stated in this declaration are true and correct. If this transaction involves any real estate located in Cook County, the buyer and seller (or their agents) hereby verify that to the best of their knowledge, the name of the buyer shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois. Any person who willfully falsifies or omits any information required in this declaration shall be guilty of a Class B misdemeanor for the first offense and a Class A misdemeanor for subsequent offenses. Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

Seller Information

NIEMANN HOLDINGS, LLC

Seller's or trustee's name _____ Seller's trust number (if applicable - not an SSN or FEIN) _____
 1501 N 12TH ST _____ QUINCY _____ IL _____ 62301-1916
 Street address (after sale) _____ City _____ State _____ ZIP _____
 217-221-5661 _____ USA _____
 Seller's daytime phone _____ Phone extension _____ Country _____

Under penalties of perjury, I state that I have examined the information contained on this document, and, to the best of my knowledge, it is true, correct, and complete.

Buyer Information

CITY OF SPRINGFIELD ILLINOIS

Buyer's or trustee's name _____ Buyer's trust number (if applicable - not an SSN or FEIN) _____
 222 N 17TH ST RM 201 _____ SPRINGFIELD _____ IL _____ 62702-5754
 Street address (after sale) _____ City _____ State _____ ZIP _____
 217-789-2255 _____ USA _____
 Buyer's daytime phone _____ Phone extension _____ Country _____

Under penalties of perjury, I state that I have examined the information contained on this document, and, to the best of my knowledge, it is true, correct, and complete.

Mail tax bill to:

CITY OF SPRINGFIELD ILLINOIS _____ 222 N 17TH ST RM 201 _____ SPRINGFIELD _____ IL _____ 62702-5754
 Name or company _____ Street address _____ City _____ State _____ ZIP _____
 USA _____
 Country _____

Preparer Information

KIMBERLY AKERS - SCHMIEDESKAMP, ROBERTSON, NEU & MITCHELL

Preparer and company name _____ Preparer's file number (if applicable) _____ Escrow number (if applicable) _____
 525 JERSEY ST _____ QUINCY _____ IL _____ 62301-3926
 Street address _____ City _____ State _____ ZIP _____
 kakers@srm.com _____ 217-223-3030 _____ 130 _____ USA
 Preparer's email address (if available) _____ Preparer's daytime phone _____ Phone extension _____ Country _____

Under penalties of perjury, I state that I have examined the information contained on this document, and, to the best of my knowledge, it is true, correct, and complete.

Identify any required documents submitted with this form. (Mark with an "X.") _____ Extended legal description _____ Form PTAX-203-A
 _____ Itemized list of personal property _____ Form PTAX-203-B

To be completed by the Chief County Assessment Officer

1 _____
 County _____ Township _____ Class _____ Cook-Minor _____ Code 1 _____ Code 2 _____

2 Board of Review's final assessed value for the assessment year prior to the year of sale. _____

3 Year prior to sale _____

4 Does the sale involve a mobile home assessed as real estate? _____ Yes _____ No

2020-058



Declaration ID: 20250608418174
Status: Declaration Submitted
Document No.: Not Recorded

State/County Stamp: Not Issued

Land	_____	5	Comments
Buildings	_____		
Total	_____		
Illinois Department of Revenue Use		Tab number	

ORDINANCE FACT SHEET

REQUEST FORM NO: 26-33
DATE OF 1ST READING: 5/19/2026

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom
PHONE NUMBER: 789-2255

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

TYPE OF ORDINANCE: Real Estate FISCAL IMPACT: \$ 85,700.00
(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING THE PURCHASE OF REAL ESTATE BETWEEN THE CITY OF SPRINGFIELD AND NIEMANN HOLDINGS, LLC IN AN AMOUNT NOT TO EXCEED \$85,700.00 FOR THE OFFICE OF PUBLIC WORKS.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)
affidavit of title receipt of conveyance documents & disbursement statementer
signed warranty deed
signed temporary easement

CONTRACTOR / VENDOR NAME: Niemann Holdings, LLC VENDOR NO:

CONTRACT TERM: completion CONTRACT # Change in Scope Yes [] No [X]

CONTRACT AMOUNT: \$85,700.00 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: Is Purchasing Agent approval attached? No [] Yes [X]
Low Evaluated Bid Code Provision:

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

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

Table with 6 columns: Fund, Agency, Org, Activity, Object, Amount. Row 1: 041, 110, GAST, STRS, 2301, \$ 85,700.00.

FUNDS CHECK BY: Date: 5/14/2026
DIRECTOR / SUPERVISOR SIGNATURE Date: 4 MAY 26
CITY PURCHASING AGENT: Date: 5/15/2026

COMMENTS

This ordinance is for the purchase of a portion of a parcel and temporary construction easement located at 3001 South Veterans Parkway. The purchase of said real estate is for public purposes, specifically associated with the Hedley Road and West White Oaks Drive Safety Improvements.

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

AN ORDINANCE AUTHORIZING THE PURCHASE OF REAL ESTATE BETWEEN THE CITY OF SPRINGFIELD AND PANERA, L.C., LOCATED AT 3101 WEST WHITE OAKS DRIVE, ASSOCIATED WITH HEDLEY ROAD AND WEST WHITE OAKS DRIVE SAFETY IMPROVEMENTS, IN AN AMOUNT NOT TO EXCEED \$50,000.00, 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, Panera, L.C., owns real estate located at 3101 West White Oaks Drive in Sangamon County; and

WHEREAS, the City of Springfield, through the Office of Public Works, desires to purchase a portion of a parcel and temporary construction easement of said real estate in the amount of \$50,000.00 for public purposes specifically associated with the Hedley Road and West White Oaks Drive Safety Improvements as summarized on the Transaction Summary attached as Exhibit A; and

WHEREAS, it is necessary to authorize \$50,000.00 for purchase of real estate located at 3101 West White Oaks Drive, in compliance with the federal Uniform Relocation Act; and

WHEREAS, a copy of the necessary documents for purchasing the property 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 a contract with Panera, L.C., to purchase a portion of a parcel and temporary construction easement of real estate located at 3101 West White Oaks Drive, for an amount not to exceed \$50,000.00, for public purposes specifically associated with the Hedley Road and West White Oaks Drive Safety Improvements. A copy of the Contract for Purchase shall be on file in the Office of the City Clerk.

Section 2: That after passage the Mayor and City Clerk are hereby authorized and directed to execute any documents on behalf of the City which may be necessary to complete the purchase of the property approved by this ordinance, provided that other terms and conditions of the purchase contract are fulfilled as summarized on attached Exhibit A.

Section 3: That upon proper documentation, the Office of Budget and Management is hereby directed to make payment of \$50,000.00 to Panera, L.C., for purchase of real property located at 3101 West White Oaks Drive, from account number 041-110-GAST-STRS-2301 in accordance with the purchase documents located in the Office of the City Clerk.

Section 4: That this ordinance shall become effective 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:


Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

Affidavit of Title

Owner Springfield Panera, L.C.,
Address a limited liability company
3101 West White Oaks Drive
Springfield, IL 62704
Route FAU 8012 with FAU 8050
Section 05-00446-00-PV
County Sangamon
Project CFH1(916)
Job No. C-96-077-25
Parcel No. 21-12.0-428-002A & B & TE1 & TE2
P.I.N. No. 21-12.0-428-002
Station 97+56.47
Station 99+21.15
Catalog No.
Contract No. 93838

State of Illinois)
County of Sangamon) ss.

I, Maurice Sinclair, Member/Manager of Springfield Panera, L.C., a limited liability company

being first duly sworn upon oath states as follows:

- 1. Affiant has personal knowledge of the facts averred herein.
2. [] There are no parties other than Grantor in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record.
[X] There are no parties other than Grantor and the parties listed below in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record: Panera, LLC

SEE ATTACHED EXHIBIT "A"

- 3. This affidavit is made to provide factual representation as a basis for the City of Springfield to accept a document of conveyance for the premises described in said conveyance, the premises being a portion of or all of the above described premises, from the record owners thereof.
4. The affiant has no knowledge of any driveway agreements, encroachments, overlaps, or boundary line disputes involving the premises to be conveyed.
5. The said premises described in Exhibit "A" are: (Check One)
[] Vacant and unimproved [] Agricultural and unimproved
[X] Improved and
(A) There have been no improvements made or contracted for on the premises within six (6) months immediately preceding the date of the affidavit, out of which a claim for a mechanic's lien could accrue or has accrued; and
(B) To the best of my knowledge all improvements now on the premises comply with all local building and zoning ordinances.

2026-259

- 6. There are no chattel mortgages, conditional sales contracts or financing statements existing on or in connection with the premises to be conveyed which are not shown by the public records.
- 7. There are no taxes or special assessments which are not shown as existing liens by the public records involving the premises described in Exhibit A.
- 8. Per 50 ILCS 105/3.1, the identities of all owners and beneficiaries having an interest in the premises to be conveyed are as follows (check applicable box(es) and complete information requested):

- Individual.** Individual owner of the property is: _____
- Nonprofit Organization.** There is no individual or other organization receiving distributable income from the organization.
- Public Organization, including units of local government.** There is no individual or other organization receiving distributable income from the organization
- Publicly-Traded Corporation.** There is no readily known shareholder entitled to receive more than 7-1/2% interest in the total distribution income of the corporation.
- Corporation, Partnership, Limited Liability Company.** Those entitled to receive more than 7-1/2% of the total distributable income of said entity are as follows:

	Name	Address
*1.	Maurice Sinclair	2208 560 th Ave., Melrose, IA 52569-8502
2.	Helen Sinclair	2208 560 th Ave., Melrose, IA 52569-8502
3.	_____	_____
4.	_____	_____

- Land Trust or Declaration of Trust.** The identity of each beneficiary of Grantor Trust is as follows:

	Name	Address	% of Interest
*1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

* IF THE INITIAL DISCLOSURES SHOW INTERESTS HELD BY ANOTHER CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, OR TRUST, THEN FURTHER DISCLOSURES SHOULD BE PROVIDED UNTIL THE NAMES OF INDIVIDUALS OWNING THE INTEREST IN THE ENTITY ARE DISCLOSED.

2026-259

Dated this 18th day of December, 2025

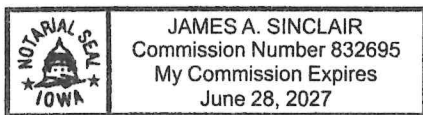
By: Maurice Sinclair
Signature

Maurice Sinclair, Member/Manager
Print Name and Title if applicable

State of Iowa)
County of Polk) ss

This instrument was acknowledged before me on December 18, 2025, by
Maurice Sinclair

(SEAL)



[Signature]
Notary Public
My Commission Expires: 6-28-27

NOTE: THIS AFFIDAVIT MAY BE EXECUTED AND ACKNOWLEDGED ON BEHALF OF THE RECORD OWNER(S) BY ANY **ONE** OF THE RECORD OWNERS, OFFICERS, MANAGERS, PARTNERS, OR TRUSTEES HAVING KNOWLEDGE OF THE FACTS IN THIS AFFIDAVIT.

Exhibit "A"
Legal Description

LOT 4 IN SOUTHWEST PLAZA, PLAT 2, ACCORDING TO THE PLAT THEREOF RECORDED MAY 16, 1988, AS DOCUMENT NO. E02680 IN THE RECORDER'S OFFICE OF SANGAMON COUNTY, ILLINOIS. SITUATED IN THE COUNTY OF SANGAMON AND THE STATE OF ILLINOIS.

PERMANENT TAX NUMBER(S): 21-12.0-428-002

Owner Springfield Panera, L.C., a
limited liability company
Address 3101 West White Oaks Drive
Springfield, IL 62704
Route FAU 8012 with FAU 8050
County Sangamon
Job No. C-96-077-25
Parcel No. 21-12.0-428-002A & B & TE1 & TE2
P.I.N. No. 21-12.0-428-002
Section 05-00446-00-PV
Project No. CFH1(916)
Station 97+56.47
Station 99+21.15
Contract No. 93838
Catalog No.

CERTIFIED RESOLUTION
(Limited Liability Company)

I, Maurice Sinclair, as manager of Springfield Panera, L.C., a limited liability company, organized and existing under and by virtue of the laws of the State of Iowa and duly authorized to do business in the State of Illinois, do hereby certify that:

1. The following is a true and correct copy of a resolution adopted by the members of said limited liability company, at a meeting held of the 18th day of December, 2025, and
2. The resolution has not been amended or revoked and is in full force and effect.

Resolved that Maurice Sinclair, as manager, of the above-referenced limited liability company is hereby authorized and directed to convey the limited liability company's interest in the following described real estate in Sangamon County, Illinois to the City of Springfield for highway purposes for the sum of \$50,000.00:

See attached legal description.

Further resolved that he is authorized and directed to execute and deliver such instruments as may be necessary or convenient to consummate such sale.

Dated this 18th day of December, 2025.

Maurice Sinclair

Signature

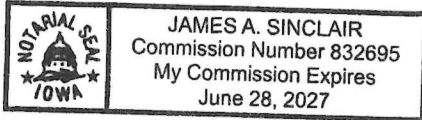
Maurice Sinclair, member/manager

Print Name and Title

State of Iowa)
County of Folk) ss)

This instrument was acknowledged before me on December 18, 2025, by Maurice Sinclair, as member/manager of Springfield Panera, L.C., a limited liability company.

(SEAL)



[Signature]

Notary Public

My Commission Expires: 6-28-27

PARCEL A - RIGHT OF WAY DESCRIPTION

CITY OF SPRINGFIELD
SANGAMON COUNTY
STA. 97+56.47 TO STA. 97+70.00 (WEST WHITE OAKS DRIVE)
SPRINGFIELD PANERA LC., A LIMITED LIABILITY COMPANY
21-12-428-002

Part of Lot 4 in Southwest Plaza, Plat 2, in the Southeast Quarter of Section 12, Township 15 North, Range 6 West of the Third Principal Meridian in Sangamon County, Illinois further described as:

Beginning at a drill hole at the southeast corner of said Lot 4, said point being on the westerly right of way of line of W. White Oaks Drive; thence South 67 degrees 33 minutes 07 seconds West 6.91 feet along the south line of said Lot 4; thence North 23 degrees 32 minutes 18 seconds West 7.53 feet; thence North 27 degrees 10 minutes 18 seconds East 9.26 feet to said westerly right of way line; thence South 22 degrees 26 minutes 51 seconds East 13.53 feet along said westerly right of way line to the point of beginning containing 0.0017 acres (74 square feet).

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

Bearings and distances are based on the Illinois State Plane Coordinate System NAD83 (2011) - West Zone.

PARCEL B - RIGHT OF WAY DESCRIPTION

CITY OF SPRINGFIELD

SANGAMON COUNTY

STA. 98+59.03 TO STA. 99+14.02 (WEST WHITE OAKS DRIVE)

SPRINGFIELD PANERA LC., A LIMITED LIABILITY COMPANY

21-12-428-002

Part of Lot 4 in Southwest Plaza, Plat 2, in the Southeast Quarter of Section 12, Township 15 North, Range 6 West of the Third Principal Meridian in Sangamon County, Illinois further described as:

Commencing at an iron pin at the northeast corner of said Lot 4, said point being the intersection of the northerly right of way line of Wabash Ave and the westerly right of way of line of W. White Oaks Drive; thence South 58 degrees 52 minutes 43 seconds East 14.20 feet along said westerly right of way line to the point of beginning; thence continuing South 58 degrees 52 minutes 43 seconds East 56.06 feet along said westerly right of way line; thence South 22 degrees 26 minutes 51 seconds East 9.90 feet along said westerly right of way line; thence North 37 degrees 48 minutes 25 seconds West 14.06 feet; thence North 70 degrees 58 minutes 25 seconds West 31.64 feet; thence North 55 degrees 12 minutes 10 seconds West 10.03 feet; thence North 24 degrees 30 minutes 23 seconds West 12.06 feet to the point of beginning containing 0.0058 acres (254 square feet).

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

Bearings and distances are based on the Illinois State Plane Coordinate System NAD83

(2011) - West Zone.

TEMPORARY EASEMENT #1 DESCRIPTION

CITY OF SPRINGFIELD

SANGAMON COUNTY

STA. 97+56.47 TO STA. 97+72.50 (WEST WHITE OAKS DRIVE)

SPRINGFIELD PANERA LC., A LIMITED LIABILITY COMPANY

21-12-428-002

Part of Lot 4 in Southwest Plaza, Plat 2, in the Southeast Quarter of Section 12, Township 15 North, Range 6 West of the Third Principal Meridian in Sangamon County, Illinois further described as:

Commencing at a drill hole at the southeast corner of said Lot 4, said point being on the westerly right of way of line of W. White Oaks Drive; thence South 67 degrees 33 minutes 07 seconds West 6.91 feet along the south line of said Lot 4 to the point of beginning; thence continuing South 67 degrees 33 minutes 07 seconds West 4.97 feet along said south line; thence North 23 degrees 29 minutes 51 seconds West 7.07 feet; thence North 30 degrees 48 minutes 37 seconds East 14.98 feet to said westerly right of way line; thence South 22 degrees 26 minutes 51 seconds East 2.50 feet along said westerly right of way line; thence South 27 degrees 10 minutes 18 seconds West 9.26 feet; thence South 23 degrees 32 minutes 18 seconds East 7.53 feet to the point of beginning containing 0.0015 acres (65 square feet).

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

Bearings and distances are based on the Illinois State Plane Coordinate System NAD83

(2011) - West Zone.

TEMPORARY EASEMENT #2 DESCRIPTION

CITY OF SPRINGFIELD

SANGAMON COUNTY

STA. 98+51.48 TO STA. 99+21.15 (WEST WHITE OAKS DRIVE)

SPRINGFIELD PANERA LC., A LIMITED LIABILITY COMPANY

21-12-428-002

Part of Lot 4 in Southwest Plaza, Plat 2, in the Southeast Quarter of Section 12, Township 15 North, Range 6 West of the Third Principal Meridian in Sangamon County, Illinois further described as:

Commencing at an iron pin at the northeast corner of said Lot 4, said point being the intersection of the northerly right of way line of Wabash Ave and the westerly right of way of line of W. White Oaks Drive; thence South 58 degrees 52 minutes 43 seconds East 5.35 feet along said westerly right of way line to the point of beginning; thence continuing South 58 degrees 52 minutes 43 seconds East 8.86 feet along said westerly right of way line; thence South 24 degrees 30 minutes 23 seconds East 12.06 feet; thence South 55 degrees 12 minutes 10 seconds East 10.03 feet; thence South 70 degrees 58 minutes 25 seconds East 31.64 feet; thence South 37 degrees 48 minutes 25 seconds East 14.06 feet to said westerly right of way line; thence South 22 degrees 26 minutes 51 seconds East 7.55 feet along said westerly right of way line; thence North 37 degrees 48 minutes 25 seconds West 16.10 feet; thence North 67 degrees 33 minutes 49 seconds West 8.47 feet; thence North 55 degrees 12 minutes 10 seconds West 46.73 feet; thence North 24 degrees 30 minutes 23 seconds West 14.86 feet to the point of beginning containing 0.0078 acres (339 square feet).

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

Bearings and distances are based on the Illinois State Plane Coordinate System NAD83

(2011) - West Zone.

Owner Springfield Panera, L.C., a
limited liability company
Address 3101 West White Oaks Drive
Springfield, IL 62704
Route FAU 8012 with FAU 8050
County Sangamon
Job No. C-96-077-25
Parcel No. 21-12.0-428-002A & B
P.I.N. No. 21-12.0-428-002
Section 05-00446-00-PV
Project No. CFH1(916)
Station 97+56.47 to 97+70.00 A
Station 98+59.03 to 99+14.02 B
Contract No. 93838
Catalog No.

WARRANTY DEED
(Limited Liability Company) (Non-Freeway)

Springfield Panera, L.C., a limited liability company, organized and existing under and by virtue of the laws of the State of Iowa and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of TWENTY THOUSAND TWO HUNDRED Dollars (\$20,200.00), receipt of which is hereby acknowledged, and pursuant to the authority given by the member(s) of said company, grants, conveys, and warrants to the City of Springfield, (Grantee), the following described real estate:

See attached legal description.

situated in the County of Sangamon, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

Dated this 18th day of December, 2025.

Springfield Panera, L.C., a limited liability company
Company Name

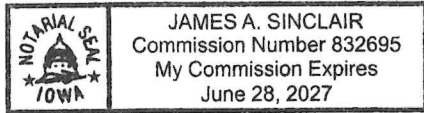
By: Maurice Sinclair
Signature

Maurice Sinclair, Member/Manager
Print Name and Title

State of Iowa)
County of Polk) ss

This instrument was acknowledged before me on December 18, 2025, by Maurice Sinclair, as member & manager of Springfield Panera, L.C., a limited liability company

(SEAL)



[Signature]
Notary Public
My Commission Expires: 6-28-27

Exempt under 35 ILCS 200/31-45(b), Real Estate Transfer Tax Law.

Date

Buyer, Seller or Representative

This instrument was prepared by and after recording, mail this instrument and future tax bills to:

City of Springfield
Office of Public Works
Room 201, Municipal Center West
Springfield, IL 62701

PARCEL A - RIGHT OF WAY DESCRIPTION

CITY OF SPRINGFIELD

SANGAMON COUNTY

STA. 97+56.47 TO STA. 97+70.00 (WEST WHITE OAKS DRIVE)

SPRINGFIELD PANERA LC., A LIMITED LIABILITY COMPANY

21-12-428-002

Part of Lot 4 in Southwest Plaza, Plat 2, in the Southeast Quarter of Section 12, Township 15 North, Range 6 West of the Third Principal Meridian in Sangamon County, Illinois further described as:

Beginning at a drill hole at the southeast corner of said Lot 4, said point being on the westerly right of way of line of W. White Oaks Drive; thence South 67 degrees 33 minutes 07 seconds West 6.91 feet along the south line of said Lot 4; thence North 23 degrees 32 minutes 18 seconds West 7.53 feet; thence North 27 degrees 10 minutes 18 seconds East 9.26 feet to said westerly right of way line; thence South 22 degrees 26 minutes 51 seconds East 13.53 feet along said westerly right of way line to the point of beginning containing 0.0017 acres (74 square feet).

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

Bearings and distances are based on the Illinois State Plane Coordinate System NAD83

(2011) - West Zone.

PARCEL B - RIGHT OF WAY DESCRIPTION

CITY OF SPRINGFIELD

SANGAMON COUNTY

STA. 98+59.03 TO STA. 99+14.02 (WEST WHITE OAKS DRIVE)

SPRINGFIELD PANERA LC., A LIMITED LIABILITY COMPANY

21-12-428-002

Part of Lot 4 in Southwest Plaza, Plat 2, in the Southeast Quarter of Section 12, Township 15 North, Range 6 West of the Third Principal Meridian in Sangamon County, Illinois further described as:

Commencing at an iron pin at the northeast corner of said Lot 4, said point being the intersection of the northerly right of way line of Wabash Ave and the westerly right of way of line of W. White Oaks Drive; thence South 58 degrees 52 minutes 43 seconds East 14.20 feet along said westerly right of way line to the point of beginning; thence continuing South 58 degrees 52 minutes 43 seconds East 56.06 feet along said westerly right of way line; thence South 22 degrees 26 minutes 51 seconds East 9.90 feet along said westerly right of way line; thence North 37 degrees 48 minutes 25 seconds West 14.06 feet; thence North 70 degrees 58 minutes 25 seconds West 31.64 feet; thence North 55 degrees 12 minutes 10 seconds West 10.03 feet; thence North 24 degrees 30 minutes 23 seconds West 12.06 feet to the point of beginning containing 0.0058 acres (254 square feet).

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

Bearings and distances are based on the Illinois State Plane Coordinate System NAD83

(2011) - West Zone.

Owner Springfield Panera, L.C., a
limited liability company
Address 3101 West White Oaks Drive
Springfield, IL 62704
Route FAU 8012 with FAU 8050
County Sangamon
Job No. C-96-077-25
Parcel No. 21-12.0-428-002TE1 & TE2
P.I.N. No. 21-12.0-428-002
Section 05-00446-00-PV
Project No. CFH1(916)
Station 97+56.47 to 97.72.50 TE1
Station 98+51.48 to 99+21.15 TE2
Contract No. 93838
Catalog No.

TEMPORARY CONSTRUCTION EASEMENT
(Limited Liability Company)

Springfield Panera, L.C., a limited liability company, organized and existing under and by virtue of the laws of the State of Iowa and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of TWENTY NINE THOUSAND EIGHT HUNDRED Dollars (\$29,800.00), receipt of which is hereby acknowledged, and pursuant to the authority given by the member(s) of said company, hereby represents that Grantor owns the fee simple title to and grants and conveys to the City of Springfield, (Grantee), a temporary construction easement for the purpose of grading, shaping and other highway purposes, on, over, and through the following described real estate:

See attached legal description.

situated in the County of Sangamon, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate five (5) years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

TEMPORARY EASEMENT #1 DESCRIPTION

CITY OF SPRINGFIELD

SANGAMON COUNTY

STA. 97+56.47 TO STA. 97+72.50 (WEST WHITE OAKS DRIVE)

SPRINGFIELD PANERA LC., A LIMITED LIABILITY COMPANY

21-12-428-002

Part of Lot 4 in Southwest Plaza, Plat 2, in the Southeast Quarter of Section 12, Township 15 North, Range 6 West of the Third Principal Meridian in Sangamon County, Illinois further described as:

Commencing at a drill hole at the southeast corner of said Lot 4, said point being on the westerly right of way of line of W. White Oaks Drive; thence South 67 degrees 33 minutes 07 seconds West 6.91 feet along the south line of said Lot 4 to the point of beginning; thence continuing South 67 degrees 33 minutes 07 seconds West 4.97 feet along said south line; thence North 23 degrees 29 minutes 51 seconds West 7.07 feet; thence North 30 degrees 48 minutes 37 seconds East 14.98 feet to said westerly right of way line; thence South 22 degrees 26 minutes 51 seconds East 2.50 feet along said westerly right of way line; thence South 27 degrees 10 minutes 18 seconds West 9.26 feet; thence South 23 degrees 32 minutes 18 seconds East 7.53 feet to the point of beginning containing 0.0015 acres (65 square feet).

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

Bearings and distances are based on the Illinois State Plane Coordinate System NAD83

(2011) - West Zone.

TEMPORARY EASEMENT #2 DESCRIPTION

CITY OF SPRINGFIELD

SANGAMON COUNTY

STA. 98+51.48 TO STA. 99+21.15 (WEST WHITE OAKS DRIVE)

SPRINGFIELD PANERA LC., A LIMITED LIABILITY COMPANY

21-12-428-002

Part of Lot 4 in Southwest Plaza, Plat 2, in the Southeast Quarter of Section 12, Township 15 North, Range 6 West of the Third Principal Meridian in Sangamon County, Illinois further described as:

Commencing at an iron pin at the northeast corner of said Lot 4, said point being the intersection of the northerly right of way line of Wabash Ave and the westerly right of way of line of W. White Oaks Drive; thence South 58 degrees 52 minutes 43 seconds East 5.35 feet along said westerly right of way line to the point of beginning; thence continuing South 58 degrees 52 minutes 43 seconds East 8.86 feet along said westerly right of way line; thence South 24 degrees 30 minutes 23 seconds East 12.06 feet; thence South 55 degrees 12 minutes 10 seconds East 10.03 feet; thence South 70 degrees 58 minutes 25 seconds East 31.64 feet; thence South 37 degrees 48 minutes 25 seconds East 14.06 feet to said westerly right of way line; thence South 22 degrees 26 minutes 51 seconds East 7.55 feet along said westerly right of way line; thence North 37 degrees 48 minutes 25 seconds West 16.10 feet; thence North 67 degrees 33 minutes 49 seconds West 8.47 feet; thence North 55 degrees 12 minutes 10 seconds West 46.73 feet; thence North 24 degrees 30 minutes 23 seconds West 14.86 feet to the point of beginning containing 0.0078 acres (339 square feet).

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

Bearings and distances are based on the Illinois State Plane Coordinate System NAD83

(2011) - West Zone.

Receipt of Conveyance Documents and Disbursement Statement

Owner Springfield Panera, L.C., a limited liability company
 Job No. C-96-077-25
 Parcel No. 21-12.0-428-002A & B & TE1 & TE2

The City of Springfield (Grantee) acknowledges Receipt of the following:

(Check all that apply.)

- Warranty Deed covering 328 square feet
- Permanent Easement covering 0.0 square feet
- Temporary Construction Easement covering 404 square feet

all located in Sangamon County, Illinois as right of way for FAU Route 8012 with FAU 8050, Section 05-00446-00-PV dated 12-18-25, executed by the undersigned Grantors.

Grantor and Grantee agree as follows:

1. The payment of the sum of FIFTY THOUSAND Dollars (\$50,000.00) to Grantor as total consideration for the deed and temporary construction easement, by Grantee is subject to Grantee's approval of title and documentation and, if applicable, Grantee's final approval in accordance with Section 9.02 of the Illinois State Finance Act.
2. All improvements located, wholly or partially, on the parcel shall become the property of the City of Springfield, unless provided as follows:

None
3. Possession and transfer of title to the City of Springfield occur when Grantee delivers a state warrant to Grantor, in person or to the address stated herein, in the amount of the above stated consideration, unless provided herein. Grantor shall have the sole responsibility and obligation to protect, preserve and maintain the parcel and improvements thereon until delivery of possession to Grantee.
4. Grantor directs Grantee to disburse the above stated consideration by warrant or by separate warrants as follows:

<u>Name*</u>	<u>TIN/FEIN/SSN**</u>	<u>Address</u>	<u>Amount</u>
Springfield Panera, L.C., a limited liability company	87-1131682	4940 Pleasant St. West Des Moines, IA 50266	\$50,000.00
			\$
			\$

*If multiple names on the same warrant, list first and circle the name of the person or entity whose TIN/FEIN/SSN is entered above. If lien holder is to be paid by warrant, use Grantor's TIN or SSN with their name listed first and lien holder second. The first payee must match the TIN used.

****Attach a current W-9 form for each TIN/FEIN/SSN.**

2026-259

5. **NON-FOREIGN CERTIFICATION – FIRPTA.** Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor is a foreign person. For purposes of this paragraph, "Transferee" shall mean "Grantee" and "Transferor" shall mean "Grantor". To inform the Grantee that withholding of tax is not required upon the disposition of a U.S. real property interest by Grantor, the Grantor hereby certifies the following:

- a. Transferor is the owner of the real property being conveyed;
- b. Transferor is not a foreign person, entity, or disregarded entity (as such terms are defined in the Internal Revenue Code and Income Tax Regulations); and
- c. Transferor's U.S. Taxpayer Identification Number and address set forth above are true and correct.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

MS
Initial

~~6. Illinois law (15 ILCS 405/10.05 to 405/10.05b) requires the State of Illinois Comptroller to deduct from any State of Illinois warrants or payments the amount of any outstanding account or claim in favor of the State of Illinois and any amount necessary to satisfy past due child support or delinquent student loan and financial aid obligations on any loan guaranteed by the Illinois Student Assistance Commission.~~

7. This Receipt of Conveyance Documents and Disbursement Statement is the entire and exclusive agreement between the parties and supersede any written or oral understanding, promise or agreement, directly or indirectly related to the conveyance of parcel and improvements. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

Date: *December 18, 2025*

Grantor: Springfield Panera, L.C., a limited liability company

Maurice Sinclair

Signature

Maurice Sinclair

Print Name (and Title, if applicable)

Signature

Print Name (and Title, if applicable)

Signature

Print Name (and Title, if applicable)

Signature

Print Name (and Title, if applicable)

Date: *1-6-26*

Grantee:

The City of Springfield

Samantha Heald

for the City of Springfield, Illinois



PTAX-203

Illinois Real Estate Transfer Declaration

Please read the instructions before completing this form.
For electronic filing information, visit the [MyDec Helpful Resource page](#).

Step 1: Identify the property and sale information.

Do not write in this area.
County Recorder's Office use.

1 3101 West White Oaks Drive
Street address of property (or 911 address, if available)

Springfield 62704
City or village ZIP

Capital
Township

- 2 Write the total number of parcels to be transferred. 1(pt)
- 3 Write the parcel identifying numbers and lot sizes or acreage.

Property index number (PIN)	Lot size or acreage
a <u>21-12.0-428-002</u> (pt)	<u>0.0075</u>
b _____	_____
c _____	_____
d _____	_____

Write additional property index numbers, lot sizes or acreage in Step 3.

4 Date of instrument: _____ / _____ / _____
Month Year

5 Type of instrument (Mark with an "X."): Warranty deed
 Quit claim deed Executor deed Trustee deed
 Beneficial interest Other (specify): _____

6 Yes No Will the property be the buyer's principal residence?

7 Yes No Was the property advertised for sale?
(i.e., media, sign, newspaper, realtor)

8 Identify the property's current and intended primary use.
Current Intended (Mark **only one item per column** with an "X.")

a <input type="checkbox"/>	<input type="checkbox"/>	Land/lot only
b <input type="checkbox"/>	<input type="checkbox"/>	Residence (single-family, condominium, townhome, or duplex)
c <input type="checkbox"/>	<input type="checkbox"/>	Mobile home residence
d <input type="checkbox"/>	<input type="checkbox"/>	Apartment building (6 units or less) No. of units: _____
e <input type="checkbox"/>	<input type="checkbox"/>	Apartment building (over 6 units) No. of units: _____
f <input type="checkbox"/>	<input type="checkbox"/>	Office
g <input type="checkbox"/>	<input type="checkbox"/>	Retail establishment
h <input checked="" type="checkbox"/>	<input type="checkbox"/>	Commercial building (specify): _____
i <input type="checkbox"/>	<input type="checkbox"/>	Industrial building
j <input type="checkbox"/>	<input type="checkbox"/>	Farm
k <input type="checkbox"/>	<input checked="" type="checkbox"/>	Other (specify): <u>Right-of-Way</u>

- 9 Identify any significant physical changes in the property since January 1 of the previous year and **write the date of the change**.
Date of significant change: _____ / _____ / _____
Month Year

(Mark with an "X.")
 Demolition/damage Additions Major remodeling
 New construction Other (specify): _____

- 10 Identify only the items that apply to this sale. (Mark with an "X.")

a Fulfillment of installment contract —
year contract initiated : _____

b Sale between related individuals or corporate affiliates

c Transfer of less than 100 percent interest

d Court-ordered sale

e Sale in lieu of foreclosure

f Condemnation

g Short sale

h Bank REO (real estate owned)

i Auction sale

j Seller/buyer is a relocation company

k Seller/buyer is a financial institution or government agency

l Buyer is a real estate investment trust

m Buyer is a pension fund

n Buyer is an adjacent property owner

o Buyer is exercising an option to purchase

p Trade of property (simultaneous)

q Sale-leaseback

r Other (specify): _____

s _____ Homestead exemptions on most recent tax bill:

1 General/Alternative	\$ _____
2 Senior Citizens	\$ _____
3 Senior Citizens Assessment Freeze	\$ _____

Step 2: Calculate the amount of transfer tax due.

Note: Round Lines 11 through 18 to the next highest whole dollar. If the amount on Line 11 is over \$1 million and the property's current use on Line 8 above is marked "e," "f," "g," "h," "i," or "k," complete Form PTAX-203-A, Illinois Real Estate Transfer Declaration Supplemental Form A. If you are recording a beneficial interest transfer, do not complete this step. Complete Form PTAX-203-B, Illinois Real Estate Transfer Declaration Supplemental Form B.

11 Full actual consideration	11 \$ _____	20,200.00
12a Amount of personal property included in the purchase	12a \$ _____	0.00
12b Was the value of a mobile home included on Line 12a?	12b <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
13 Subtract Line 12a from Line 11. This is the net consideration for real property.	13 \$ _____	20,200.00
14 Amount for other real property transferred to the seller (in a simultaneous exchange) as part of the full actual consideration on Line 11	14 \$ _____	0.00
15 Outstanding mortgage amount to which the transferred real property remains subject	15 \$ _____	0.00
16 If this transfer is exempt, use an "X" to identify the provision.	16 <input checked="" type="checkbox"/> b <input type="checkbox"/> k <input type="checkbox"/> m	
17 Subtract Lines 14 and 15 from Line 13. This is the net consideration subject to transfer tax.	17 \$ _____	20,200.00
18 Divide Line 17 by 500. Round the result to the next highest whole number (e.g., 61.002 rounds to 62).	18 _____	0.00
19 Illinois tax stamps — multiply Line 18 by 0.50.	19 \$ _____	0.00
20 County tax stamps — multiply Line 18 by 0.25.	20 \$ _____	0.00
21 Add Lines 19 and 20. This is the total amount of transfer tax due.	21 \$ _____	0.00

This form is authorized in accordance with 35 ILCS 200/31-1 et seq. Disclosure of this information is REQUIRED. This form has been approved by the Forms Management Center. IL-492-0227

2026-359

Step 3: Write the legal description from the deed. Write, type (minimum 10-point font required), or attach the legal description from the deed. If you prefer, submit an 8 1/2" x 11" copy of the extended legal description with this form. You may also use the space below to write additional property index numbers, lots sizes or acreage from Step 1, Line 3.

See attached documents for legal descriptions

Step 4: Complete the requested information.

The buyer and seller (or their agents) hereby verify that to the best of their knowledge and belief, the full actual consideration and facts stated in this declaration are true and correct. If this transaction involves any real estate located in Cook County, the buyer and seller (or their agents) hereby verify that to the best of their knowledge, the name of the buyer shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois. Any person who willfully falsifies or omits any information required in this declaration shall be guilty of a Class B misdemeanor for the first offense and a Class A misdemeanor for subsequent offenses. Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

Seller Information (Please print.)

Springfield Parawa, LC 87-1131682
 Seller's or trustee's name Seller's trust number (if applicable - not an SSN or FEIN)
4940 Pleasant St. West Des Moines, Iowa 50266
 Street address (after sale) City State ZIP
Maura Anderson (515) 226-1111
 Seller's or agent's signature Seller's daytime phone

Buyer Information (Please print.)

City of Springfield, Illinois
 Buyer's or trustee's name Buyer's trust number (if applicable - not an SSN or FEIN)
300 South 7th Street, Room 203 Springfield IL 62701
 Street address (after sale) City State ZIP
 Buyer's or agent's signature Buyer's daytime phone

Mail tax bill to:

City of Springfield, Illinois 300 South 7th Street, Room 203 Springfield IL 62701
 Name or company Street address City State ZIP

Preparer Information (Please print.)

Samantha Held Crawford, Murphy & Tilly, Inc.
 Preparer's and company's name Preparer's file number (if applicable)
2750 West Washington Street Springfield IL 62702
 Street address City State ZIP
Samantha Held (217) 572-1072
 Preparer's signature Preparer's daytime phone
sheld@cmtengr.com
 Preparer's e-mail address (if available)

Identify any required documents submitted with this form. (Mark with an "X.") Extended legal description Form PTAX-203-A
 Itemized list of personal property Form PTAX-203-B

To be completed by the Chief County Assessment Officer	
1 <u> </u> County <u> </u> Township <u> </u> Class <u> </u> Cook-Minor <u> </u> Code 1 <u> </u> Code 2	3 Year prior to sale <u> </u> <u> </u> <u> </u>
2 Board of Review's final assessed value for the assessment year prior to the year of sale. Land <u> </u> <u> </u> <u> </u> <u> </u> <u> </u> <u> </u> Buildings <u> </u> <u> </u> <u> </u> <u> </u> <u> </u> <u> </u> Total <u> </u> <u> </u> <u> </u> <u> </u> <u> </u> <u> </u>	4 Does the sale involve a mobile home assessed as real estate? <input type="checkbox"/> Yes <input type="checkbox"/> No
	5 Comments

Illinois Department of Revenue Use	Tab number
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2026-259

PARCEL A - RIGHT OF WAY DESCRIPTION

CITY OF SPRINGFIELD

SANGAMON COUNTY

STA. 97+56.47 TO STA. 97+70.00 (WEST WHITE OAKS DRIVE)

SPRINGFIELD PANERA LC., A LIMITED LIABILITY COMPANY

21-12-428-002

Part of Lot 4 in Southwest Plaza, Plat 2, in the Southeast Quarter of Section 12, Township 15 North, Range 6 West of the Third Principal Meridian in Sangamon County, Illinois further described as:

Beginning at a drill hole at the southeast corner of said Lot 4, said point being on the westerly right of way of line of W. White Oaks Drive; thence South 67 degrees 33 minutes 07 seconds West 6.91 feet along the south line of said Lot 4; thence North 23 degrees 32 minutes 18 seconds West 7.53 feet; thence North 27 degrees 10 minutes 18 seconds East 9.26 feet to said westerly right of way line; thence South 22 degrees 26 minutes 51 seconds East 13.53 feet along said westerly right of way line to the point of beginning containing 0.0017 acres (74 square feet).

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

Bearings and distances are based on the Illinois State Plane Coordinate System NAD83 (2011) - West Zone.

PARCEL B - RIGHT OF WAY DESCRIPTION

CITY OF SPRINGFIELD
SANGAMON COUNTY
STA. 98+59.03 TO STA. 99+14.02 (WEST WHITE OAKS DRIVE)
SPRINGFIELD PANERA LC., A LIMITED LIABILITY COMPANY
21-12-428-002

Part of Lot 4 in Southwest Plaza, Plat 2, in the Southeast Quarter of Section 12, Township 15 North, Range 6 West of the Third Principal Meridian in Sangamon County, Illinois further described as:

Commencing at an iron pin at the northeast corner of said Lot 4, said point being the intersection of the northerly right of way line of Wabash Ave and the westerly right of way of line of W. White Oaks Drive; thence South 58 degrees 52 minutes 43 seconds East 14.20 feet along said westerly right of way line to the point of beginning; thence continuing South 58 degrees 52 minutes 43 seconds East 56.06 feet along said westerly right of way line; thence South 22 degrees 26 minutes 51 seconds East 9.90 feet along said westerly right of way line; thence North 37 degrees 48 minutes 25 seconds West 14.06 feet; thence North 70 degrees 58 minutes 25 seconds West 31.64 feet; thence North 55 degrees 12 minutes 10 seconds West 10.03 feet; thence North 24 degrees 30 minutes 23 seconds West 12.06 feet to the point of beginning containing 0.0058 acres (254 square feet).

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

Bearings and distances are based on the Illinois State Plane Coordinate System NAD83 (2011) - West Zone.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Springfield Taneca, L.C.</p> <p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 4946 Pleasant St.</p> <p>6 City, state, and ZIP code West Des Moines, IA 52569</p>	<p>7 List account number(s) here (optional)</p> <p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
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-	-	-	-								
or											
Employer identification number											
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8	7	-	1	1	3	1	6	8	2		

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ Maurice Sinclair	Date ▶ 12-23-25
------------------	--	--

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Owner Sinclair Enterprises/Wolfe
Realty, L.L.C.
Address 3101 West White Oaks Drive
Springfield, IL 62704
Route FAU 8050 with FAU 2571
County Sangamon
Job No. C-96-077-25
Parcel No. 21-12.0-428-002 & TE
P.I.N. No. 21-12.0-428-002
Section 05-00446-00-PV
Project No. CFH1(916)
Station 97+56.47 to
Station 99+21.15
Contract No. 93838
Catalog No.

**TENANT'S RELEASE OF LEASE AND
CONSENT TO A TEMPORARY CONSTRUCTION EASEMENT**

Panera, LLC ("Tenant") is the tenant under a certain lease ("Lease") with Sinclair Enterprises/Wolfe Realty, L.L.C. ("Property Owner"), dated _____, _____, and, if applicable, recorded on _____ as Document No. _____ in the Office of the Recorder/Recorder of Deeds of Sangamon County, Illinois.

Tenant acknowledges that Property Owner intends to convey to the City of Springfield, Illinois a portion of the property subject to the Lease located in Sangamon County, Illinois and legally described as follows:

See attached legal description.

Tenant, in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, conveys, releases and quitclaims unto Property Owner and the City of Springfield, Illinois all the estate, title and interest to the above-described property that Tenant may have acquired under the Lease.

AND, IN ADDITION

Tenant acknowledges that Property Owner intends to convey to the City of Springfield, Illinois a temporary construction easement over and across a portion of the property subject to the lease located in Sangamon County, Illinois and legally described as follows:

See attached legal description.

Tenant, in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, agrees and consents to the provisions of the temporary construction easement between Sinclair Enterprises/Wolfe Realty, L.L.C. and the City of Springfield, Illinois for the purpose of grading, shaping and other highway purposes.

Dated this 14th day of April, 2026.

By: *Patrick Coelho*
Signature

Signature

Patrick Coelho
Print Name

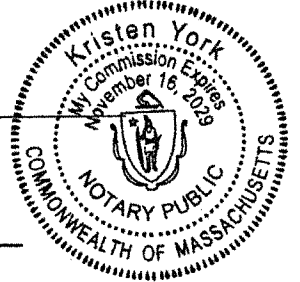
Print Name

Commonwealth of Massachusetts
~~State of Illinois~~)
) ss
County of Sangamon) Middlesex

This instrument was acknowledged before me on April 14, 2016
by Patrick Coelho

(SEAL)

Kristen York
Notary Public



My Commission Expires: 11/16/2029

This instrument was prepared by and return to:

City of Springfield, Illinois
Office of Public Works
Room 201, Municipal Center West
Springfield, IL 62701

2026-659

PARCEL A - RIGHT OF WAY DESCRIPTION

CITY OF SPRINGFIELD

SANGAMON COUNTY

STA. 97+56.47 TO STA. 97+70.00 (WEST WHITE OAKS DRIVE)

SPRINGFIELD PANERA LC., A LIMITED LIABILITY COMPANY

21-12-428-002

Part of Lot 4 in Southwest Plaza, Plat 2, in the Southeast Quarter of Section 12, Township 15 North, Range 6 West of the Third Principal Meridian in Sangamon County, Illinois further described as:

Beginning at a drill hole at the southeast corner of said Lot 4, said point being on the westerly right of way of line of W. White Oaks Drive; thence South 67 degrees 33 minutes 07 seconds West 6.91 feet along the south line of said Lot 4; thence North 23 degrees 32 minutes 18 seconds West 7.53 feet; thence North 27 degrees 10 minutes 18 seconds East 9.26 feet to said westerly right of way line; thence South 22 degrees 26 minutes 51 seconds East 13.53 feet along said westerly right of way line to the point of beginning containing 0.0017 acres (74 square feet).

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

Bearings and distances are based on the Illinois State Plane Coordinate System NAD83 (2011) - West Zone.

PARCEL B - RIGHT OF WAY DESCRIPTION

CITY OF SPRINGFIELD

SANGAMON COUNTY

STA. 98+59.03 TO STA. 99+14.02 (WEST WHITE OAKS DRIVE)

SPRINGFIELD PANERA LC., A LIMITED LIABILITY COMPANY

21-12-428-002

Part of Lot 4 in Southwest Plaza, Plat 2, in the Southeast Quarter of Section 12, Township 15 North, Range 6 West of the Third Principal Meridian in Sangamon County, Illinois further described as:

Commencing at an iron pin at the northeast corner of said Lot 4, said point being the intersection of the northerly right of way line of Wabash Ave and the westerly right of way of line of W. White Oaks Drive; thence South 58 degrees 52 minutes 43 seconds East 14.20 feet along said westerly right of way line to the point of beginning; thence continuing South 58 degrees 52 minutes 43 seconds East 56.06 feet along said westerly right of way line; thence South 22 degrees 26 minutes 51 seconds East 9.90 feet along said westerly right of way line; thence North 37 degrees 48 minutes 25 seconds West 14.06 feet; thence North 70 degrees 58 minutes 25 seconds West 31.64 feet; thence North 55 degrees 12 minutes 10 seconds West 10.03 feet; thence North 24 degrees 30 minutes 23 seconds West 12.06 feet to the point of beginning containing 0.0058 acres (254 square feet).

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

Bearings and distances are based on the Illinois State Plane Coordinate System NAD83 (2011) - West Zone.

TEMPORARY EASEMENT #1 DESCRIPTION

CITY OF SPRINGFIELD
SANGAMON COUNTY
STA. 97+56.47 TO STA. 97+72.50 (WEST WHITE OAKS DRIVE)
SPRINGFIELD PANERA LC., A LIMITED LIABILITY COMPANY
21-12-428-002

Part of Lot 4 in Southwest Plaza, Plat 2, in the Southeast Quarter of Section 12, Township 15 North, Range 6 West of the Third Principal Meridian in Sangamon County, Illinois further described as:

Commencing at a drill hole at the southeast corner of said Lot 4, said point being on the westerly right of way of line of W. White Oaks Drive; thence South 67 degrees 33 minutes 07 seconds West 6.91 feet along the south line of said Lot 4 to the point of beginning; thence continuing South 67 degrees 33 minutes 07 seconds West 4.97 feet along said south line; thence North 23 degrees 29 minutes 51 seconds West 7.07 feet; thence North 30 degrees 48 minutes 37 seconds East 14.98 feet to said westerly right of way line; thence South 22 degrees 26 minutes 51 seconds East 2.50 feet along said westerly right of way line; thence South 27 degrees 10 minutes 18 seconds West 9.26 feet; thence South 23 degrees 32 minutes 18 seconds East 7.53 feet to the point of beginning containing 0.0015 acres (65 square feet).

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

Bearings and distances are based on the Illinois State Plane Coordinate System NAD83 (2011) - West Zone.

TEMPORARY EASEMENT #2 DESCRIPTION

CITY OF SPRINGFIELD
SANGAMON COUNTY

STA. 98+51.48 TO STA. 99+21.15 (WEST WHITE OAKS DRIVE)
SPRINGFIELD PANERA LC., A LIMITED LIABILITY COMPANY
21-12-428-002

Part of Lot 4 in Southwest Plaza, Plat 2, in the Southeast Quarter of Section 12, Township 15 North, Range 6 West of the Third Principal Meridian in Sangamon County, Illinois further described as:

Commencing at an iron pin at the northeast corner of said Lot 4, said point being the intersection of the northerly right of way line of Wabash Ave and the westerly right of way of line of W. White Oaks Drive; thence South 58 degrees 52 minutes 43 seconds East 5.35 feet along said westerly right of way line to the point of beginning; thence continuing South 58 degrees 52 minutes 43 seconds East 8.86 feet along said westerly right of way line; thence South 24 degrees 30 minutes 23 seconds East 12.06 feet; thence South 55 degrees 12 minutes 10 seconds East 10.03 feet; thence South 70 degrees 58 minutes 25 seconds East 31.64 feet; thence South 37 degrees 48 minutes 25 seconds East 14.06 feet to said westerly right of way line; thence South 22 degrees 26 minutes 51 seconds East 7.55 feet along said westerly right of way line; thence North 37 degrees 48 minutes 25 seconds West 16.10 feet; thence North 67 degrees 33 minutes 49 seconds West 8.47 feet; thence North 55 degrees 12 minutes 10 seconds West 46.73 feet; thence North 24 degrees 30 minutes 23 seconds West 14.86 feet to the point of beginning containing 0.0078 acres (339 square feet).

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

Bearings and distances are based on the Illinois State Plane Coordinate System NAD83 (2011) - West Zone.

ORDINANCE FACT SHEET

REQUEST FORM NO: 26-34
 DATE OF 1ST READING: 5/19/2026

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom
 PHONE NUMBER: 789-2255

EMERGENCY PASSAGE: No Yes If yes, explain justification.

TYPE OF ORDINANCE: Real Estate FISCAL IMPACT: \$ 50,000.00
 (If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:
 AN ORDINANCE AUTHORIZING THE PURCHASE OF REAL ESTATE BETWEEN THE CITY OF SPRINGFIELD AND SPRINGFIELD PANERA, L.C. IN AN AMOUNT NOT TO EXCEED \$50,000.00 FOR THE OFFICE OF PUBLIC WORKS.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)
 affidavit of title _____ receipt of conveyance documents & disbursement statement
 signed warranty deed _____
 signed temporary easement _____

CONTRACTOR / VENDOR NAME: Springfield Panera, L.C. VENDOR NO: _____

CONTRACT TERM: completion CONTRACT # _____ Change in Scope Yes No

CONTRACT AMOUNT: \$50,000.00 Change Order # _____ Additional Amount _____
 (Original amount if change order)

Method of Purchase (check one) Previous Ord #s _____

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	041	110	GAST	STRS	2301	\$ 50,000.00
2						
3						
4						

FUNDS CHECK BY: _____ Date: 5/19/2026
 DIRECTOR / SUPERVISOR SIGNATURE _____ Date: 4 MAY 26
 CITY PURCHASING AGENT: _____ Date: 5/15/26

COMMENTS

This ordinance is for the purchase of a portion of a parcel and temporary construction easement located at 3101 West White Oaks Drive. The purchase of said real estate is for public purposes, specifically associated with the Hedley Road and West White Oaks Drive Safety Improvements.

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

2026-259

AN ORDINANCE AUTHORIZING THE PURCHASE OF REAL ESTATE BETWEEN THE CITY OF SPRINGFIELD AND THE PLAZA ON WHITE OAKS, LLC LOCATED AT 3001 WEST WHITE OAKS DRIVE SAFETY IMPROVEMENTS, IN AN AMOUNT NOT TO EXCEED \$140,000.00, 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 Plaza on White Oaks, LLC owns real estate located at 3001 West White Oaks Drive in Sangamon County; and

WHEREAS, the City of Springfield, through the Office of Public Works, desires to purchase a portion of a parcel and temporary construction easement of said real estate in the amount of \$140,000.00 for public purposes specifically associated with the Hedley Road and West White Oaks Drive Safety Improvements as summarized on the Transaction Summary attached as Exhibit A; and

WHEREAS, it is necessary to authorize \$140,000.00 for purchase of real estate located at 3001 West White Oaks Drive, in compliance with the federal Uniform Relocation Act; and

WHEREAS, a copy of the necessary documents for purchasing the property 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 a contract with The Plaza on White Oaks, LLC to purchase a portion of a parcel and temporary construction easement of real estate located at 3001 West White Oaks Drive, for an amount not to exceed \$140,000.00, for public purposes specifically associated with the Hedley Road and West White Oaks Drive Safety Improvements. A copy of the Contract for Purchase shall be on file in the Office of the City Clerk.

Section 2: That after passage the Mayor and City Clerk are hereby authorized and directed to execute any documents on behalf of the City which may be necessary to complete the purchase of the property approved by this ordinance, provided that other terms and conditions of the purchase contract are fulfilled as summarized on attached Exhibit A.

Section 3: That upon proper documentation, the Office of Budget and Management is hereby directed to make payment of \$140,000.00 to The Plaza on White Oaks, LLC for purchase of real property located at 3001 West White Oaks Drive, from account number 041-110-GAST-STRS-2301 in accordance with the purchase documents located in the Office of the City Clerk.

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

PASSED: _____, 2026

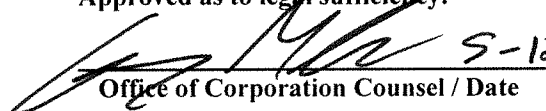
SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

 5-12-26
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

Owner The Plaza on White Oaks,
LLC, an Illinois limited liability
company
Address 3001 West White Oaks Drive
Springfield, IL 62704
Route FAU 8050 with FAU 2571
County Sangamon
Job No. C-96-077-25
Parcel No. 21-12.0-207-013TE
P.I.N. No. 21-12.0-207-013
Section 05-00446-00-PV
Project No. CFH1(916)
Station 105+39.97 to
Station 107+11.98
Contract No. 93838
Catalog No.

MORTGAGEE'S CONSENT TO TEMPORARY CONSTRUCTION EASEMENT
(Corporation)

Morton Community Bank, an Illinois banking corporation, as successor by merger to Marine Bank ("Mortgagee") is the holder of a certain mortgage executed by The Plaza on White Oaks, LLC, an Illinois limited liability company ("Mortgagor"), dated December 20, 2019, recorded on December 23, 2019 as Document No. 2019R28343 in the Office of the Recorder/Recorder of Deeds of Sangamon County, Illinois ("Mortgage").

Mortgagee acknowledges that Mortgagor intends to grant a Temporary Construction Easement to the City of Springfield, Illinois over, upon and across a portion of the property subject to the Mortgage located in Sangamon County, Illinois and legally described as follows:

See attached legal description.

Mortgagee, in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, consents to and subordinates its rights under the Mortgage to the Temporary Construction Easement.

Dated this _____ day of _____, 2026.

Morton Community Bank, an Illinois
banking corporation, as successor by
merger to Marine Bank

Corporation Name

By: _____
Signature

ATTEST:

By: _____
Signature

Print Name and Title

Print Name and Title

State of _____)
County of _____) ss

This instrument was acknowledged before me on _____, 2026, by
_____, as _____
and _____, as _____
of Morton Community Bank, an Illinois banking corporation, as
successor by merger to Marine Bank

(SEAL)

Notary Public

My Commission Expires: _____

This instrument was prepared by and return to:

City of Springfield, Illinois
Office of Public Works
Room 201, Municipal Center West
Springfield, IL 62701

TEMPORARY EASEMENT DESCRIPTION

CITY OF SPRINGFIELD

SANGAMON COUNTY

STA. 105+39.97 TO STA. 107+11.98 (WEST WHITE OAKS DRIVE)

THE PLAZA ON WHITE OAKS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

21-12-207-013

Part of Lot 2 in White Oaks West 10th Addition in the Northeast Quarter of Section 12, Township 15 North, Range 6 West of the Third Principal Meridian in Sangamon County, Illinois further described as:

Commencing at an iron pin at the northwest corner of Lot 1 in said White Oaks West 10th Addition, said point being on the southerly right of way line of Cascade Drive; thence North 89 degrees 28 minutes 23 seconds East 264.14 feet along said southerly right of way line to the point of beginning; thence continuing North 89 degrees 28 minutes 23 seconds East 5.00 feet along said southerly right of way line; thence South 00 degrees 23 minutes 01 seconds East 0.98 feet; thence North 89 degrees 36 minutes 59 seconds East 19.00 feet to a point of curvature; thence on a curve to the right with a radius of 114.11 feet through a central angle of 58 degrees 00 minutes 52 seconds having a chord distance of 110.66 feet bearing South 52 degrees 22 minutes 22 seconds East an arc distance of 115.54 feet; thence continuing on a curve to the right with a radius of 112.50 feet through a central angle of 29 degrees 17 minutes 29 seconds having a chord distance of 56.89 feet bearing South 10 degrees 12 minutes 01 second East an arc distance of 57.51 feet; thence continuing on a curve to the right with a radius of 298.50 feet through a central angle of 02 degrees 22 minutes 30 seconds having a chord distance of 12.37 feet bearing South 05 degrees 37 minutes 58 seconds West an arc distance of 12.37 feet; thence on a curve to the left with a radius of 351.50 feet through a central angle of 06 degrees 05 minutes 06 seconds having a chord distance of 37.31 feet bearing South 03 degrees 46 minutes 40 seconds West an arc distance of 37.33 feet to a point on the south line of said Lot 2; thence South 89 degrees 28 minutes 23 seconds West 7.01 feet along said south line; thence North 00 degrees 42 minutes 18 seconds West 103.02 feet; thence North 36 degrees 38 minutes 50 seconds West 49.41 feet; thence North 59 degrees 10 minutes 24 seconds West 48.02 feet; thence South 89 degrees 36 minutes 59 seconds West 39.00 feet; thence North 00 degrees 23 minutes 01 second West 6.96 feet to the point of beginning containing 0.038 acres (1,652 square feet).

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

Bearings and distances are based on the Illinois State Plane Coordinate System NAD83 (2011) - West Zone.

Owner The Plaza on White Oaks,
LLC, an Illinois limited liability
company
Address 3001 West White Oaks Drive
Springfield, IL 62704
Route FAU 8050 with FAU 2571
County Sangamon
Job No. C-96-077-25
Parcel No. 21-12.0-207-013
P.I.N. No. 21-12.0-207-013
Section 05-00446-00-PV
Project No. CFH1(916)
Station 105+39.29 to
Station 107+11.98
Contract No. 93838
Catalog No.

PARTIAL RELEASE OF MORTGAGE
(Limited Liability Company)

Morton Community Bank, an Illinois banking corporation, as successor by merger to Marine Bank, (Mortgagee), the holder of that certain mortgage ("Mortgage") executed by The Plaza on White Oaks, LLC, an Illinois limited liability company, dated December 20, 2019, recorded on December 23, 2019 as Document No. 2019R28343 in the Office of the Recorder/Recorder of Deeds of Sangamon County, Illinois, having been requested to release a portion of the estate granted to the Mortgagee under said Mortgage, for and in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, conveys, releases and quitclaims unto City of Springfield, Illinois, all the estate, title and interest acquired by Mortgagee under the Mortgage to the property situated in Sangamon County, Illinois and legally described as follows:

See attached legal description.

The remaining property described in the Mortgage shall continue to be held under the terms thereof.

Dated this _____ day of _____, 2026.

Morton Community Bank, an Illinois
banking corporation, as successor by
merger to Marine Bank

Name of Mortgagee

By: _____
Signature

ATTEST:

By: _____
Signature

Print Name and Title

Print Name and Title

State of _____)
County of _____) ss

This instrument was acknowledged before me on _____, 2026, by

_____, as _____
and _____, as _____
of Morton Community Bank, an Illinois banking corporation, as
successor by merger to Marine Bank .

(SEAL)

Notary Public

My Commission Expires: _____

Prepared by:

City of Springfield, Illinois
Office of Public Works
Room 201, Municipal Center West
Springfield, IL 62704

Return to:

City of Springfield, Illinois
Office of Public Works
Room 201, Municipal Center West
Springfield, IL 62704

RIGHT OF WAY DESCRIPTION

CITY OF SPRINGFIELD

SANGAMON COUNTY

STA. 105+39.29 TO STA. 107+11.98 (WEST WHITE OAKS DRIVE)

THE PLAZA ON WHITE OAKS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

21-12-207-013

Part of Lot 2 in White Oaks West 10th Addition in the Northeast Quarter of Section 12, Township 15 North, Range 6 West of the Third Principal Meridian in Sangamon County, Illinois further described as:

Commencing at an iron pin at the northwest corner of Lot 1 in said White Oaks West 10th Addition, said point being on the southerly right of way line of Cascade Drive; thence North 89 degrees 28 minutes 23 seconds East 269.14 feet along said southerly right of way line to the point of beginning; thence continuing North 89 degrees 28 minutes 23 seconds East 96.80 feet along said southerly right of way line to a point of curvature; thence on a curve to the right with a radius of 20.00 feet through a central angle of 89 degrees 53 minutes 17 seconds having a chord distance of 28.26 feet bearing South 45 degrees 34 minutes 33 seconds East an arc distance of 31.38 feet to a point on the westerly right of way line of West White Oaks Drive; thence South 00 degrees 37 minutes 27 seconds East 66.35 feet along said westerly right of way line to a point of curvature; thence on a curve to the left with a radius of 1,387.52 feet through a central angle of 03 degrees 39 minutes 50 seconds having a chord distance of 88.72 feet bearing South 02 degrees 29 minutes 18 seconds East an arc distance of 88.73 feet along said westerly right of way line to a point on the south line of said Lot 2; thence South 89 degrees 28 minutes 23 seconds West 8.50 feet along said south line; thence on a curve to the right with a radius of 351.50 feet through a central angle of 06 degrees 05 minutes 06 seconds having a chord distance of 37.31 feet bearing North 03 degrees 46 minutes 40 seconds East an arc distance of 37.33 feet; thence on a curve to the left with a radius of 298.50 feet through a central angle of 02 degrees 22 minutes 30 seconds having a chord distance of 12.37 feet bearing North 05 degrees 37 minutes 58 seconds East an arc distance of 12.37 feet; thence continuing on a curve to the left with a radius of 112.50 feet through a central angle of 29 degrees 17 minutes 29 seconds having a chord distance of 56.89 feet bearing North 10 degrees 12 minutes 01 second West an arc distance of 57.51 feet; thence continuing on a curve to the left with a radius of 114.11 feet through a central angle of 58 degrees 00 minutes 52 seconds having a chord distance of 110.66 feet bearing North 52 degrees 22 minutes 22 seconds West an arc distance of 115.54 feet; thence South 89 degrees 36 minutes 59 seconds West 19.00 feet; thence North 00 degrees 23 minutes 01 second West 0.98 feet to the point of beginning containing 0.073 acres (3,160 square feet).

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

Bearings and distances are based on the Illinois State Plane Coordinate System NAD83 (2011) - West Zone.

Owner The Plaza on White Oaks,
LLC, an Illinois limited liability
company
Address 3001 West White Oaks Drive
Springfield, IL 62704
Route FAU 8050 with FAU 2571
County Sangamon
Job No. C-96-077-25
Parcel No. 21-12.0-207-013 & TE
P.I.N. No. 21-12.0-207-013
Section 05-00446-00-PV
Project No. CFH1(916)
Station 105+39.29 to
Station 107+11.98
Contract No. 93838
Catalog No.

**TENANT'S RELEASE OF LEASE AND
CONSENT TO A TEMPORARY CONSTRUCTION EASEMENT**

_____ ("Tenant") is the tenant under a certain lease ("Lease") with The Plaza on White Oaks, LLC, an Illinois limited liability company ("Property Owner"), dated _____, _____, and, if applicable, recorded on _____ as Document No. _____ in the Office of the Recorder/Recorder of Deeds of Sangamon County, Illinois.

Tenant acknowledges that Property Owner intends to convey to the City of Springfield, Illinois a portion of the property subject to the Lease located in Sangamon County, Illinois and legally described as follows:

See attached legal description.

Tenant, in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, conveys, releases and quitclaims unto Property Owner and the City of Springfield, Illinois all the estate, title and interest to the above-described property that Tenant may have acquired under the Lease.

AND, IN ADDITION

Tenant acknowledges that Property Owner intends to convey to the City of Springfield, Illinois a temporary construction easement over and across a portion of the property subject to the lease located in Sangamon County, Illinois and legally described as follows:

See attached legal description.

Tenant, in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, agrees and consents to the provisions of the temporary construction easement between The Plaza on White Oaks, LLC, an Illinois limited liability company and the City of Springfield, Illinois for the purpose of grading, shaping and other highway purposes.

Dated this _____ day of _____, 2026.

By: _____
Signature

By: _____
Signature

Print Name

Print Name

State of)
) ss
County of)

This instrument was acknowledged before me on _____
by _____.

(SEAL)

Notary Public

My Commission Expires: _____

This instrument was prepared by and return to:

City of Springfield, Illinois
Office of Public Works
Room 201, Municipal Center West
Springfield, IL 62701

RIGHT OF WAY DESCRIPTION

CITY OF SPRINGFIELD

SANGAMON COUNTY

STA. 105+39.29 TO STA. 107+11.98 (WEST WHITE OAKS DRIVE)

THE PLAZA ON WHITE OAKS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

21-12-207-013

Part of Lot 2 in White Oaks West 10th Addition in the Northeast Quarter of Section 12, Township 15 North, Range 6 West of the Third Principal Meridian in Sangamon County, Illinois further described as:

Commencing at an iron pin at the northwest corner of Lot 1 in said White Oaks West 10th Addition, said point being on the southerly right of way line of Cascade Drive; thence North 89 degrees 28 minutes 23 seconds East 269.14 feet along said southerly right of way line to the point of beginning; thence continuing North 89 degrees 28 minutes 23 seconds East 96.80 feet along said southerly right of way line to a point of curvature; thence on a curve to the right with a radius of 20.00 feet through a central angle of 89 degrees 53 minutes 17 seconds having a chord distance of 28.26 feet bearing South 45 degrees 34 minutes 33 seconds East an arc distance of 31.38 feet to a point on the westerly right of way line of West White Oaks Drive; thence South 00 degrees 37 minutes 27 seconds East 66.35 feet along said westerly right of way line to a point of curvature; thence on a curve to the left with a radius of 1,387.52 feet through a central angle of 03 degrees 39 minutes 50 seconds having a chord distance of 88.72 feet bearing South 02 degrees 29 minutes 18 seconds East an arc distance of 88.73 feet along said westerly right of way line to a point on the south line of said Lot 2; thence South 89 degrees 28 minutes 23 seconds West 8.50 feet along said south line; thence on a curve to the right with a radius of 351.50 feet through a central angle of 06 degrees 05 minutes 06 seconds having a chord distance of 37.31 feet bearing North 03 degrees 46 minutes 40 seconds East an arc distance of 37.33 feet; thence on a curve to the left with a radius of 298.50 feet through a central angle of 02 degrees 22 minutes 30 seconds having a chord distance of 12.37 feet bearing North 05 degrees 37 minutes 58 seconds East an arc distance of 12.37 feet; thence continuing on a curve to the left with a radius of 112.50 feet through a central angle of 29 degrees 17 minutes 29 seconds having a chord distance of 56.89 feet bearing North 10 degrees 12 minutes 01 second West an arc distance of 57.51 feet; thence continuing on a curve to the left with a radius of 114.11 feet through a central angle of 58 degrees 00 minutes 52 seconds having a chord distance of 110.66 feet bearing North 52 degrees 22 minutes 22 seconds West an arc distance of 115.54 feet; thence South 89 degrees 36 minutes 59 seconds West 19.00 feet; thence North 00 degrees 23 minutes 01 second West 0.98 feet to the point of beginning containing 0.073 acres (3,160 square feet).

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TEMPORARY EASEMENT DESCRIPTION

CITY OF SPRINGFIELD

SANGAMON COUNTY

STA. 105+39.97 TO STA. 107+11.98 (WEST WHITE OAKS DRIVE)

THE PLAZA ON WHITE OAKS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY
21-12-207-013

Part of Lot 2 in White Oaks West 10th Addition in the Northeast Quarter of Section 12,
Township 15 North, Range 6 West of the Third Principal Meridian in Sangamon County, Illinois
further described as:

Commencing at an iron pin at the northwest corner of Lot 1 in said White Oaks West 10th
Addition, said point being on the southerly right of way line of Cascade Drive; thence North 89
degrees 28 minutes 23 seconds East 264.14 feet along said southerly right of way line to the
point of beginning; thence continuing North 89 degrees 28 minutes 23 seconds East 5.00 feet
along said southerly right of way line; thence South 00 degrees 23 minutes 01 seconds East 0.98
feet; thence North 89 degrees 36 minutes 59 seconds East 19.00 feet to a point of curvature;
thence on a curve to the right with a radius of 114.11 feet through a central angle of 58 degrees
00 minutes 52 seconds having a chord distance of 110.66 feet bearing South 52 degrees 22
minutes 22 seconds East an arc distance of 115.54 feet; thence continuing on a curve to the right
with a radius of 112.50 feet through a central angle of 29 degrees 17 minutes 29 seconds having
a chord distance of 56.89 feet bearing South 10 degrees 12 minutes 01 second East an arc
distance of 57.51 feet; thence continuing on a curve to the right with a radius of 298.50 feet
through a central angle of 02 degrees 22 minutes 30 seconds having a chord distance of 12.37
feet bearing South 05 degrees 37 minutes 58 seconds West an arc distance of 12.37 feet; thence
on a curve to the left with a radius of 351.50 feet through a central angle of 06 degrees 05
minutes 06 seconds having a chord distance of 37.31 feet bearing South 03 degrees 46 minutes
40 seconds West an arc distance of 37.33 feet to a point on the south line of said Lot 2; thence
South 89 degrees 28 minutes 23 seconds West 7.01 feet along said south line; thence North 00
degrees 42 minutes 18 seconds West 103.02 feet; thence North 36 degrees 38 minutes 50
seconds West 49.41 feet; thence North 59 degrees 10 minutes 24 seconds West 48.02 feet;
thence South 89 degrees 36 minutes 59 seconds West 39.00 feet; thence North 00 degrees 23
minutes 01 second West 6.96 feet to the point of beginning containing 0.038 acres (1,652 square
feet).

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

Bearings and distances are based on the Illinois State Plane Coordinate System NAD83 (2011) -
West Zone.

Owner The Plaza on White Oaks,
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company
Address 3001 West White Oaks Drive
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P.I.N. No. 21-12.0-207-013
Section 05-00446-00-PV
Project No. CFH1(916)
Station 105+39.97
Station 107+11.98
Contract No. 93838
Catalog No.

TEMPORARY CONSTRUCTION EASEMENT
(Limited Liability Company)

The Plaza on White Oaks, LLC, an Illinois limited liability company organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of NINE THOUSAND THREE HUNDRED Dollars (\$9,300.00), receipt of which is hereby acknowledged, and pursuant to the authority given by the member(s) of said company, hereby represents that Grantor owns the fee simple title to and grants and conveys to the City of Springfield, (Grantee), a temporary construction easement for the purpose of grading, shaping and other highway purposes, on, over, and through the following described real estate:

See attached legal description.

situated in the County of Sangamon, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate five (5) years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

TEMPORARY EASEMENT DESCRIPTION

CITY OF SPRINGFIELD

SANGAMON COUNTY

STA. 105+39.97 TO STA. 107+11.98 (WEST WHITE OAKS DRIVE)

THE PLAZA ON WHITE OAKS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

21-12-207-013

Part of Lot 2 in White Oaks West 10th Addition in the Northeast Quarter of Section 12, Township 15 North, Range 6 West of the Third Principal Meridian in Sangamon County, Illinois further described as:

Commencing at an iron pin at the northwest corner of Lot 1 in said White Oaks West 10th Addition, said point being on the southerly right of way line of Cascade Drive; thence North 89 degrees 28 minutes 23 seconds East 264.14 feet along said southerly right of way line to the point of beginning; thence continuing North 89 degrees 28 minutes 23 seconds East 5.00 feet along said southerly right of way line; thence South 00 degrees 23 minutes 01 seconds East 0.98 feet; thence North 89 degrees 36 minutes 59 seconds East 19.00 feet to a point of curvature; thence on a curve to the right with a radius of 114.11 feet through a central angle of 58 degrees 00 minutes 52 seconds having a chord distance of 110.66 feet bearing South 52 degrees 22 minutes 22 seconds East an arc distance of 115.54 feet; thence continuing on a curve to the right with a radius of 112.50 feet through a central angle of 29 degrees 17 minutes 29 seconds having a chord distance of 56.89 feet bearing South 10 degrees 12 minutes 01 second East an arc distance of 57.51 feet; thence continuing on a curve to the right with a radius of 298.50 feet through a central angle of 02 degrees 22 minutes 30 seconds having a chord distance of 12.37 feet bearing South 05 degrees 37 minutes 58 seconds West an arc distance of 12.37 feet; thence on a curve to the left with a radius of 351.50 feet through a central angle of 06 degrees 05 minutes 06 seconds having a chord distance of 37.31 feet bearing South 03 degrees 46 minutes 40 seconds West an arc distance of 37.33 feet to a point on the south line of said Lot 2; thence South 89 degrees 28 minutes 23 seconds West 7.01 feet along said south line; thence North 00 degrees 42 minutes 18 seconds West 103.02 feet; thence North 36 degrees 38 minutes 50 seconds West 49.41 feet; thence North 59 degrees 10 minutes 24 seconds West 48.02 feet; thence South 89 degrees 36 minutes 59 seconds West 39.00 feet; thence North 00 degrees 23 minutes 01 second West 6.96 feet to the point of beginning containing 0.038 acres (1,652 square feet).

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

Bearings and distances are based on the Illinois State Plane Coordinate System NAD83 (2011) - West Zone.

Affidavit of Title

Owner Address The Plaza on White Oaks, LLC, an Illinois limited liability company
3001 West White Oaks Drive
Springfield, IL 62704
Route FAU 8050 with FAU 2571
Section 05-00446-00-PV
County Sangamon
Project Hedley Road
Job No. C-96-077-25
Parcel No. 21-12.0-207-013 & TE
P.I.N. No. 21-12.0-207-013
Station 105+39.29
Station 107+11.98
Catalog No.
Contract No. 93838

State of Illinois)
) ss.
County of Sangamon)

I, Jane A. Hay , Manager of The Plaza on White Oaks, LLC

being first duly sworn upon oath states as follows:

- 1. Affiant has personal knowledge of the facts averred herein.
- 2. There are **no parties** other than Grantor in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record.
- There are no parties other than Grantor **and the parties listed below** in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record:

SEE ATTACHED EXHIBIT "A"

- 3. This affidavit is made to provide factual representation as a basis for the City of Springfield to accept a document of conveyance for the premises described in said conveyance, the premises being a portion of or all of the above described premises, from the record owners thereof.
- 4. The affiant has no knowledge of any driveway agreements, encroachments, overlaps, or boundary line disputes involving the premises to be conveyed.
- 5. The said premises described in Exhibit "A" are: (Check One)
 - Vacant and unimproved Agricultural and unimproved
 - Improved and
 - (A) There have been no improvements made or contracted for on the premises within six (6) months immediately preceding the date of the affidavit, out of which a claim for a mechanic's lien could accrue or has accrued; and
 - (B) To the best of my knowledge all improvements now on the premises comply with all local building and zoning ordinances.

0000-000

- 6. There are no chattel mortgages, conditional sales contracts or financing statements existing on or in connection with the premises to be conveyed which are not shown by the public records.
- 7. There are no taxes or special assessments which are not shown as existing liens by the public records involving the premises described in Exhibit A.
- 8. Per 50 ILCS 105/3.1, the identities of all owners and beneficiaries having an interest in the premises to be conveyed are as follows (check applicable box(es) and complete information requested):

Individual. Individual owner of the property is: _____

Nonprofit Organization. There is no individual or other organization receiving distributable income from the organization.

Public Organization, including units of local government. There is no individual or other organization receiving distributable income from the organization

Publicly-Traded Corporation. There is no readily known shareholder entitled to receive more than 7-1/2% interest in the total distribution income of the corporation.

Corporation, Partnership, Limited Liability Company. Those entitled to receive more than 7-1/2% of the total distributable income of said entity are as follows:

	Name	Address
*1.	Jane A. Hay	914 Mesa Drive, Chatham, IL 62629
2.	_____	_____
3.	_____	_____
4.	_____	_____

Land Trust or Declaration of Trust. The identity of each beneficiary of Grantor Trust is as follows:

	Name	Address	% of Interest
*1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

* IF THE INITIAL DISCLOSURES SHOW INTERESTS HELD BY ANOTHER CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, OR TRUST, THEN FURTHER DISCLOSURES SHOULD BE PROVIDED UNTIL THE NAMES OF INDIVIDUALS OWNING THE INTEREST IN THE ENTITY ARE DISCLOSED.

Dated this _____ day of _____, 2026 .

By: _____
Signature

Jane A. Hay, Manager
Print Name and Title if applicable

State of Illinois)
) ss
County of Sangamon)

This instrument was acknowledged before me on _____, 2026, by
Jane A. Hay _____ .

(SEAL)

Notary Public

My Commission Expires: _____

NOTE: THIS AFFIDAVIT MAY BE EXECUTED AND ACKNOWLEDGED ON BEHALF OF THE RECORD OWNER(S) BY ANY **ONE** OF THE RECORD OWNERS, OFFICERS, MANAGERS, PARTNERS, OR TRUSTEES HAVING KNOWLEDGE OF THE FACTS IN THIS AFFIDAVIT.

Exhibit "A"

A.L.T.A. COMMITMENT FORM
-Schedule A Continued-

LOT 2 IN WHITE OAKS 10TH PLAT EXCEPT THE COAL AND OTHER MINERALS UNDERLYING THE SURFACE OF THE LAND AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL AND OTHER MINERALS HERETOFORE CONVEYED OR RESERVED OF RECORD, SITUATED IN SANGAMON COUNTY, ILLINOIS.

PERMANENT TAX NUMBER(S): 21-12.0-207-013

Owner The Plaza on White Oaks,
LLC, an Illinois limited liability
company
Address 3001 West White Oaks Drive
Springfield, IL 62704
Route FAU 8050 with FAU 2571
County Sangamon
Job No. C-96-077-25
Parcel No. 21-12.0-207-013 & TE
P.I.N. No. 21-12.0-207-013
Section 05-00446-00-PV
Project No. CFH1(916)
Station 105+39.29
Station 107+11.98
Contract No. 93838
Catalog No.

CERTIFIED RESOLUTION
(Limited Liability Company)

I, Jane A. Hay, as manager of The Plaza on White Oaks, LLC, an Illinois limited liability company, organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business in the State of Illinois, do hereby certify that:

1. The following is a true and correct copy of a resolution adopted by the members of said limited liability company, at a meeting held of the ____ day of _____, 2026, and
2. The resolution has not been amended or revoked and is in full force and effect.

Resolved that Jane A. Hay, as manager, of the above-referenced limited liability company is hereby authorized and directed to convey the limited liability company's interest in the following described real estate in Sangamon County, Illinois to the City of Springfield for highway purposes for the sum of \$140,000.00:

See attached legal description.

Further resolved that she is authorized and directed to execute and deliver such instruments as may be necessary or convenient to consummate such sale.

RIGHT OF WAY DESCRIPTION

CITY OF SPRINGFIELD

SANGAMON COUNTY

STA. 105+39.29 TO STA. 107+11.98 (WEST WHITE OAKS DRIVE)

THE PLAZA ON WHITE OAKS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

21-12-207-013

Part of Lot 2 in White Oaks West 10th Addition in the Northeast Quarter of Section 12, Township 15 North, Range 6 West of the Third Principal Meridian in Sangamon County, Illinois further described as:

Commencing at an iron pin at the northwest corner of Lot 1 in said White Oaks West 10th Addition, said point being on the southerly right of way line of Cascade Drive; thence North 89 degrees 28 minutes 23 seconds East 269.14 feet along said southerly right of way line to the point of beginning; thence continuing North 89 degrees 28 minutes 23 seconds East 96.80 feet along said southerly right of way line to a point of curvature; thence on a curve to the right with a radius of 20.00 feet through a central angle of 89 degrees 53 minutes 17 seconds having a chord distance of 28.26 feet bearing South 45 degrees 34 minutes 33 seconds East an arc distance of 31.38 feet to a point on the westerly right of way line of West White Oaks Drive; thence South 00 degrees 37 minutes 27 seconds East 66.35 feet along said westerly right of way line to a point of curvature; thence on a curve to the left with a radius of 1,387.52 feet through a central angle of 03 degrees 39 minutes 50 seconds having a chord distance of 88.72 feet bearing South 02 degrees 29 minutes 18 seconds East an arc distance of 88.73 feet along said westerly right of way line to a point on the south line of said Lot 2; thence South 89 degrees 28 minutes 23 seconds West 8.50 feet along said south line; thence on a curve to the right with a radius of 351.50 feet through a central angle of 06 degrees 05 minutes 06 seconds having a chord distance of 37.31 feet bearing North 03 degrees 46 minutes 40 seconds East an arc distance of 37.33 feet; thence on a curve to the left with a radius of 298.50 feet through a central angle of 02 degrees 22 minutes 30 seconds having a chord distance of 12.37 feet bearing North 05 degrees 37 minutes 58 seconds East an arc distance of 12.37 feet; thence continuing on a curve to the left with a radius of 112.50 feet through a central angle of 29 degrees 17 minutes 29 seconds having a chord distance of 56.89 feet bearing North 10 degrees 12 minutes 01 second West an arc distance of 57.51 feet; thence continuing on a curve to the left with a radius of 114.11 feet through a central angle of 58 degrees 00 minutes 52 seconds having a chord distance of 110.66 feet bearing North 52 degrees 22 minutes 22 seconds West an arc distance of 115.54 feet; thence South 89 degrees 36 minutes 59 seconds West 19.00 feet; thence North 00 degrees 23 minutes 01 second West 0.98 feet to the point of beginning containing 0.073 acres (3,160 square feet).

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

Bearings and distances are based on the Illinois State Plane Coordinate System NAD83 (2011) - West Zone.

TEMPORARY EASEMENT DESCRIPTION

CITY OF SPRINGFIELD

SANGAMON COUNTY

STA. 105+39.97 TO STA. 107+11.98 (WEST WHITE OAKS DRIVE)

THE PLAZA ON WHITE OAKS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

21-12-207-013

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The said Real Estate being also shown by the plat hereto attached and made a part hereof.

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Owner The Plaza on White Oaks,
LLC, an Illinois limited liability
company
Address 3001 West White Oaks Drive
Springfield, IL 62704
Route FAU 8050 with FAU 2571
County Sangamon
Job No. C-96-077-25
Parcel No. 21-12.0-207-013
P.I.N. No. 21-12.0-207-013
Section 05-00446-00-PV
Project No. CGH1(916)
Station 105+39.29
Station 107+11.98
Contract No. 93838
Catalog No.

WARRANTY DEED
(Limited Liability Company) (Non-Freeway)

The Plaza on White Oaks, LLC, an Illinois limited liability company, organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of ONE HUNDRED THIRTY THOUSAND SEVEN HUNDRED Dollars (\$130,700.00), receipt of which is hereby acknowledged, and pursuant to the authority given by the member(s) of said company, grants, conveys, and warrants to the City of Springfield, (Grantee), the following described real estate:

See attached legal description.

situated in the County of Sangamon, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

Dated this _____ day of _____, 2026.

The Plaza on White Oaks, LLC, an Illinois
limited liability company

Company Name

By: _____
Signature

Jane A. Hay, Manager

Print Name and Title

State of Illinois)
) ss
County of Sangamon)

This instrument was acknowledged before me on _____, 2026, by
Jane A. Hay _____, as Manager
The Plaza on White Oaks, LLC, an Illinois limited liability
of _____
company _____

(SEAL)

Notary Public

My Commission Expires: _____

Exempt under 35 ILCS 200/31-45(b), Real Estate Transfer Tax Law.

Date

Buyer, Seller or Representative

This instrument was prepared by and after
recording, mail this instrument and future tax bills to:

City of Springfield
Office of Public Works
Room 201, Municipal Center West
Springfield, IL 62701

RIGHT OF WAY DESCRIPTION

CITY OF SPRINGFIELD

SANGAMON COUNTY

STA. 105+39.29 TO STA. 107+11.98 (WEST WHITE OAKS DRIVE)

THE PLAZA ON WHITE OAKS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

21-12-207-013

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The said Real Estate being also shown by the plat hereto attached and made a part hereof.

Bearings and distances are based on the Illinois State Plane Coordinate System NAD83 (2011) - West Zone.

2026-260

ORDINANCE FACT SHEET

REQUEST FORM NO: 26-36
 DATE OF 1ST READING: 5/19/2026

OFFICE REQUESTING: Public Works CONTACT PERSON: Nathan Bottom
 PHONE NUMBER: 789-2255

EMERGENCY PASSAGE: No Yes If yes, explain justification.

TYPE OF ORDINANCE: Real Estate FISCAL IMPACT: \$ 140,000.00
 (If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:
 AN ORDINANCE AUTHORIZING THE PURCHASE OF REAL ESTATE BETWEEN THE CITY OF SPRINGFIELD AND THE PLAZA ON WHITE OAKS LLC, IN AN AMOUNT NOT TO EXCEED \$140,000.00 FOR THE OFFICE OF PUBLIC WORKS.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)
 affidavit of title _____ receipt of conveyance documents & disbursement statement
 signed warranty deed _____
 signed temporary easement _____

CONTRACTOR / VENDOR NAME: The Plaza on White Oaks, LLC VENDOR NO: _____
 CONTRACT TERM: completion CONTRACT # _____ Change in Scope Yes No

CONTRACT AMOUNT: \$140,000.00 Change Order # _____ Additional Amount _____
 (Original amount if change order)

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	STRS	2301 \$ 140,000.00
2					
3					
4					

FUNDS CHECK BY: _____ Date: 5/19/2026
 DIRECTOR / SUPERVISOR SIGNATURE _____ Date: 4 MAY 26
 CITY PURCHASING AGENT: _____ Date: 5/15/2026

COMMENTS
 This ordinance is for the purchase of a portion of a parcel and temporary construction easement located at 3001 West White Oaks Drive. The purchase of said real estate is for public purposes, specifically associated with the Hedley Road and West White Oaks Drive Safety Improvements.

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

2026-260

AN ORDINANCE AUTHORIZING THE PURCHASE OF REAL ESTATE BETWEEN THE CITY OF SPRINGFIELD AND WESTGATE SC LLC, LOCATED AT 2733 VETERANS PARKWAY, ASSOCIATED WITH HEDLEY ROAD AND WEST WHITE OAKS DRIVE SAFETY IMPROVEMENTS, IN AN AMOUNT NOT TO EXCEED \$12,650.00, 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, Westgate SC, LLC owns real estate located at 2733 Veterans Parkway in Sangamon County; and

WHEREAS, the City of Springfield, through the Office of Public Works, desires to purchase a portion of a parcel and temporary construction easement of said real estate in the amount of \$12,650.00 for public purposes specifically associated with the Hedley Road and West White Oaks Drive Safety Improvements as summarized on the Transaction Summary attached as Exhibit A; and

WHEREAS, it is necessary to authorize \$12,650.00 for purchase of real estate located at 2733 Veterans Parkway, in compliance with the federal Uniform Relocation Act; and

WHEREAS, a copy of the necessary documents for purchasing the property 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 a contract with Westgate SC, LLC to purchase a portion of a parcel and temporary construction easement of real estate located at 2733 Veterans Parkway, for an amount not to exceed \$12,650.00, for public purposes specifically associated with the Hedley Road and West White Oaks Drive Safety Improvements. A copy of the Contract for Purchase shall be on file in the Office of the City Clerk.

Section 2: That after passage the Mayor and City Clerk are hereby authorized and directed to execute any documents on behalf of the City which may be necessary to complete the purchase of the property approved by this ordinance, provided that other terms and conditions of the purchase contract are fulfilled as summarized on attached Exhibit A.

Section 3: That upon proper documentation, the Office of Budget and Management is hereby directed to make payment of \$12,650.00 to Westgate SC, LLC for purchase of real property located at 2733 Veterans Parkway, from account number 041-110-GAST-STRS-2301 in accordance with the purchase documents located in the Office of the City Clerk.

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

PASSED: _____, 2026

SIGNED: _____, 2026

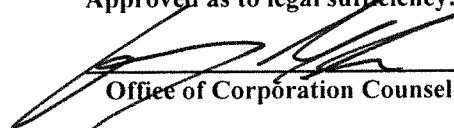
RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 5-13-26
Office of Corporation Counsel / Date

Owner Westgate SC, LLC, a
Delaware limited liability
company
Address 2733 Veterans Parkway
Springfield, IL 62704
Route Route 8050 with FAU
County 2571 Sangamon
Job No. C-96-077-25
Parcel No. 21-12.0-227-020TE
P.I.N. No. 21-12.0-227-020
Section 05-00446-00-PV
Project No.
Station 107+78.88 to
Station 108-49.72
Contract No.
Catalog No.

EASEMENT HOLDER'S CONSENT TO TEMPORARY CONSTRUCTION EASEMENT
(Limited Liability Company)

Niemann Holdings, LLC, an Illinois limited liability company, ("Easement Holder") holds certain rights and interests, including but not limited to easement interests, in real property (the "Premises"), as set forth in that certain Construction, Operation and Reciprocal Easement Agreement dated December 31, 1986 and recorded on December 31, 1986 in the Office of the Recorder of Deeds of Sangamon County, Illinois as Document No. 1986R19949 ("Easement Agreement") and as set forth in that certain Amendment to Construction, Operation and Reciprocal Easement Agreement dated April 6, 1987 and recorded on April 7, 1987 in the Office of the Recorder of Deeds of Sangamon County, Illinois as Document No. 1987R61106 ("Easement Agreement") and as set forth in that certain Second Amendment to Construction, Operation and Reciprocal Easement Agreement dated January 16, 2020 and recorded on April 8, 2020 in the Office of the Recorder of Deeds of Sangamon County, Illinois as Document No. 2020R07284 ("Easement Agreement").

The current owner of the Premises intends to grant to the City of Springfield, Illinois a Temporary Construction Easement dated December 11, 2025 over, upon and across a portion of the Premises legally described as follows:

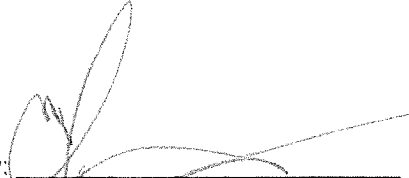
See attached legal description.

In order for the City of Springfield, Illinois to proceed with this acquisition, Easement Holder must consent to the Temporary Construction Easement.

Easement Holder, having been requested to consent to the Temporary Construction Easement, for and in consideration of the sum of ONE Dollars (\$1.00), the receipt whereof is hereby acknowledged, and pursuant to the authority given by the members of said company, hereby consents to the creation of the easement set forth in the Temporary Construction Easement and agrees to comply with the terms of the Temporary Construction Easement.

The remaining property described in the Easement Agreement shall continue to be held under the terms thereof.

Dated this 10th day of April, 2026.

By: 
Christopher J. Niemann, Member

Niemann Holdings, LLC, an Illinois limited liability company
Company Name

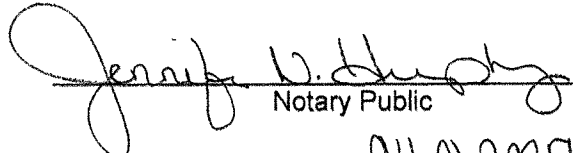
By: 
Signature

Richard H. Niemann, Jr, Member
Print Name and Title

State of Illinois)
County of Adams) ss

This instrument was acknowledged before me on April 10, 2026, by Richard H. Niemann, Jr and Christopher J Niemann, as Members of Niemann Holdings, LLC, an Illinois limited liability company.




Notary Public
My Commission Expires: 04-06-2027

This instrument was prepared by and return to: City of Springfield, Illinois
Office of Public Works
Room 201, Municipal Center West
Springfield, IL 62701

2026-261

TEMPORARY EASEMENT DESCRIPTION

CITY OF SPRINGFIELD

SANGAMON COUNTY

STA. 107+78.88 TO STA. 108+49.72 (WEST WHITE OAKS DRIVE)

WHITE OAKS PLAZA, LLC, A DELAWARE LIMITED LIABILITY COMPANY

21-12-227-020

Part of Lot 2B-4A3 of the Redivision of Lot 2B-4A1 of the Redivision of Lot 2B-4A of the Redivision of Lot 2B-4 of the Redivision of Lot 2B of the Redivision of Lot 2 in White Oaks West First Addition in the Northeast Quarter of Section 12, Township 15 North, Range 6 West of the Third Principal Meridian in Sangamon County, Illinois further described as:

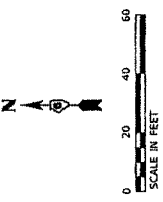
Commencing at an iron pin at the northwest corner of Lot 3 in White Oaks West First Addition, said point being on the easterly right of way line of W. White Oaks Drive; thence North 00 degrees 35 minutes 49 seconds West 21.07 feet along said easterly right of way line to the point of beginning; thence continuing along said easterly right of way line North 00 degrees 35 minutes 49 seconds West 49.72 feet to the north line of said Lot 2B-4A3; thence North 89 degrees 24 minutes 11 seconds East 24.86 feet along said north line; thence South 00 degrees 42 minutes 18 seconds East 70.79 feet to the south line of said lot 2B-4A3; thence South 89 degrees 24 minutes 11 seconds West 4.00 feet along said south line; thence North 00 degrees 42 minutes 18 seconds West 21.11 feet; thence South 89 degrees 17 minutes 42 seconds West 20.95 feet to the point of beginning containing 0.030 acres (1,322 square feet).

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

Bearings and distances are based on the Illinois State Plane Coordinate System NAD83 (2011) - West Zone.

LEGEND

	PROPOSED RIGHT OF WAY
	PROPOSED TEMPORARY EASEMENT
	PROPOSED PERMANENT EASEMENT
	EXISTING RIGHT OF WAY
	EXISTING PERMANENT EASEMENT
	PROPERTY LINE
	SECTION LINE
	DEED/PLAT LINE
	COMMON OWNER
	LOT CORNER
	IRON PIPE
	IRON PIN (SET)
	STONE
	R.O.W. MARKER



THE REDIVISION OF LOT 2B-4A
OF THE REDIVISION OF LOT 2B
OF THE REDIVISION OF LOT 2
OF THE REDIVISION OF LOT 2
OF WHITE OAKS WEST - FIRST ADDITION
DOC # 2009R23587

LOT 2B-4A2

THE REDIVISION OF LOT 2B-4A1
OF THE REDIVISION OF LOT 2B-4
OF THE REDIVISION OF LOT 2B
OF THE REDIVISION OF LOT 2
OF WHITE OAKS WEST - FIRST ADDITION
DOC # 2020R05402

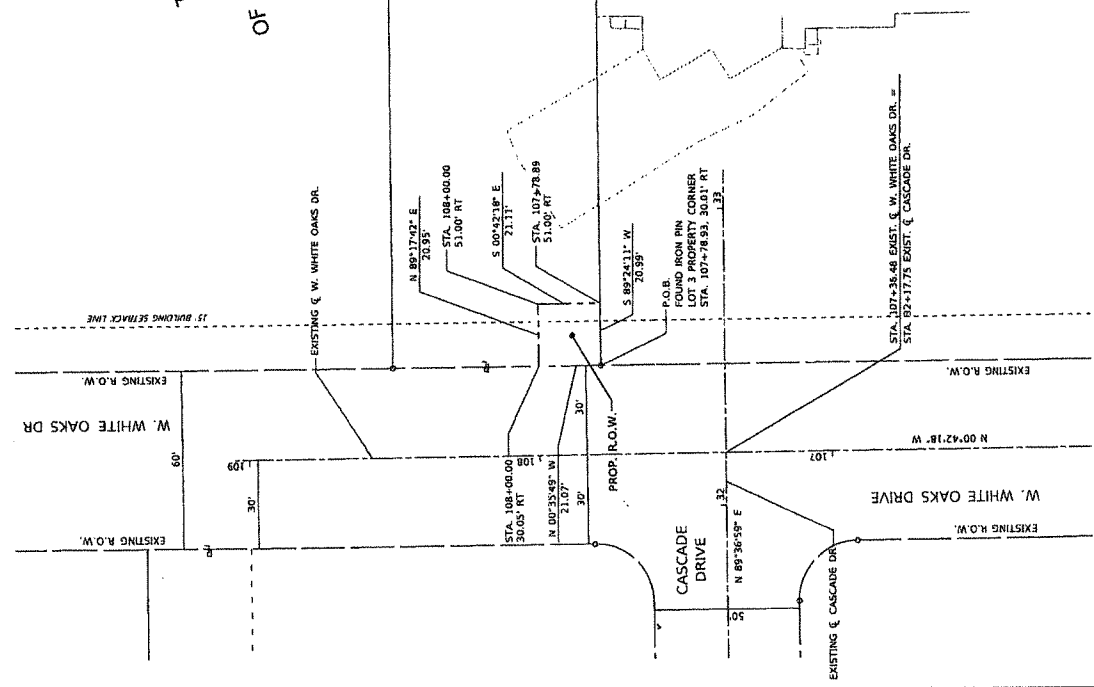
LOT 2B-4A3

PIN 21-12-227-920

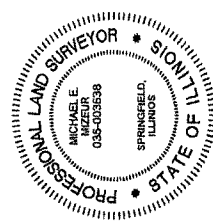
WHITE OAKS WEST FIRST ADDITION
DOC # 1986R49946

LOT 3

NE 1/4 OF SEC. 12, T. 15 N., R. 6 W.



THIS PROFESSIONAL SERVICE CONFORMS TO THE
CURRENT ILLINOIS MINIMUM STANDARDS FOR A
BOUNDARY SURVEY.
THIS IS TO CERTIFY THAT THIS IS A TRUE AND
CORRECT COPY OF THE ORIGINAL SURVEY
IN ACCORDANCE WITH THE ILLINOIS
REGULATIONS AND IN THE DIRECTION OF THE
ILLINOIS DEPARTMENT OF
TRANSPORTATION.



MICHAEL E. MIZEUR - ILLINOIS PROFESSIONAL
LAND SURVEYOR
MY LICENSE EXPIRES 11-30-2024
PROFESSIONAL DESIGN FIRM NO. 184-000613

PIN 21-12-227-020

(SHEET 7 OF 2)

WHITE OAKS PLAZA, LLC.
A DELAWARE LIMITED LIABILITY COMPANY

TOTAL AREA = 941,332 SQ. FT. ± OR 21.61 ACRES ±
PROP. R.O.W. AREA = 442 SQ. FT. ± OR 0.010 ACRES ±
TOTAL AREA REPAIRING = 940,890 SQ. FT. ± OR 21.60 ACRES ±
TE AREA = 1,322 SQ. FT. ± OR 0.030 ACRES ±
TE PURPOSE = GRADING AND SHAPING
(SEE SHEET 2 FOR TE)

LOT 2B-4A3 OF THE REDIVISION OF LOT 2B-4A1 OF THE REDIVISION OF LOT 2B-4A
OF THE REDIVISION OF LOT 2B-4 OF THE REDIVISION OF LOT 2B OF THE REDIVISION
OF LOT 2 OF WHITE OAKS WEST - FIRST ADDITION, BEING A PART OF SECTION 12,
TOWNSHIP 15 NORTH, RANGE 6 WEST OF THE THIRD PRINCIPAL MERIDIAN,
SANGAMON COUNTY, ILLINOIS, ACCORDING TO THE ORIGINAL SURVEY
OF SAID LOT 2B-4A3, AS SHOWN ON MAP NUMBER 000805-9402, SITUATED IN THE COUNTY
OF SANGAMON COUNTY, ILLINOIS.

NOTE:
BASIS OF BEARING IS THE ILLINOIS
STATE PLANE COORDINATE SYSTEM,
NAD83, WEST ZONE

	DATE MADE - 11/14/2024 DATE CHECKED - 11/14/2024 DATE PLOTTED - 11/14/2024	DESIGNED - DRAWN - CHECKED - DATE	REVISIONS REVISION REVISION REVISION	CITY OF SPRINGFIELD, ILLINOIS RIGHT-OF-WAY PLAT	ROUTE SEC 12	SECTION T 15N, R 6W OF 3RD P.M.	COUNTY SANGAMON JOB# PROJECT# STA. 107+78.93 TO STA. 108+00.00
	SHEET NO. 7 OF 2		SHEETS		CONTRACT NO.		

Owner Niemann Holdings, LLC, an
Illinois limited liability
company
Address 2733 Veterans Parkway
Springfield, IL 62704
Route FAU 8050 with FAU 2571
County Sangamon
Job No. C-96-077-25
Parcel No. 21-12.0-227-020
P.I.N. No. 21-12.0-227-020
Section 05-00446-00-PV
Project No. CFH1(916)
Station 107+78.89 to
Station 108+00.00
Contract No. 93838
Catalog No.

QUITCLAIM DEED
(Limited Liability Company) (Non-Freeway)

Niemann Holdings, LLC, an Illinois limited liability company, duly organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business under the Statutes of the State of Illinois, (Grantor), for and in consideration of One Dollars (\$1.00), receipt of which is hereby acknowledged, and pursuant to authority given by the members of said company, conveys and quitclaims to the City of Springfield, Illinois, (Grantee), all existing legal and equitable rights of the Grantor, including, without limitation, any after-acquired title, in and to the following described real estate situated in the County of Sangamon in the State of Illinois, to-wit:

See attached legal description.

The Grantor, without limiting the interest above granted and conveyed, does hereby acknowledge that upon payment of the agreed consideration all claims arising out of the above acquisition have been settled, including any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the above-described premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

Dated this 10th day of April, 2026.

By: [Signature]
Signature
Christopher J. Niemann, Member

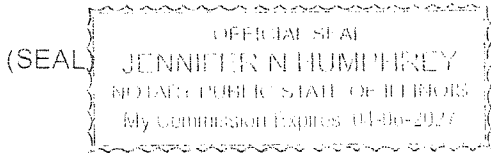
Niemann Holdings, LLC, an Illinois
limited liability company
Company Name
By: [Signature]
Signature
Richard H. Niemann, Jr., Member
Print Name and Title

State of ILLINOIS

)
) ss
)

County of ADAMS

This instrument was acknowledged before me on April 10, 2026, by
Richard H. Niemann, Jr and Christopher J. Niemann, as Members
of Niemann Holdings, LLC, an Illinois limited liability company.



[Signature]
Notary Public
My Commission Expires: 4-6-2027

Exempt under 35 ILCS 200/31-45(b), Real Estate Transfer Tax Law.

Date

Buyer, Seller or Representative

This instrument was prepared by and after
recording, mail this instrument and future tax bills to:

City of Springfield, Illinois
Office of Public Works
Room 201, Municipal Center West
Springfield, IL 62701

RIGHT OF WAY DESCRIPTION

CITY OF SPRINGFIELD

SANGAMON COUNTY

STA. 107+78.89 TO STA. 108+00.00 (WEST WHITE OAKS DRIVE)

WHITE OAKS PLAZA, LLC, A DELAWARE LIMITED LIABILITY COMPANY

21-12-227-020

Part of Lot 2B-4A3 of the Redivision of Lot 2B-4A1 of the Redivision of Lot 2B-4A of the Redivision of Lot 2B-4 of the Redivision of Lot 2B of the Redivision of Lot 2 in White Oaks West First Addition in the Northeast Quarter of Section 12, Township 15 North, Range 6 West of the Third Principal Meridian in Sangamon County, Illinois further described as:

Beginning at an iron pin at the northwest corner of Lot 3 in White Oaks West First Addition, said point being on the easterly right of way line of W. White Oaks Drive; thence North 00 degrees 35 minutes 49 seconds West 21.07 feet along said easterly right of way line; thence North 89 degrees 17 minutes 42 seconds East 20.95 feet; thence South 00 degrees 42 minutes 18 seconds East 21.11 feet to the north line of said Lot 3; thence South 89 degrees 24 minutes 11 seconds West 20.99 feet along said north line to the point of beginning containing 0.010 acres (442 square feet).

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

Bearings and distances are based on the Illinois State Plane Coordinate System NAD83 (2011) - West Zone.

Affidavit of Title

Owner Westgate SC, LLC,
a Delaware limited liability company
Address 2733 Veterans Parkway
Springfield, IL 62704
Route FAU 8050 with FAU 2571
Section 05-00446-00-PV
County Sangamon
Project Hedley Road
Job No.
Parcel No. 21-12.0-227-020 & TE
P.I.N. No. 21-12.0-227-020
Station 107+78.88
Station 108+49.72
Catalog No.
Contract No.

State of Missouri)
) ss.
County of Jackson)

I, Eric Gonsler , Manager of Westgate SC, LLC, a Delaware limited liability company

being first duly sworn upon oath states as follows:

- 1. Affiant has personal knowledge of the facts averred herein.
- 2. There are **no parties** other than Grantor in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record.
- There are no parties other than Grantor **and the parties listed below** in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record:
Kohl's

SEE ATTACHED EXHIBIT "A"

- 3. This affidavit is made to provide factual representation as a basis for the City of Springfield to accept a document of conveyance for the premises described in said conveyance, the premises being a portion of or all of the above described premises, from the record owners thereof.
- 4. The affiant has no knowledge of any driveway agreements, encroachments, overlaps, or boundary line disputes involving the premises to be conveyed.
- 5. The said premises described in Exhibit "A" are: (Check One)
 - Vacant and unimproved Agricultural and unimproved
 - Improved and
 - (A) There have been no improvements made or contracted for on the premises within six (6) months immediately preceding the date of the affidavit, out of which a claim for a mechanic's lien could accrue or has accrued; and
 - (B) To the best of my knowledge all improvements now on the premises comply with all local building and zoning ordinances.

2023-201

6. There are no chattel mortgages, conditional sales contracts or financing statements existing on or in connection with the premises to be conveyed which are not shown by the public records.
7. There are no taxes or special assessments which are not shown as existing liens by the public records involving the premises described in Exhibit A.
8. Per 50 ILCS 105/3.1, the identities of all owners and beneficiaries having an interest in the premises to be conveyed are as follows (check applicable box(es) and complete information requested):

Individual. Individual owner of the property is: _____

Nonprofit Organization. There is no individual or other organization receiving distributable income from the organization.

Public Organization, including units of local government. There is no individual or other organization receiving distributable income from the organization

Publicly-Traded Corporation. There is no readily known shareholder entitled to receive more than 7-1/2% interest in the total distribution income of the corporation.

Corporation, Partnership, Limited Liability Company. Those entitled to receive more than 7-1/2% of the total distributable income of said entity are as follows:

	Name	Address
*1.	Robert H. Johnson Jr Revocable Trust	4520 Madison Avenue, Ste. 300, Kansas City, MO 64111
2.	R. Michael Johnson	4520 Madison Avenue, Ste. 300, Kansas City, MO 64111
3.	Gonsher Joint Revocable Trust	4520 Madison Avenue, Ste. 300, Kansas City, MO 64111
4.	Gonsher Holdings, LLC	4520 Madison Avenue, Ste. 300, Kansas City, MO 64111

Land Trust or Declaration of Trust. The identity of each beneficiary of Grantor Trust is as follows:

	Name	Address	% of Interest
*1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

* IF THE INITIAL DISCLOSURES SHOW INTERESTS HELD BY ANOTHER CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, OR TRUST, THEN FURTHER DISCLOSURES SHOULD BE PROVIDED UNTIL THE NAMES OF INDIVIDUALS OWNING THE INTEREST IN THE ENTITY ARE DISCLOSED.

2011-07-11 10:00 AM

Dated this 11 day of December, 2025.

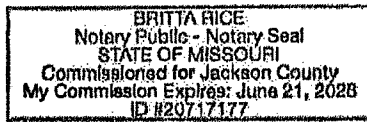
By: [Signature]
Signature

ERIC GONSHER, MANAGER
Print Name and Title if applicable

State of Missouri)
County of Jackson) ss

This instrument was acknowledged before me on December 11, 2025, by
Eric Gonsher

(SEAL)



[Signature]
Notary Public
My Commission Expires: 6-21-28

NOTE: THIS AFFIDAVIT MAY BE EXECUTED AND ACKNOWLEDGED ON BEHALF OF THE RECORD OWNER(S) BY ANY **ONE** OF THE RECORD OWNERS, OFFICERS, MANAGERS, PARTNERS, OR TRUSTEES HAVING KNOWLEDGE OF THE FACTS IN THIS AFFIDAVIT.

2023-231

Exhibit "A"

A.L.T.A. COMMITMENT FORM
-Schedule A Continued-

LOT 2B-4A3 OF THE REDIVISION OF LOT 2B-4A-1 OF THE REDIVISION OF LOT 2B-4A OF THE REDIVISION OF LOT 2B-4 OF THE REDIVISION OF LOT 2B OF THE REDIVISION OF LOT 2 OF WHITE OAKS WEST - FIRST ADDITION, BEING A PART OF SECTION 12, TOWNSHIP 15 NORTH, RANGE 6 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED MARCH 16, 2020, AS DOCUMENT NUMBER 2020R05402. SITUATED IN THE COUNTY OF SANGAMON COUNTY, ILLINOIS.

PERMANENT TAX NUMBER(S): 21-12.0-227-020

Owner White Oaks Plaza, LLC, a
Delaware limited liability
company
Address 2733 Veterans Parkway
Springfield, IL 62704
Route FAU 8050 with FAU 2571
County Sangamon
Job No.
Parcel No. 21-12.0-227-020 & TE
P.I.N. No. 21-12.0-227-020
Section 05-00446-00-PV
Project No.
Station 107+78.88
Station 108+49.72
Contract No.
Catalog No.

CERTIFIED RESOLUTION
(Limited Liability Company)

I, Eric Gonsher, as manager of White Oaks Plaza, LLC, a Delaware limited liability company, organized and existing under and by virtue of the laws of the State of Delaware and duly authorized to do business in the State of Illinois, do hereby certify that:

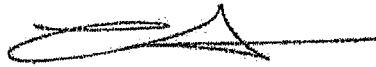
1. The following is a true and correct copy of a resolution adopted by the members of said limited liability company, at a meeting held of the 11 day of December, 2025, and
2. The resolution has not been amended or revoked and is in full force and effect.

Resolved that Eric Gonsher, as manager, of the above-referenced limited liability company is hereby authorized and directed to convey the limited liability company's interest in the following described real estate in Sangamon County, Illinois to the City of Springfield for highway purposes for the sum of \$12,650.00:

See attached legal description.

Further resolved that he is authorized and directed to execute and deliver such instruments as may be necessary or convenient to consummate such sale.

Dated this 11 day of December, 2025



Signature

ERIC GONSHER, MANAGER

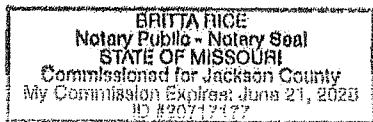
Print Name and Title

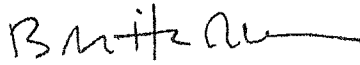
State of Missouri)
County of Jackson) ss

This instrument was acknowledged before me on December 11, 2025, by
Eric Gonsler, as manager

of Westgate SC, LLC, a Delaware limited liability company

(SEAL)





Notary Public

My Commission Expires: 6-21-28

RIGHT OF WAY DESCRIPTION

CITY OF SPRINGFIELD

SANGAMON COUNTY

STA. 107+78.89 TO STA. 108+00.00 (WEST WHITE OAKS DRIVE)

WHITE OAKS PLAZA, LLC, A DELAWARE LIMITED LIABILITY COMPANY

21-12-227-020

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The said Real Estate being also shown by the plat hereto attached and made a part hereof.

Bearings and distances are based on the Illinois State Plane Coordinate System NAD83 (2011) - West Zone.

TEMPORARY EASEMENT DESCRIPTION

CITY OF SPRINGFIELD

SANGAMON COUNTY

STA. 107+78.88 TO STA. 108+49.72 (WEST WHITE OAKS DRIVE)

WHITE OAKS PLAZA, LLC, A DELAWARE LIMITED LIABILITY COMPANY

21-12-227-020

Part of Lot 2B-4A3 of the Redivision of Lot 2B-4A1 of the Redivision of Lot 2B-4A of the Redivision of Lot 2B-4 of the Redivision of Lot 2B of the Redivision of Lot 2 in White Oaks West First Addition in the Northeast Quarter of Section 12, Township 15 North, Range 6 West of the Third Principal Meridian in Sangamon County, Illinois further described as:

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Bearings and distances are based on the Illinois State Plane Coordinate System NAD83 (2011) - West Zone.

2012

Owner Westgate SC, LLC
Address 2733 Veterans Parkway
Springfield, IL 62704
Route FAU 8050 with FAU 2571
County Sangamon
Job No. C-96-77-25
Parcel No. 21-12.0-227-020 & TE
P.I.N. No. 21-12.0-227-020
Section 05-00446-00-PV
Project No. CFH1(916)
Station 107+78.89
Station 108+00.00
Contract No. 93838
Catalog No.

WARRANTY DEED
(Limited Liability Company) (Non-Freeway)

Westgate SC, LLC, a Delaware limited liability company, organized and existing under and by virtue of the laws of the State of Delaware and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of SIX THOUSAND EIGHT HUNDRED Dollars (\$6,800.00), receipt of which is hereby acknowledged, and pursuant to the authority given by the member(s) of said company, grants, conveys, and warrants to the City of Springfield, (Grantee), the following described real estate:

See attached legal description.

situated in the County of Sangamon, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

Dated this 11 day of December, 2025.

Westgate SC, LLC, a Delaware limited liability company

Company Name

By:

[Signature]

Signature

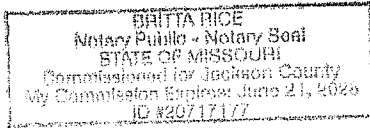
ERIC GONSHER, MANAGER

Print Name and Title

State of Missouri)
County of Jackson) ss

This instrument was acknowledged before me on December 11, 2025, by Eric Gonsher, as manager of Westgate SC, LLC, a Delaware limited liability company.

(SEAL)



[Signature]

Notary Public

My Commission Expires:

6-21-28

Exempt under 35 ILCS 200/31-45(b), Real Estate Transfer Tax Law.

Date

Buyer, Seller or Representative

This instrument was prepared by and after recording, mail this instrument and future tax bills to:

City of Springfield
Office of Public Works
Room 201, Municipal Center West
Springfield, IL 62701

2026-001

RIGHT OF WAY DESCRIPTION

CITY OF SPRINGFIELD

SANGAMON COUNTY

STA. 107+78.89 TO STA. 108+00.00 (WEST WHITE OAKS DRIVE)

WHITE OAKS PLAZA, LLC, A DELAWARE LIMITED LIABILITY COMPANY

21-12-227-020

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Delaware limited liability
company
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Springfield, IL 62704
Route FAU 8050 with FAU 2571
County Sangamon
Job No. C-96-77-25
Parcel No. 21-12.0-227-020TE
P.I.N. No. 21-12.0-227-020
Section 05-00446-00-PV
Project No. CFH1(916)
Station 107+78.88 to
Station 108+49.72
Contract No. 93838
Catalog No.

TEMPORARY CONSTRUCTION EASEMENT
(Limited Liability Company)

Westgate SC, LLC, a Delaware limited liability company, organized and existing under and by virtue of the laws of the State of Delaware and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of FIVE THOUSAND EIGHT HUNDRED FIFTY Dollars (\$5,850.00), receipt of which is hereby acknowledged, and pursuant to the authority given by the member(s) of said company, hereby represents that Grantor owns the fee simple title to and grants and conveys to the City of Springfield, (Grantee), a temporary construction easement for the purpose of grading, shaping and other highway purposes, on, over, and through the following described real estate:

See attached legal description.

situated in the County of Sangamon, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate five (5) years from the execution of this document, or on the completion of the proposed project, whichever is the sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

8000 111

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representative, successors and assigns of Grantor.

Dated this 11 day of December, 2025

Westgate SC, LLC, a Delaware limited liability company

Company Name

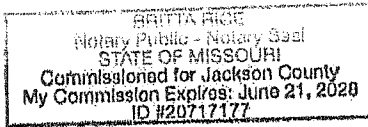
By: [Signature]
Signature

ERIC GONSHER, MANAGER
Print Name and Title

State of Missouri)
County of Jackson) ss

This instrument was acknowledged before me on December 11, 2025, by Eric Gonsher, as Manager of Westgate SC, LLC, a Delaware limited liability company

(SEAL)



[Signature]
Notary Public

My Commission Expires: 6-21-28

This instrument was prepared by and after recording return to:

City of Springfield
Office of Public Works
Room 201, Municipal Center West
Springfield, IL 62701

TEMPORARY EASEMENT DESCRIPTION

CITY OF SPRINGFIELD

SANGAMON COUNTY

STA. 107+78.88 TO STA. 108+49.72 (WEST WHITE OAKS DRIVE)

WHITE OAKS PLAZA, LLC, A DELAWARE LIMITED LIABILITY COMPANY

21-12-227-020

Part of Lot 2B-4A3 of the Redivision of Lot 2B-4A1 of the Redivision of Lot 2B-4A of the Redivision of Lot 2B-4 of the Redivision of Lot 2B of the Redivision of Lot 2 in White Oaks West First Addition in the Northeast Quarter of Section 12, Township 15 North, Range 6 West of the Third Principal Meridian in Sangamon County, Illinois further described as:

Commencing at an iron pin at the northwest corner of Lot 3 in White Oaks West First Addition, said point being on the easterly right of way line of W. White Oaks Drive; thence North 00 degrees 35 minutes 49 seconds West 21.07 feet along said easterly right of way line to the point of beginning; thence continuing along said easterly right of way line North 00 degrees 35 minutes 49 seconds West 49.72 feet to the north line of said Lot 2B-4A3; thence North 89 degrees 24 minutes 11 seconds East 24.86 feet along said north line; thence South 00 degrees 42 minutes 18 seconds East 70.79 feet to the south line of said lot 2B-4A3; thence South 89 degrees 24 minutes 11 seconds West 4.00 feet along said south line; thence North 00 degrees 42 minutes 18 seconds West 21.11 feet; thence South 89 degrees 17 minutes 42 seconds West 20.95 feet to the point of beginning containing 0.030 acres (1,322 square feet).

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

Bearings and distances are based on the Illinois State Plane Coordinate System NAD83 (2011) - West Zone.

Receipt of Conveyance Documents and Disbursement Statement

Owner Westgate SC LLC, a Delaware limited liability company
 Job No. C-96-77-25
 Parcel No. 21-12.0-227-020 & TE

The City of Springfield (Grantee) acknowledges Receipt of the following:

(Check all that apply.)

- Warranty Deed covering 442 square feet
- Permanent Easement covering 0.0 square feet
- Temporary Construction Easement covering 1,322 square feet

all located in Sangamon County, Illinois as right of way for FAU Route 8050 with FAU 2571, Section 05-00446-00-PV dated December 11, 2025, executed by the undersigned Grantors.

Grantor and Grantee agree as follows:

1. The payment of the sum of TWELVE THOUSAND SIX HUNDRED FIFTY Dollars (\$12,650.00) to Grantor as total consideration for the deed and temporary construction easement, by Grantee is subject to Grantee's approval of title and documentation and, if applicable, Grantee's final approval in accordance with Section 9.02 of the Illinois State Finance Act.
2. All improvements located, wholly or partially, on the parcel shall become the property of the City of Springfield, unless provided as follows:

None
3. Possession and transfer of title to the City of Springfield occur when Grantee delivers a state warrant to Grantor, in person or to the address stated herein, in the amount of the above stated consideration, unless provided herein. Grantor shall have the sole responsibility and obligation to protect, preserve and maintain the parcel and improvements thereon until delivery of possession to Grantee.
4. Grantor directs Grantee to disburse the above stated consideration by warrant or by separate warrants as follows:

<u>Name*</u>	<u>TIN/FEIN/SSN**</u>	<u>Address</u>	<u>Amount</u>
Westgate SC, LLC, a Delaware limited liability company	87-0971039	4520 Madison Ave., Suite 300 Kansas City, MO 64111	\$12,650.00
			\$
			\$

*If multiple names on the same warrant, list first and circle the name of the person or entity whose TIN/FEIN/SSN is entered above. If lien holder is to be paid by warrant, use Grantor's TIN or SSN with their name listed first and lien holder second. The first payee must match the TIN used.

****Attach a current W-9 form for each TIN/FEIN/SSN.**

10/11/2025

5. **NON-FOREIGN CERTIFICATION – FIRPTA.** Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor is a foreign person. For purposes of this paragraph, "Transferee" shall mean "Grantee" and "Transferor" shall mean "Grantor". To inform the Grantee that withholding of tax is not required upon the disposition of a U.S. real property interest by Grantor, the Grantor hereby certifies the following:
- a. Transferor is the owner of the real property being conveyed;
 - b. Transferor is not a foreign person, entity, or disregarded entity (as such terms are defined in the Internal Revenue Code and Income Tax Regulations); and
 - c. Transferor's U.S. Taxpayer Identification Number and address set forth above are true and correct.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

EC
Initial

~~6. Illinois law (15 ILCS 405/10.05 to 405/10.05b) requires the State of Illinois Comptroller to deduct from any State of Illinois warrants or payments the amount of any outstanding account or claim in favor of the State of Illinois and any amount necessary to satisfy past due child support or delinquent student loan and financial aid obligations on any loan guaranteed by the Illinois Student Assistance Commission.~~

7. This Receipt of Conveyance Documents and Disbursement Statement is the entire and exclusive agreement between the parties and supersede any written or oral understanding, promise or agreement, directly or indirectly related to the conveyance of parcel and improvements. The parties agree that any changes to this Receipt may only be made in writing and signed by the parties.

Date: December 11, 2025

Grantor: Westgate SC, LLC, a Delaware limited liability company

Signature
ERIC GONSHER, MANAGER
Print Name (and Title, if applicable)

Signature

Print Name (and Title, if applicable)

Signature

Print Name (and Title, if applicable)

Signature

Print Name (and Title, if applicable)

Date: March 19, 2026

Grantee:

The City of Springfield
Samantha Held
for the City of Springfield, Illinois

ORDINANCE FACT SHEET

REQUEST FORM NO: 26-35
 DATE OF 1ST READING: 5/19/2026

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom
 PHONE NUMBER: 789-2255

EMERGENCY PASSAGE: No Yes If yes, explain justification.

TYPE OF ORDINANCE: Real Estate FISCAL IMPACT: \$ 12,650.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE PURCHASE OF REAL ESTATE BETWEEN THE CITY OF SPRINGFIELD AND WESTGATE SC, LLC IN AN AMOUNT NOT TO EXCEED \$12,650.00 FOR THE OFFICE OF PUBLIC WORKS.

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

affidavit of title receipt of conveyance documents & disbursement statement
 signed warranty deed _____
 signed temporary easement _____

CONTRACTOR / VENDOR NAME: Westgate SC, LLC VENDOR NO: _____

CONTRACT TERM: completion CONTRACT # _____ Change in Scope Yes No

CONTRACT AMOUNT: \$12,650.00 (Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one) Previous Ord #s _____

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	STRS	2301	\$ 12,650.00
2						
3						
4						

FUNDS CHECK BY: _____ Date: 5/14/2026
 DIRECTOR / SUPERVISOR SIGNATURE _____ Date: 4 MAY 26
 CITY PURCHASING AGENT: _____ Date: 5/5/2026

COMMENTS

This ordinance is for the purchase of a portion of a parcel and temporary construction easement located at 2733 Veterans Parkway. The purchase of said real estate is for public purposes, specifically associated with the Hedley Road and West White Oaks Drive Safety Improvements.

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

AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "A" LIQUOR LICENSES BY ONE FOR THE OLD FASHION, INC D/B/A GOLD MINE GAMING, LOCATED AT 3126 S. 6TH STREET.

WHEREAS, The Old Fashion, Inc has applied for a Class "A" liquor license for the business known as Gold Mine Gaming located at 3126 S. 6th Street; 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



Office of Corporation Counsel / Date 5-13-26

**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING: 05/19/2026	REQUESTED BY: Business Licensing	CONTACT: Todd Oliver	PHONE #: 788-8411 ex. 4960
LICENSEE:	The Old Fashion Inc. dba Gold Mine Gaming		
LOCATION:	3126 S. 6 th Street		
EMERGENCY PASSAGE: (Please check one)	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> X	<input type="checkbox"/> NO
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	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	10:00 p.m.
	B1	Packaged sales	2:00 a.m.
	C	Packaged beer and wine only	10:00 p.m.
	C1	Packaged beer and wine only	2:00 a.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	

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

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

AN ORDINANCE APPROVING THE APPOINTMENT OF ANTHONY MARES TO THE BOARD OF MANAGERS OF OAK RIDGE CEMETERY

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

WHEREAS, pursuant to Section 92.15(b) of the 1988 City Code of Ordinances, as amended, the mayor, upon advice and consent of the City Council, appoints members to serve on the Board of Managers of Oak Ridge Cemetery for a three-year term; and

WHEREAS, Mayor Buscher desires to appoint Anthony Mares to serve on the Oak Ridge Cemetery Board of trustees through December 1, 2027.

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 Anthony Mares to serve on the Oak Ridge Cemetery Board of trustees through December 1, 2027, for the Office of Public Works.

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

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher



Office of Corporation Counsel / Date

ORDINANCE FACT SHEET
OFFICE REQUESTING: Mayor Buscher

REQUEST FORM NO:
DATE OF 1ST READING: 5/19/24
CONTACT PERSON: Billy Fleischli
PHONE NUMBER: 789-2200

EMERGENCY PASSAGE: NO 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 Anthony Mares to the Board of Managers of Oak Ridge Cemetery

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: _____
 _____ 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 92, SEC. 92.15(b). resides in Springfield, will be filling the vacancy for Katie Spindell, Exp will be 12/1/2027.

SIGN OFF: 

(Mayor's Signature)

(Director Of OBM)

AN ORDINANCE APPROVING THE APPOINTMENT OF MEGAN MATON TO THE LINCOLN LIBRARY BOARD OF TRUSTEES

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 97.02 of the 1988 City of Springfield Code of Ordinances, as amended, Mayor Misty Buscher, with the advice and consent of the City Council, desires to appoint Megan Maton to serve on the Lincoln Library Board of Trustees through February 01, 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 Megan Maton, to serve on the Lincoln Library Board of Trustees through February 01, 2029.

Section 2: 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

 5-12-26
Office of Corporation Counsel /Date

ORDINANCE FACT SHEET
OFFICE REQUESTING: Mayor Buscher

REQUEST FORM NO:
DATE OF 1ST READING:
CONTACT PERSON: Billy Fleischli
PHONE NUMBER: 789-2200

EMERGENCY PASSAGE: NO 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 Megan Maton to the Lincoln Library Board of Trustees.

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

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM _____ CONTRACT # _____ Change in Scope YES NO

CONTRACT AMOUNT

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

Method of Purchase (check one)

Previous Ord #'s _____

- Low Bid Other: _____
 Low Bid Meeting Specs Exception: _____

 Low Evaluation Bid Code Provision: _____

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

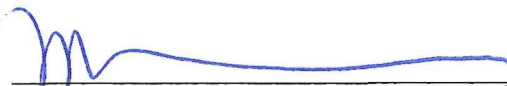

Accounting Information (if more than four accounts, please attach list)

REVENUE						EXPENDITURE					
Fund	Agency	Org	Activity	Source	Amount	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, CH. 97, SEC. 97.02, She resides in Springfield and will be filling the vacancy left from Martin Ryan. Term Exp 2/1/29

SIGN OFF: 
(Mayor's Signature) 

(Director Of OBM)

2026-264

AN ORDINANCE AUTHORIZING THE RENEWAL EXTENSION AND EXECUTION OF A ONE YEAR AGREEMENT AND PAYMENT UNDER CONTRACT NO. NB26-70C TO LITMOS US, L.P. PROVIDING EMPLOYEE TRAINING FOR LEADERSHIP, PERSONAL DEVELOPMENT, AND COMPLIANCE IN AN AMOUNT OF \$28,458.00 FROM JUNE 30, 2026, THROUGH JUNE 29, 2027, 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 177-04-25 under contract no. NB26-70C in an amount not to exceed \$27,000.00, authorizing the Office of Human Resources to enter into an agreement with Litmos from June 30, 2025, through June 29, 2026; and

WHEREAS, the Office of Human Resources desires to renew the contract for one year in an amount of \$28,458.00 and a total amount not to exceed \$55,458.00 to continue providing training for leadership, personal development and compliance from June 30, 2026, through June 29, 2027; and

WHEREAS, WHEREAS, the City Purchasing Agent has made a determination that this contract qualifies for contract renewal pursuant to Section 38.44(a) and / or 38.41 pertaining to Modification of Contracts; and

WHEREAS, WHEREAS, it is necessary to execute a renewal extension agreement to provide that all terms and conditions of the original agreement authorized by ordinance 177-04-25 shall remain in full force and effect; 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, Illinois, hereby authorizes the execution of a renewal extension with Litmos US, L.P. to provide employee training for leadership, personal development, and compliance from June 30, 2026, through June 29, 2027, in an amount not to exceed \$28,458.00, and a total amount not to exceed \$55,458.00. The Mayor and City Clerk are authorized to execute the agreement and any other necessary documents on behalf of the City of Springfield.

Section 2: The Office of Budget and Management is hereby authorized to make payment to Litmos US, L.P. (VC*8090) in a total amount not to exceed \$28,458.00 from account number 001-106-humn-admn-1218 in accordance with the terms of the agreement.

Section 3: 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.

Requested by: Mayor Misty Buscher

Approved as to legal sufficiency:

 5-12-26
Office of Corporation Counsel / Date



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

MEMORANDUM

TO: Sarah Kink

FROM: Anthony Quinones 

DATE: April 27, 2026

SUBJECT: Request for Contract Renewal - NB26-70C

I have reviewed the Ordinance Fact Sheet to Litmos for renewal of professional services agreement under previous ordinance #177.04.25 for one (1) year term, effective June 30, 2026 to June 29, 2027 to provision employee training platform in an amount not to exceed \$28,458.00 for the Office of Human Resources.

Total contract amount post extension = \$55,458.00.

Based on the information provided, this contract qualifies for a contract renewal based upon the original contract language and agreement of the parties. Pursuant to Article 38.44 (a) of the City Purchasing Code.

ORDINANCE FACT SHEET

DATE OF 1st READING: 5/19/26

OFFICE REQUESTING: Human Resources

CONTACT PERSON: Sarah Kink

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

PHONE NUMBER: 789-2446

FISCAL IMPACT: \$55,458.00

SUGGESTED TITLE: An ordinance authorizing the extension and execution of an agreement with Litmos and payment in an amount not to exceed \$55,458.00 for the provision of employee training services, including leadership development, personal development, and compliance training, for the Office of Human Resources.

CONTRACTOR / VENDOR NAME: Litmos VENDOR NO: VC0000008090

CONTRACT TERM: 6/30/26 - 6/29/27 Change in Scope Yes No

CONTRACT AMOUNT: \$27,000 \$28,458.00
(Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one)

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

Previous Ord #'s 177-04-25 NB26-70C

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	106	humn	adm	1218	\$28,458.00
2						
3						
4						

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

Contract


STAFF ANALYSIS

Litmos provides a comprehensive, built-in content library of over 2,000 training modules, along with the capability to store and deliver additional training content developed by the City. The platform incorporates gamification features that promote engagement through friendly competition, encouraging employees to complete courses and earn achievement points and badges. Each employee is assigned a customized learning path tailored to their individual professional and personal development goals. The system is also utilized to administer and track required compliance training.

FUNDS CHECK BY: Pilkington, Lenee Digitally signed by Pilkington, Lenee
DN: cn=Pilkington, ou=City
Departments, ou=OBM, ou=Staff, ou=User, cn=Pilkington,
Lenee, email=Lenee.Pilkington@cityofpittsbur.com
Date: 2026.04.27 09:51:25 -0500

DIRECTOR / SUPERVISOR: Sarah Kink Digitally signed by Sarah Kink
Date: 2026.04.27 09:39:07 -0500

CITY PURCHASING AGENT: 

SIGN OFF: 
(Mayor's Signature) GEM

Date: _____

Date: _____

Date: 4/27/26


(Director of OBM)

The information supplied on this form is not confidential information.

2026-265

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, OFFICE OF PUBLIC UTILITIES, AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 193, FOR THE TIME PERIOD COVERING OCTOBER 1, 2025, THROUGH SEPTEMBER 30, 2029

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 been negotiating over the past several months with the International Brotherhood of Electrical Workers, Local 193, with regard to a collective bargaining agreement for Electrical Workers of the Office of Public Utilities; and

WHEREAS, the parties have agreed to terms of a collective bargaining agreement effective October 1, 2025, through September 30, 2029, a copy of which shall be on file in the Office of the City Clerk and as summarized on attached Exhibit A.

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

Section 1: That the City Council hereby approves a collective bargaining agreement between the City of Springfield, Office of Public Works, and the International Brotherhood of Electrical Workers Local 193, effective from October 1, 2025, through September 30, 2029, a copy of which shall be on file in the Office of the City Clerk and as summarized on Attached Exhibit A. The Mayor is authorized to execute said agreement 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

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

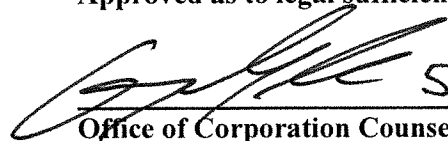
 **5-13-26**
Office of Corporation Counsel / Date

EXHIBIT A

City of Springfield and IBEW 193 Summary of Contract Changes October 1, 2025, through September 30, 2029

1. **Term:** 4 years 10-1-2025 through 9-30-2029

2. **Article VI, Overtime, Section 2:** Employees are entitled to an eight (8) hour rest period immediately following four (4) or more hours of work during the hours of 11:00 p.m. and 7:00 a.m., excluding shift work.

3. **Article XV, Safety, Section 8:** Elimination of the safety incentive.

4. **Article XVI, Classification and Wage Rates, Section 2:**

Across the board increases: See Appendix A

10/1/2025	3%
Upon Ratification	\$4,000 wage adjustment
10/1/2026	3%
10/1/2027	3%
10/1/2028	3%

FUND	DEPT	UNIT	OBJ	Name	10/2025	10/2026	10/2027	10/2028	Total
102	100	CAA	1102	Regular Salaries	1,971.80	8,667.74	12,474.57	16,395.61	
102	100	CAME	1102	Regular Salaries	48,849.88	119,094.34	160,775.04	193,170.19	
102	100	CAMI	1102	Regular Salaries	55,652.01	117,894.94	140,030.40	162,829.92	
102	100	CBA	1102	Regular Salaries	17,134.77	40,051.47	55,685.76	59,401.92	
102	100	CBAA	1102	Regular Salaries	19,873.63	53,316.06	69,221.77	85,604.64	
102	100	CBBA	1102	Regular Salaries	373,214.40	790,833.21	1,043,445.01	1,266,103.79	
102	100	CBBC	1102	Regular Salaries	50,711.61	97,612.86	123,755.54	151,753.71	
102	100	CBBD	1102	Regular Salaries	24,593.50	65,307.60	87,923.12	110,949.32	
102	100	CBBE	1102	Regular Salaries	2,008.05	8,741.35	12,586.64	16,547.29	
102	100	CBBF	1102	Regular Salaries	10,657.95	34,660.63	43,933.40	53,484.35	
102	100	CBC	1102	Regular Salaries	17,134.77	40,051.47	55,685.76	59,401.92	
102	100	CBD	1102	Regular Salaries	62,032.83	167,588.21	249,200.11	306,551.74	
102	100	CBEA	1102	Regular Salaries	111,899.25	245,211.18	326,097.67	396,695.62	
102	100	CBEB	1102	Regular Salaries	59,962.20	139,301.79	190,657.86	222,911.87	
102	100	CBEC	1102	Regular Salaries	26,276.21	52,999.55	68,164.59	83,784.58	
					881,972.85	1,981,332.40	2,639,637.25	3,185,586.44	8,688,528.94

FUND	DEPT	UNIT	OBJ	Name	10/2025	10/2026	10/2027	10/2028	Total
102	100	CAA	1108	Retirement--FICA	29.08	127.84	183.99	241.82	
102	100	CAME	1108	Retirement--FICA	720.49	1,756.52	2,371.27	2,849.07	
102	100	CAMI	1108	Retirement--FICA	820.81	1,738.83	2,065.31	2,401.58	
102	100	CBA	1108	Retirement--FICA	252.72	590.72	821.31	876.12	
102	100	CBAA	1108	Retirement--FICA	293.12	786.36	1,020.95	1,262.58	
102	100	CBBA	1108	Retirement--FICA	5,504.54	11,664.00	15,389.77	18,673.76	
102	100	CBBC	1108	Retirement--FICA	747.95	1,439.69	1,825.27	2,238.22	
102	100	CBBD	1108	Retirement--FICA	362.73	963.22	1,296.78	1,636.39	
102	100	CBBE	1108	Retirement--FICA	29.62	128.93	185.64	244.06	
102	100	CBBF	1108	Retirement--FICA	157.19	511.21	647.97	788.84	
102	100	CBC	1108	Retirement--FICA	252.72	590.72	821.31	876.12	
102	100	CBD	1108	Retirement--FICA	914.92	2,471.76	3,675.45	4,521.33	
102	100	CBEA	1108	Retirement--FICA	1,650.40	3,616.62	4,809.61	5,850.86	
102	100	CBEB	1108	Retirement--FICA	884.38	2,054.56	2,812.01	3,287.73	
102	100	CBEC	1108	Retirement--FICA	387.55	781.69	1,005.36	1,235.74	
					13,008.22	29,222.67	38,932.01	46,984.21	128,147.11

FUND	DEPT	UNIT	OBJ	Name	10/2025	10/2026	10/2027	10/2028	Total
102	100	CAA	1119	Sick Leave Payout	69.01	303.37	436.61	573.85	
102	100	CAME	1119	Sick Leave Payout	1,709.75	4,168.30	5,627.13	6,760.96	
102	100	CAMI	1119	Sick Leave Payout	1,947.82	4,126.32	4,901.06	5,699.05	
102	100	CBA	1119	Sick Leave Payout	599.72	1,401.80	1,949.00	2,079.07	
102	100	CBAA	1119	Sick Leave Payout	695.58	1,866.06	2,422.76	2,996.16	
102	100	CBBA	1119	Sick Leave Payout	13,062.50	27,679.16	36,520.58	44,313.63	
102	100	CBBC	1119	Sick Leave Payout	1,774.91	3,416.45	4,331.44	5,311.38	
102	100	CBBD	1119	Sick Leave Payout	860.77	2,285.77	3,077.31	3,883.23	
102	100	CBBE	1119	Sick Leave Payout	70.28	305.95	440.53	579.16	
102	100	CBBF	1119	Sick Leave Payout	373.03	1,213.12	1,537.67	1,871.95	
102	100	CBC	1119	Sick Leave Payout	599.72	1,401.80	1,949.00	2,079.07	
102	100	CBD	1119	Sick Leave Payout	2,171.15	5,865.59	8,722.00	10,729.31	
102	100	CBEA	1119	Sick Leave Payout	3,916.47	8,582.39	11,413.42	13,884.35	
102	100	CBEB	1119	Sick Leave Payout	2,098.68	4,875.56	6,673.03	7,801.92	
102	100	CBEC	1119	Sick Leave Payout	919.67	1,854.98	2,385.76	2,932.46	
					30,869.05	69,346.63	92,387.30	111,495.53	304,098.51

FUND	DEPT	UNIT	OBJ	Name	10/2025	10/2026	10/2027	10/2028	Total
102	100	CAA	1121	Worker's Comp Contribution	19.72	86.68	124.75	163.96	
102	100	CAME	1121	Worker's Comp Contribution	488.50	1,190.94	1,607.75	1,931.70	
102	100	CAMI	1121	Worker's Comp Contribution	556.52	1,178.95	1,400.30	1,628.30	
102	100	CBA	1121	Worker's Comp Contribution	171.35	400.51	556.86	594.02	
102	100	CBAA	1121	Worker's Comp Contribution	198.74	533.16	692.22	856.05	
102	100	CBBA	1121	Worker's Comp Contribution	3,732.14	7,908.33	10,434.45	12,661.04	
102	100	CBBC	1121	Worker's Comp Contribution	507.12	976.13	1,237.56	1,517.54	
102	100	CBBD	1121	Worker's Comp Contribution	245.93	653.08	879.23	1,109.49	
102	100	CBBE	1121	Worker's Comp Contribution	20.08	87.41	125.87	165.47	
102	100	CBBF	1121	Worker's Comp Contribution	106.58	346.61	439.33	534.84	
102	100	CBC	1121	Worker's Comp Contribution	171.35	400.51	556.86	594.02	
102	100	CBD	1121	Worker's Comp Contribution	620.33	1,675.88	2,492.00	3,065.52	
102	100	CBEA	1121	Worker's Comp Contribution	1,118.99	2,452.11	3,260.98	3,966.96	
102	100	CBEB	1121	Worker's Comp Contribution	599.62	1,393.02	1,906.58	2,229.12	
102	100	CBEC	1121	Worker's Comp Contribution	262.76	530.00	681.65	837.85	
					8,819.73	19,813.32	26,396.37	31,855.86	86,885.29

LABOR AGREEMENT

Between

Local 193
International Brotherhood of Electrical Workers
A. F. of L. - C. I. O.

and

City of Springfield, Office of Public Utilities

October 1, 202~~5~~0 – September 30, 202~~5~~0

2020-2020
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AGREEMENT OF MARCH 1, 1938, REPLACED BY MEMORANDUM OF SEPTEMBER 1, 1940. LABOR AGREEMENT OF OCTOBER 1, 2025,⁰ TO READ AS FOLLOWS:

This is a written Agreement of Verbal Understanding reached between the authorized representatives of the CITY of SPRINGFIELD, ILLINOIS, OFFICE OF PUBLIC UTILITIES AND LOCAL UNION NO. 193 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS and for convenience sake may be referred to hereinafter as "Agreement," and the parties above mentioned may be referred to as the "Employer" and the "Local Union" respectively.

The Local Union agrees to furnish the Employer a sufficient number of skilled workmen to carry on the work without delay and failing to do so on forty-eight (48) hours written notice from the Employer to the Local Union, the Employer may engage the services of others and the Local Union shall either accept such others as members of the Local Union or furnish them with working permits until such time as the Local Union can furnish the Employer with a sufficient number of such workmen as may be required. The Employer agrees to compensate such workmen according to the terms and conditions outlined in this Agreement.

ARTICLE I

General Purpose of Agreement

Section 1. The general purpose of this Agreement is to promote the mutual interests of the City and the Union to provide for the operation of the Utility under the methods which will further to the fullest extent possible the safety and welfare of the employees, economy of operation, elimination of waste, quantity and quality of output, and protection of property.

Section 2. It is recognized by the Agreement to be the duty of the City and of the Union to cooperate fully, individually and collectively, for the advancement of said conditions.

Section 3. Both parties hereto agree that this Agreement covers all work done by the employees of the different classifications scheduled herein, and that for the purpose of clarification of any clause that may hereafter be in question of interpretation, a statement covering the correct intent of such clause in question shall be agreed upon by both parties and attached hereto and made a part of this Agreement.

ARTICLE II

Grievance Procedure

Section 1. CWLP agrees to meet with the duly accredited officers of the Local Union and/or its designees as outlined in this Section to resolve differences that may arise between the Employer and the Local Union.

A grievance for purposes of this Agreement shall be defined to mean a complaint or dispute between the parties as to issues relating to wages, hours, terms, conditions of employment, established procedures of the parties, and the meaning, interpretation or application of this Agreement to those issues.

The following steps shall be followed in processing a grievance under this procedure:

- Step 1. The steward on a job or union representative in case of a grievance shall take the matter up in writing with the Superintendent of the Department in which the person is employed within fifteen (15) working days of the time the union and/or the employee concerned became aware of or should have become aware of the occurrence of the event giving rise to the alleged grievance.
- Step 2. If the grievance is not resolved satisfactorily within five (5) working days after submission in Step 1, the grievance shall be submitted in writing within five (5) working days to the Electric Division Manager by the Local Union.
- Step 3. If the grievance is not resolved satisfactorily within five (5) working days after submission to Step 2, the Local Union shall submit the grievance in writing within five (5) working days to the General Manager or his designee.
- Step 4. If the grievance is not resolved satisfactorily at Step 3 within ten (10) working days after submission, then either party may submit the matter to arbitration according to the procedures set forth in Article III. Such an appeal must be filed within twenty (20) working days after receipt of the decision of the General Manager or within twenty (20) working days after such decision was due.

A grievance which is not processed within the requisite time limits shall be deemed to be accepted according to the Employer's last grievance response. Grievances may be withdrawn at any step of the grievance procedure. The time limits at any step may be extended by written mutual agreement of the parties.

Section 2. Nothing in this Agreement prevents an employee from presenting a grievance to the Employer and having the grievance heard and settled without the intervention of the Union; provided that the Union shall be afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with the terms of the agreement in effect between the Employer and the Union.

1. The Employer must notify the Union of the dates and times of all meetings concerning such grievance.
2. If the Union contends that a settlement of such grievance is inconsistent with the contract or established procedures of the parties, the Union may file a grievance of its own.
3. Only the Union shall have the right to refer grievances to arbitration under the Agreement.

ARTICLE III

Arbitration

Section 1. If the representatives of the Employer and of the Local Union are unable to resolve the grievance, then the grievance may be referred to arbitration in accordance with the procedures outlined below.

Section 2. If unable to reach an agreement on an arbitrator, the parties shall request the American Arbitration Association (AAA) or the Federal Mediation & Conciliation Service (FMCS) to supply a list of seven arbitrators. The parties shall alternately strike the names of three (3) arbitrators, with a coin flip being used to determine who strikes the first name. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his selection by a joint letter from the employer and the union, requesting that he set a time for the hearing, subject to the availability of the employer and union representatives. Nothing herein shall preclude the parties from meeting at any time after the list of arbitrators has been requested and prior to the convening of the

hearing in a further attempt to resolve the grievance. In any case, work shall proceed under this Agreement.

The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall decide only the specific issue(s) submitted to him and, if a violation of the terms of this Agreement is found, shall fashion an appropriate remedy.

The parties hereto agree that the decision of the arbitrator shall be final and binding on the parties hereto.

Section 3. The fees and expenses for the arbitrator's services, if any shall be borne by the Employer if the arbitrator fully sustains the Union's grievance; by the Union if the arbitrator fully denies the Union's grievance; and divided equally if the arbitrator sustains in part and denies in part. The arbitrator shall specify in his award how his fees and expenses shall be borne. Each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript; however, the cost of the arbitrator's copy shall be borne as provided for the fees and expenses of the arbitrator.

ARTICLE IV

Classifications and Duties

Section 1. All regular employees covered by this Agreement shall receive full time employment, provided they are ready and in condition to perform their work in accordance with the terms set forth in the Agreement. Employees laid off because a job is completed or shut down for reasons beyond the City's control during any month shall be paid in full to date of layoff. All positions inside the Bargaining Unit, requiring a bid, shall be offered exclusively to unit personnel initially, in accordance with Article VIII (Seniority).

Section 2. It is agreed that all general overhead construction, underground construction, installation of meters and general utility trouble work and the maintenance of all equipment, including control equipment, and the erection of distribution substations and the repair of same, and the placing and repairing of equipment in transformer vaults, shall be done by line crews or substation construction or maintenance crews except as otherwise noted in this agreement. In no case will the employees be required to do work that rightfully belongs to other classifications as set forth in the IBEW Constitution.

Section 3. Plant, Substation, Construction and Maintenance Men - may do all work in the City's Plant, Substations, and System as provided in the Constitution of the International Brotherhood of Electrical Workers setting forth such Jurisdiction. Any other work which comes under the jurisdiction of the Inside Branch of the Local Union shall be done by employees of the Inside Branch, who shall receive the wage rate and the conditions of employment for performing such work as established between the Electrical Contractors of the City of Springfield and the Inside Branch of the Local Union.

Section 4. It is agreed that all foremen shall be journeymen in his/her proper classification, who are members of the bargaining unit and shall be classed as Job Foreman, Service Foreman, or as otherwise noted in Article XVI, Section 1 Wages.

Section 5. (a) Foremen who are in charge of a maximum of four (4) employees (only two (2) of which may be Journeyman) shall be classified as Job Foremen and shall receive the rate of wages set forth in Article XVI hereof opposite that classification. An additional employee may be used on a job foreman's crew providing he is a groundman.

(b) Additional journeymen may be added to a job foreman's crew above the two (2) allowed in Article IV, Section 5a. When this is done a job foreman will be compensated with an additional twenty (20) cents per hour for each additional journeyman while these journeymen are under their charge. In no case shall a job foreman be in charge of more than six (6) employees or three (3) journeymen.

Section 6. Foreman who are in charge of a maximum of two (2) employees (only one of which may be a journeyman) shall be classified as Service Foreman and shall receive the rate of wages set forth in Article XVI hereof opposite that classification.

Section 7. Troublemens shall receive the rate of wages set forth in Article XVI hereof opposite that classification but may or may not have other employees assigned to work with them. They shall restore service when breakdowns occur, including repair of lines, fusing of transformers, operation of transmission and distribution switches, repair and service of street lighting systems, replacement of street lamps and traffic lamps, set and remove meters, handle connect and disconnect orders, and work as Journeymen Linemen when required in emergencies.

Troublemens, when on duty, may be required to field verify emergency locate requests when operation office personnel are

attempting to determine the necessity of calling a locator for overtime.

Section 8. (a) The Relief Troubleman position shall be the only bid position for Troublemens. When a vacancy occurs for a regular Troubleman, the relief Troubleman shall assume the permanent Troubleman position. The Relief Troubleman may be used to relieve other Troublemens when they are off duty due to vacations, sick leave or other reasons, and shall work the shift of the employee he is relieving. Regular Troublemens may also be used for this purpose. Extra Relief Troublemens may be assigned as needed when additional Relief Troublemens are required. The Relief Troubleman, when not required to relieve other Troublemens, shall work the shift he is assigned as an extra Troubleman and shall be assigned duties as described in Article IV, Section 8.

(b) No overtime will be paid for relief duty except for the following conditions: the employee works more than eight (8) hours in one day, or the employee works more than five (5) days in succession, at which times the regular overtime rates will apply. No overtime will be paid if the employee is allowed one (1) day off after having worked five (5) successive days. On March 1 and October 1 of each year the employee's record will be reviewed, and if he has been granted an average of more than two (2) days per week off, he will be allowed to make up the time at the regular rate. There shall be at least two employees on duty between 4:00 p.m. and 12:00 midnight, Monday through Friday.

Section 9. Journeyman Lineman - May perform overhead, underground, service and substation construction and maintenance.

Locator position(s) are to be bid in accordance with Article VIII - Seniority. Effective upon ratification of the 2020 contract, all locating shall be done at the Service Foreman wage rate, except for after hours emergency locating pursuant to Article IV, Section 7 and 23(e).

Section 10. Plant Maintenance Electrician - Shall perform work assigned at the Generating Station involving maintenance or installation of electrical equipment.

Section 11. Instrument Electrician - Shall perform the duties assigned by the Instrument Electrician Foreman which include maintenance and installation of electrical control equipment and instrumentation at the power plant facilities and such other related equipment as may be assigned.

Section 12. (a) Relay Technician - Shall perform duties, which include maintenance and installation of electrical relays, supervisory control equipment, power line carrier equipment, and such other related equipment as may be assigned.

(b) Upon completion of apprenticeship or twenty-four (24) consecutive months in the department, Relay Technician will receive an additional \$1.50 per hour (non-compounded). Relay Technician Foreman rate will be equivalent to Job Foreman and will receive an additional \$1.50 per hour (non-compounded).

Section 13. Communication Technician - Shall perform duties which include maintenance and installation of System Control Data Acquisition (SCADA) equipment, fiber optic/copper based communications equipment, fiber optic cable termination/splicing, CWLP/customer-based network equipment, mobile/stationary radio equipment, and such other duties as may be assigned. The Communication Technician Foreman rate will be equivalent to Job Foreman.

Section 14. Electric Traffic & Metering Repairmen - Shall perform duties which include installation and maintenance of traffic signals and related control equipment, warning sirens and associated controls and such other related equipment as may be assigned. They shall also maintain, calibrate, test, repair and install electric metering and install warning sirens and associated controls either in the shop or in the field at the physical location of the equipment.

Section 15. Tool Room Maintenance Man - Shall be responsible for organization and maintenance of the tool room, establishing a list of standardized tools, repairing and issuing tools and maintaining a stock of personal and shared tools for the purpose of line construction. When not issuing, receiving or repairing tools, may perform other duties as assigned. An absent Tool Room Maintenance Man will be replaced according to Article XXII, except in emergency instances outside of regular working hours.

Section 16. Groundman - May do any and all unskilled work pertaining to overhead and underground construction or maintenance, but will not be permitted to do any electrical or mechanical work that conflicts with any higher paid classification, except when a Groundman is used to drive a truck equipped with a winch, for four (4) hours or more, when in all such cases he shall receive the rate of the Utility Truck Driver 1. Groundman may also work as the second person when performing cuts or installing new UG services.

A Groundman I who completes 4000 hours of work in the construction area and the applicable training modules may be

advanced to a Groundman 2 by the JATC. A Groundman 2 who completes 4000 hours of work in the construction area and the applicable training modules may be advanced to a Groundman 3 by the JATC.

The classification of Groundman Over 2 years is only valid for employees in that position effective October 1, 2014.

The JATC committee shall track and maintain records of the Groundman completing the required hours. In addition the JATC shall ensure the Groundman completes any training modules necessary for the Groundman classification. The JATC may require completion of training reports for the Groundman as part of documenting the Groundman hours.

There shall be no more than one (1) Groundman per one (1) Foreman (service or job) within construction and service departments, excluding locators, at the time the Groundman position is posted. Upon posting an additional temporary Foreman, an additional temporary Groundman may also be bid.

Section 17. All line and cable trucks that are equipped with derrick, may be driven by experienced Utility Truck Drivers (1&2), Journeymen or CDL licensed Apprentices. An exception to driving said trucks is permitted to allow a classification of an employee to acquire their driving hours as part of their CDL permit.

The classification of UTD is only valid for employees in that position effective October 1, 2014, and this classification will be eliminated once the last employee in this classification leaves employment in this classification.

Section 17A. Utility Truck Driver 1 (UTD1) drives and operates any and all equipment (except operating a derrick to set poles), works with tools, and assembles de-energized electrical material and equipment not attached to the system (energized or de-energized). A UTD1 who completes 6000 hours of work in the construction area is eligible to become a Utility Truck Driver 2 (UTD2). A UTD2 may operate all equipment including derricks to set poles.

The JATC committee shall track and maintain records of the UTD1 completing the required hours. In addition, the JATC shall ensure the UTD1 completes any training modules necessary for the UTD1 or UTD2 classification. The JATC may require completion of training reports for the UTD1 as part of documenting the UTD1 hours.

Section 18. Storeroom Foreman - Shall be in charge of the work in the Storeroom and the day-to-day operation of the Storeroom facilities including the receipt and issuance of materials and supervision of storeroom employees.

Section 19. Storeroom Clerks (Groundmen) - Shall work five (5) consecutive eight (8) hour days each week, Monday through Friday inclusive, except as noted in Article V, Section 1 (c), and shall receive the minimum hourly rate as herein specified for Storeroom Clerks. If no Journeyman in the Tool Room or Storeroom is available, Storeroom Groundmen may operate the bobcat, backhoe and attachments within the Storeroom and Store yard at Groth Street to perform Storeroom duties. Journeymen within the above areas will be first called for snow removal prior to utilizing Storeroom Groundmen.

Section 20.

Utility Water Meter Reader Foreman shall receive work assignments and other duties from the Maintenance Supervisor in charge. The Foreman shall direct and assist UWMRs as needed to insure all assignments/routes are completed in a timely manner. Duties shall include but not limited to: Reading daily all RF meters not collected with the Fixed Network, reading routes as necessary, assisting Maintenance Supervisor with routing and timekeeping. This classification shall be a working classification.

Section 21. (a) Meter Readers shall work five (5) consecutive eight (8) hour days each week, Monday through Friday inclusive, and receive the rate per hour as defined for Meter Readers in Article XVI hereof. Meter Readers shall be defined as reading routes that contain both electric and water meters. When working any other classification, Article XXII, Temporary Assignment shall apply.

(b) Final Meter Reader(s) shall read final meter readings as assigned. When not reading finals, unfinished routes or skips, other meter reading duties may be assigned.

The Employer may also employ a second Final Meter Reader. This person shall read finals as a primary duty when needed. When not reading finals, other meter reading duties may be assigned which include skip reading, normal route reading and other meter reading duties that may arise.

Employees must be classified Meter Reader Over 2 Years in order to hold the positions of Final Meter Reader or Second Final Meter Reader.

When working the 9:30 a.m. to 6:00 p.m. shift the 2nd Final Meter Reader shall receive a twenty-five cent (25 cents) per hour shift differential above the base rate of pay.

Effective October 1, 2012, a new hire classification of Water Meter Reader(s) shall be in effect. This position shall read only water meter routes. When working any other classification, Article XXII, Temporary Assignment shall apply. A Water Meter Reader who is assigned and reads at least one electric meter shall receive the Meter Reader rate of pay for that day.

Effective Oct 1, 2014, the 2 positions of Utility Meter Reader 1st year and Over 1 Year shall be retired. The classification of Utility Meter Reader over 2 years is only valid for employees in that position effective October 1, 2014. All new Utility Meter Readers shall be hired into the new position of Utility Meter Reader 1. A Utility Meter Reader 1 completing 4000 hours in this position shall become a Utility Meter Reader 2.

Utility Water Meter Reader 1 completing 4000 hours in this position shall become a Utility Water Meter Reader 2.

Section 22. (a) System Operators shall operate the assigned substation and perform other duties assigned to him by the Electric System Dispatcher.

(b) At least one Regular System Operator shall be designated as a Relief System Dispatcher and may be used to relieve the Electric System Dispatcher.

(c) In the event of a short notice vacancy for a System Operator, the vacancy shall be filled using extra personnel on duty for the shift where the vacancy occurs. If no extra personnel are on duty for that shift, and overtime is necessary to fill the vacancy, the overtime shall be first offered to other personnel working the same job where the vacancy occurs.

(d) It shall be the responsibility of all Operators to remain on duty until properly relieved.

(e) Operators shall review after hours emergency locate requests to determine the necessity of calling a locator for overtime. As part of the determination the Operator may direct Troublemens, when on duty, to the location to confirm questions or concerns of the mapping systems when clearing said emergency request.

Section 23. Operator Trainees will perform the duties assigned to the Service Dispatch Room where all service calls are received and work orders are dispatched by radio during the normal working day. Operator Trainee I will start his training in this room and progress up through the ranks in the Dispatch Center. Since the Operator Trainee position is the only bid job in the Dispatch Center and all trainees are expected to become System Operators someday, the Operator Trainee I and Operator Trainee II positions shall be on a probationary basis to be sure both the Employer and the individual have made the right choice. The Operator Trainee III position shall also be probationary for a six month period.

Section 24. (a) Bids for the position of Operator Trainee III shall be accepted from persons with Journeyman IBEW Classifications in Transmission, Distribution, Operations, or Generation. Bids for the position of Operator Trainee I shall be accepted from all employees within the Bargaining Unit. In awarding the position of Operator Trainee I preference will be given to senior Bargaining Unit members employed by the Utility. The Employer reserves the right to test and screen all Operator Trainee applicants. These applicants must pass the testing and screening to be considered.

(b) The Operator Trainee I shall participate in a three year training program which will include time spent in Distribution, Transmission, Operations and Generation. A credit may be given for prior experience in any of these categories.

(c) An Operator Trainee I who successfully completes one year of training shall be advanced to Operator Trainee II. An Operator Trainee II who successfully completes the second year of training shall be advanced to Operator Trainee III. An Operator Trainee III with sufficient training and experience may be designated a Relief System Operator and may fill temporary vacancies which occur for a System Operator. The senior Relief System Operator shall assume the vacancy for any permanent System Operator position, which may occur.

(d) An Operator Trainee program shall be administered by a Training Coordinator utilizing testing and observation. A Training Committee shall be comprised of two System Operators or Relief System Dispatchers and two Electric System Dispatchers. A Trainee may be removed from the training program at any time during the probationary period by the Superintendent of Electric Operations with the concurrence of the Training Committee. The Training Committee shall also have the authority to recommend removal of Relief Operators from relief status for further training or removal from the training program.

Once a Trainee III reaches relief status, the Training Committee will no longer require reviews of the Trainee III after six (6) months of achieving relief status.

(e) During the first six months of the probationary period Operator Trainees shall be able to return to their previous position and other employees must consent to such demotions as may be necessary to make room for him. After the first six months of the probationary period if an individual is removed from the Operator Trainee Program, they shall be paid at the prevailing rate of their previously held classification under this agreement and shall be assigned duties mutually agreeable to both parties to this agreement. If after the first six months of the probationary period an Operator Trainee voluntarily removes himself from the Operator Trainee Program, he shall be assigned duties, which are mutually agreeable to both parties of this agreement and shall be paid the wage of the assigned classification.

(f) An Operator Trainee III who has completed all NERC certification requirements and has been advanced to relief status per paragraph (d) of this section shall receive \$1.00 per hour pay increase. Upon completion of 4,000 hours as relief status, the employees shall receive an additional \$.50 per hour pay increase.

Section 25. Trouble Clerk - Duties shall include receiving customer calls, recording complaint tickets, dispatching Troublemens and crews in the field, record keeping and documentation and other related duties as assigned. In addition, the Trouble Clerk may be assigned to perform field checks and patrol lines. Applications will be accepted from IBEW Local 193 members employed by the Utility with a journeyman classification. The Employer reserves the right to test and screen all applicants. These applicants must pass the testing and screening to be considered. Any operator or relief operator will be considered a journeyman for the purpose of bidding the trouble clerk position according to Article VIII.

The Trouble Clerk shall work an eight (8) hour day which may begin between 7:00 a.m. and 9:00 a.m., depending upon the needs of the City; and end between 3:30 p.m. and 5:30 p.m., with thirty (30) minutes intermission for lunch.

Section 26. Service Clerk - Duties shall include, receiving customer calls, recording complaint tickets, dispatching Troublemens and crews in the field, record keeping and documentation, and other related duties as assigned. The Employer reserves the right to test and screen all applicants.

These applicants must pass the testing and screening to be considered.

Service Clerk(s) shall work an eight (8) hour day which may begin between 7:00 a.m. and 9:00 a.m. depending upon the needs of the City; and end between 3:30 p.m. and 5:30 p.m. with thirty (30) minutes intermission for lunch.

A Service Clerk completing 4000 hours in the position of Service Clerk may be advanced by the Operations Training Committee to become a Service Clerk 1. A Service Clerk 1 completing 4000 hours in the position of Service Clerk 1 may be advanced by the Operations Training Committee to become a Service Clerk 2.

Effective October 1, 2014 the position of Service Clerk over 1 year shall be retired.

ARTICLE V

Working Rules

Section 1. (a) Eight (8) hours shall constitute the regular work day for employees, other than shift workers, working between 7:00 a.m. and 3:30 p.m. from Monday through Friday, inclusive, with thirty (30) minutes intermission for lunch each day between 12:00 Noon and 12:30 p.m. Eight (8) hours shall constitute the regular work day for Groth Street T&D, for employees working between 7 a.m. to 3:30 p.m. with unpaid lunch from Monday through Friday, inclusive with thirty (30) minutes intermission for lunch each day between 11:00a.m. and 11:30a.m. Crews will take the thirty (30) minutes lunch period within proximity of their work site.

(b) If employees are requested to work during their regularly scheduled lunch period and are not given an opportunity to eat lunch during this period, they shall be compensated at the time and one half rate for work performed during the regularly scheduled lunch period and shall be provided with a thirty (30) minute intermission for lunch at the first opportunity.

(c) One service crew and one storeroom attendant may be assigned to work Tuesday through Saturday. The hours of work shall be as stated above. One or more storeroom attendants may work Monday through Friday from 7:00 a.m. to 3:30 p.m. with thirty (30) minutes intermission for lunch between 11:00 a.m. and 11:30 a.m. One or more storeroom attendants may work Monday through Friday from 3:00 p.m. to 11:00 p.m. and shall eat lunch

during the regular shift. If only one employee is on duty, his work assignments shall be limited to one man's capabilities.

(d) Working hours for plant maintenance personnel assigned to Lakeside and Dallman plants shall be 7:00 a.m. to 3:30 p.m., with lunch from 12 Noon to 12:30 p.m. Fifteen (15) minute break periods in the morning and afternoon will be allowed with the time of the break at the discretion of the supervisor. These breaks are to be taken in an approved break area at the plant in which the employees are working. Work for the day will terminate at the plant at which the employees are regularly assigned and lockers and showers will be provided for their use. Employees working in excess of 10 hours per day will have breaks at the following times:

10 hr - 1 break at 3:00 for 20 minutes
12 hr - breaks at 2:00 and 5:00
16 hr - breaks at 2:00, 5:00 and 8:00

(e) Meter readers shall start work from their headquarters at 7:00 a.m. and terminate work there at 3:30 p.m., Monday through Friday, inclusive.

(f) Unless consuming an approved meal, crews will not stop at restaurants, coffee shops, etc. when in city vehicles. Crews may carry thermos bottles on the truck and will be allowed no longer than fifteen (15) minutes intermission from work mid morning and mid afternoon at the job site.

(g) During extended emergencies and scheduled outages a temporary second work shift may be established. Employees requested to work any shift other than their regularly assigned work hours shall be given a minimum of 48 hours notice in the case of emergencies and a minimum of five (5) calendar days notice in the case of scheduled outages. A temporary second shift will not be established for a period less than five (5) working days in duration. If the work for which the temporary shift was established is completed in less than the required five (5) day period, by mutual agreement of both parties, the temporary shift may be ended.

In the case of immediate implementation of the emergency temporary shift, the employee(s) can be sent home that day with pay and report later to the assigned temporary shift at the appropriate overtime rate. The employee will continue to receive the appropriate overtime rate for hours worked until the 48 hour notice period has lapsed. The employee would not receive his/her regular shift pay for any days except for the initial implementation day where they had previously reported to work.

For Generating Station employees only, during extended emergencies and scheduled outages a temporary second work shift may be established. Employees requested to work any shift other than their regularly assigned work hours shall be given a minimum of twenty-four (24) hours notice in the case of emergencies and a minimum of three (3) calendar days notice in the case of scheduled outages. A temporary second shift will not be established for a period less than five (5) working days in duration. If the work for which the temporary shift was established is completed in less than the required five (5) day period, by mutual agreement of both parties, the temporary shift may be ended.

For T&D employees only, during extended emergencies and scheduled outages a temporary second work shift may be established. Employees requested to work any shift other than their regularly assigned work hours shall be given a minimum of 48 hours notice in the case of emergencies and a minimum of five (5) calendar days notice in the case of scheduled outages. A temporary second shift will not be established for a period less than five (5) working days in duration. If the work for which the temporary shift was established is completed in less than the required five (5) day period, by mutual agreement of both parties, the temporary shift may be ended.

In the case of immediate implementation of the emergency temporary shift at the Generating Station, the employee(s) can be sent home that day with pay and report later to the assigned temporary shift at the appropriate overtime rate. The employee will continue to receive the appropriate overtime rate for hours worked until the twenty-four (24) hour notice period has lapsed. The employee would not receive his/her regular shift pay for any days except for the initial implementation day where they had previously reported to work.

In the case of immediate implementation of the emergency temporary shift in the T&D Department, the employee(s) can be sent home that day with pay and report later to the assigned temporary shift at the appropriate overtime rate. The employee will continue to receive the appropriate overtime rate for hours worked until the 48 hour notice period has lapsed. The employee would not receive his/her regular shift pay for any days except for the initial implementation day where they had previously reported to work.

Assignment to the temporary second shift will be done by seeking volunteers, with seniority prevailing in selection for the shift work. If sufficient volunteers are not available, the Employer will assign from Journeyman in the department in inverse seniority order. Apprentices may be assigned to this

temporary second shift in accordance with the ratio set forth in Article XIII, Section 1, as long as it does not affect the regularly scheduled class work.

Employees working a temporary second shift shall be compensated at their regular hourly rate plus a 10% shift differential as noted in Article XVI for the first eight (8) hours of the temporary shift. Employees required to work over eight (8) consecutive hours but less than sixteen (16) hours on the temporary second shift shall be paid at the time and one-half rate. All overtime of which the employees are asked to perform during the eight (8) hours immediately preceding their temporary shift will be at the double time rate. All work over sixteen (16) consecutive hours or on holidays and Sundays shall be paid at the double time rate.

Section 2. The Employer agrees to furnish all necessary trucks with suitable coolers for lunches and also coolers or refrigerators at the power plants and service centers.

Section 3. Employees shall not be required to work outside in severe cold, stormy or rainy weather, except such work as is necessary to carry on regular continuous service. The Superintendent or Supervisor and Foreman in charge shall be the judge of work to be performed in order to maintain continuous service. Severe cold weather shall be defined as a temperature below 15 degrees F. Temperatures of the U.S. Weather Bureau at the airport shall be used. During said conditions, employees shall complete inside work as directed by the Superintendent or his designee, including but not limited to, completion of annual training, restocking of trucks and inspection and repairs of tools.

Section 4. (a) Employees required to work one hour immediately after their regular quitting time or called back to work within one (1) hour of their regular quitting time shall be furnished a meal at the Employer's expense. Unless there is an emergency which endangers human health, this meal shall be furnished no later than 8:00 p.m. This does not preclude a crew or crews from working past 8:00 p.m. to finish a job if the employees are willing to do so, but they shall not work past 9:00p.m. Additional meals shall be provided for such employees thereafter while they continue to work. Shift workers, other than Troublemens, required to work more than one (1) hour immediately before or after their shift shall be furnished a meal at the Employer's expense. These rules shall apply to employees doing prearranged work on their days off. Employees required to do prearranged work or employees working emergency

overtime shall be furnished a meal at intervals of not greater than six (6) hours commencing with the time they report to work.

(b) Employees within Electric Operations who are shift workers and are classified as Relief System Dispatchers, System Operators, Operator Trainees, Troublemens, Relief Troublemens, shall be available for work whenever receiving a meal provided by the Employer. In no case will an employee receive more than one (1) hour allotment or more than one allotted meal allowance when being released from work.

Section 5. (a) A nontaxable allowance of \$18.00 per meal will be granted for all meals earned. A maximum of one (1) hour shall be sufficient in which to receive a meal and meals shall not include any alcoholic beverages if employee(s) are returning to work. When employee(s) are returning to work, meals shall be purchased in the area of town in which the employee(s) are working.

(b) If an employee is due a meal at the Employer's expense at the time he is released from work and is not being required to work after said meal period, the employee will be paid the allotted meal allowance and allowed an hour in which to consume a meal prior to his return home.

Section 6. Employees prearranged with more than seven (7) hours notice for two (2) hours overtime immediately following the employee's regular or temporary shift, for a minimum of five (5) consecutive working days (which may include Saturdays), will be paid the allotted meal allowance but will not be allowed an hour in which to consume a meal prior to his return home. "Consecutive working days" in this paragraph shall not be deemed to be interrupted by weekends and approved leaves.

Section 7. No member shall be permitted to use individual automobile, motorcycle, or other vehicle in a manner to execute work for the Employer or any Contractor to convey tools or materials, as this is a violation of by Bylaws and Constitution of the Union.

Section 8. Both parties hereby agree that the following policy will prevail with regard to lighting on the smoke stacks at the V.Y. Dallman and/or Lakeside Power Plants:

The Employer shall provide two safety belts that are specifically designed for this type of work. The employee or employees who climb the stack shall be required to use these belts. A crew, composed of the one foreman, one journeyman and either a second journeyman or an apprentice with third year rating or above shall be assigned to do this work. The Employer

shall make such assignment only to employees who have volunteered for this type duty. The Employer will pay double time to the employee or employees who climb the tower for the time in which they are actually in the air.

Section 9. Employees required to work inside precipitators shall be paid time and one-half (1 ½) for work performed during regular work hours. All other hours of work shall be at double time.

Section 10. The Employer shall furnish various articles of clothing as per this section of the Agreement. Where uniforms or safety shoes are provided, employees shall wear them at all times. Where items are replaced on an as needed basis employees will be expected to take due care in the use of these items and they will be replaced only upon return of the damaged or worn out items and only if the Employer agrees on the need for replacement. One FR hooded sweatshirt and one Carhartt jacket will be issued to applicable employees.

(a) Employees within the Construction, Service, Substation, Traffic and Metering, Relay, Communications, Operations Power Plant and Meter Reading areas shall be provided Carhartt brand insulated coveralls, or a mutually agreed upon Carhartt equivalent (by the Safety Committee), where their job requires them to work out in the cold (Fire Retardant gear where applicable. The Employer shall furnish all Line personnel insulated (foul weather) boots suitable for climbing. Each Lineman shall have the option as to the type and brand of climbers furnished by the Employer. The Employer shall provide safety shoes or boots where employees are required to wear them. (Employees will be allowed to keep one (1) pair of safety boots, which have been replaced and identified as a backup. All of the above items will be replaced as needed, provided the employee returns the article being replaced and the Employer agrees on the need for replacement.

(b) Power Plant personnel shall receive eleven (11) uniforms consisting of shirt and trousers according to the present lease-maintenance agreement. The current issue of uniform shall be worn at all times. Should the present lease-maintenance agreement be terminated other means of providing these employees with uniforms shall be negotiated by the parties of this Agreement.

(c) Troublemens shall be provided eight (8) OSHA approved work uniforms consisting of shirt, trousers, jacket and hat including laundry or cleaning of same. The current issue of uniform shall be worn at all times. Uniforms will be replaced as

needed, provided the employee returns the article being replaced and the Employer agrees on the need for replacement.

(d) Meter readers shall be provided five (5) work uniforms consisting of shirt, trousers, and hat each year and one jacket every third year. The current issue of uniform shall be worn at all times. Meter readers shall be provided waterproof rubber boots, water proof gloves, and jersey style gloves to be replaced as needed provided the employee returns the boots being replaced and the Employer agrees on the need for replacement.

(e) Employees within Construction, Service, Substation, Traffic and Metering, Relay, Communications and Operations requiring work gloves shall be furnished three (3) pairs of Kuntz brand each year.

ARTICLE VI

Overtime

Section 1. All employees shall be paid at the rate of time and one-half for all overtime not specified otherwise. Also all employees, who have worked more than eight (8) consecutive hours, but less than sixteen (16) hours immediately preceding their regular shift shall receive the time and one-half rate. With the exception of Apprentices, an employee may be granted compensatory time off in lieu of overtime pay at the applicable overtime rate up to a maximum of one hundred and sixty (160) hours per contract year, that may be replenished throughout the contract year, but may not exceed the maximum allowable under the Fair Labor Standards Act in any given contract year. Apprentices may be granted compensatory time off in lieu of overtime pay at the applicable overtime rate up to a maximum of twenty-four (24) hours per contract year, non-replenishable. Requests for compensatory time off is subject to the approval of the supervisor that may be approved or denied based on operational needs. Overtime hours may be split between compensatory time and pay at employee's discretion. Compensatory time shall be taken in four hour increments, at the beginning of the work day or the beginning of the second half of the work day, subject to the approval of the supervisor. Up to 40 hours can be converted to vacation time in 4 hour increments, but an employee cannot exceed his/her maximum vacation accrual. An employee may request the liquidation of some or all of his/her accrued compensatory hours anytime during the contract year paid at the current rate at the time of the payout. Compensatory hours not used shall be liquidated in cash on September 30 of each year at the current rate at the time of the payout.

Section 2. (a) The Union agrees that when working in excess of sixteen (16) hours, employees will not return to work until they have had eight (8) hours rest, unless called back to work by the Superintendent or Supervisor of the department. This includes all IBEW members at the Power Plant. After sixteen (16) consecutive hours of work, with intermission for meals included, employees shall be paid double time until released from work, and if called back to work before having eight (8) consecutive hours off duty employees shall continue to be paid at the double time rate.

(b) Employees are entitled to an eight (8) hour rest period immediately following four or more hours of work during the hours of 11:00 p.m. and 7:00 a.m., excluding shift work. If an employee completes said work on or before 5:00 a.m., the employee shall be immediately released from duty for an eight (8) hour rest period. If an employee completes said work after 5:00 a.m., the employee shall continue on duty and complete assigned work until complete or relieved by another crew and then shall be released for an eight (8) hour rest period. Employees pre-arranged for work during these hours shall not be entitled to a rest period.

Section 3. All employees shall be paid at their regular straight time rate for the hours of the above rest period that falls in their regular work shift. All employees shall be available for work during the paid rest period.

Section 4. All overtime work on Sundays and holidays recognized in this agreement shall be paid at the rate of double time. In no case will the rate for working exceed the double straight time rate. Employees required to work holidays shall be compensated double time for the hours worked, but this shall not interfere with their regular holiday pay allowance for that day. Sundays and holidays for shift workers are defined in Article VI, Sections 11 and 12.

Section 5. All emergency overtime work shall be paid at the double time rate. Emergency overtime work shall be defined as any overtime work employees are asked to perform without having had at least seven (7) hours advance notice of such work, with the following exception: work during an employee's regular lunch period.

Section 6. All overtime work in which the employee has received more than seven (7) hours advance notice shall be classified as pre-arranged work and shall be paid for at the time and one-half rate unless it is the employee's Sunday. All

pre-arranged overtime shall be given a definitive job or location, with the exception of shift workers. An employee who has worked more than ten (10) prearranged work hours shall be paid at the double time rate. All overtime work performed between 11:00 p.m. and 7:00 a.m. shall be at the double time rate. When an employee has worked sixteen (16) consecutive hours, Article VI, Section 2 shall apply.

For Generating Station employees all overtime work in which the employee has received more than seven (7) hours advance notice shall be classified as pre-arranged work, and shall be paid for at the time and one-half rate unless it is the employee's Sunday. An employee who has worked more than ten (10) prearranged work hours shall be paid at the double time rate. Employees at the Generating Station shall be paid at the double time rate for all overtime work performed between 11:00 p.m. and 7:00 a.m. When an employee has worked sixteen (16) consecutive hours, Article VI, Section 2 shall apply. With the exception of unit startups, all prearranged overtime will be given a definitive job or location.

Section 7. Notification of prearranged work shall be given as far in advance as possible, especially when weekend work is anticipated. If for any reason the Employer calls an employee and cancels prearranged work during the seven (7) hours immediately preceding the time scheduled for such work to commence, two (2) hours of straight time pay shall be paid the employees. This will not apply if the employee is called in for emergency overtime during this seven (7) hour period. No employee shall be called between the hours of 9:00 p.m. and 5:00 a.m. for establishing prearranged work, with the exception of shift workers on duty during these hours.

Section 8. A minimum of four (4) hours pay at the straight time rate (2 2/3) hours at time and one-half) shall be allowed all employees except Troublemens who report for duty for prearranged overtime work on any day except Sunday. Effective October 1, 2012, Troublemens shall receive a minimum of four (4) hours pay at the straight time rate (2 2/3) hours at time and one-half) shall be allowed when the Troublemens report for duty for prearranged overtime work on any day except Sunday. Should an emergency occur when an employee is on the job working on prearranged overtime or has been called in on emergency overtime, the employee will perform any work needed to correct the emergency at the double time rate. This will not constitute an additional call out with a three (3) hour minimum.

Section 9. A minimum of six (6) hours pay at the straight time rate (3 hours at double time) shall be allowed all employees when called to work on any day for an emergency or when called to work on Sunday for any reason. Troublemens called in to work, as Linemen on a crew shall receive the same overtime call as the other workmen in the crew. Should an emergency occur when an employee is on the job working on pre-arranged overtime or has been called in on emergency overtime, the employee will perform any work needed to correct the emergency. This additional emergency work will not constitute a second call out or additional overtime.

Section 10. (a) All employees who are called to work within one (1) hour prior to their regular starting time shall receive double time until their regular starting time. If called more than one (1) hour prior to their regular starting time they shall receive the rate of a regular call and a meal allowance if they are required to work up until their regular starting time.

(b) Troublemens may be called up to (two) 2 hours prior to start of their shift without utilizing the callout list. All other applicable overtime language shall apply.

Section 11. Shift employees regular work week shall be eight (8) consecutive hours per day, five (5) consecutive days per week, calendar Sunday included, (except on normal shift changes which occur every twenty-eight (28) days for Troublemens, fourteen (14) days for Relief System Dispatchers, System Operators and Operator Trainees.) Employees under this caption working on holidays shall be paid at the rate of straight time plus the rate of double time. Employees who do not work on holidays shall receive the rate of straight time for that day. Holidays shall be those days listed in Article VII, Section 1, and shall be recognized on the day it actually falls. Only one day will be recognized as the holiday in any given year. The hours of starting and quitting time shall be those now in effect unless mutually agreed otherwise by both parties. Shift workers shall be known as those workmen who relieve other workmen or change position in same operation one or more times in twenty-four (24) hours.

Section 12. Shift workers shall have their first day of rest considered as their Saturday and their second day of rest considered as their Sunday, and all applicable overtime rates for these days shall apply.

Section 13. Shifts shall be rotated every twenty-eight (28) days for Troublemens, fourteen (14) days for Relief System Dispatchers, System Operators and Operator Trainees, causing shift workers to sometimes have less than sixteen (16) hours off

between shifts or to have only one (1) day off before returning to work on a new shift. No overtime will be paid for this shift change. The regular days off for relief shift workers will be the days associated with the shift that the relief man is filling. If at any other time the relief shift worker changes shifts to replace a regular shift worker and is required to work six (6) shifts in seven (7) consecutive days, he shall be paid time and one-half for the sixth shift. If he is required to work seven (7) shifts in seven (7) consecutive days, he shall be paid time and one-half for the sixth (6th) shift and double time for the seventh shift. Thereafter, his Saturday and Sunday shall be those days associated with the shift he is filling. Operators, Relief Operators and Relief System Dispatchers when filling the position of other Relief Dispatchers or Operators shall not be required to change their days off during a shift period with the following exception: For a vacancy anticipated to be 30 days or longer the senior relief man shall assume the vacancy and the days off associated with that shift. When the regular employee returns to work the relief man's days off shall remain the same until the next scheduled shift change. Days off for Trainees may be changed from week to week by mutual agreement between the employee and supervisor.

Section 14. All overtime work shall be equally and impartially divided among all employees doing the same class of work insofar as is practicable. Employees shall not be called to prearrange work when they are off for holiday. Employees called prior to the start of their next regularly scheduled shift for emergency work or to pre-arrange work when they are off for bonus, personal, compensatory or vacation will not be charged on the overtime list if they decline or do not answer. Employees shall not be called for emergency overtime or to pre-arrange work until their next regularly scheduled shift when they are off for FMLA, sick, duty disability or funeral leave and will be charged appropriately on the overtime list for these hours.

ARTICLE VII

Holidays

Section 1. Employees working on holidays shall be paid at the rate of eight (8) hours straight time for the holiday, plus the rate of double time for the actual hours worked. Employees who do not work on holidays shall receive the rate of straight time for that day. Holidays shall include: New Year's Day, Martin Luther King's Birthday (third Monday in January), Lincoln's Birthday, Good Friday, (Easter Sunday shall be treated as a paid holiday, similar to the above days for the employees who are regularly assigned shift work), Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after

Thanksgiving, Christmas Eve, and Christmas. A holiday schedule will be posted each calendar year by the City. Employees who are regularly assigned to work shifts will observe all holidays on the day on which they fall; holidays that fall on a fixed date (Lincoln's Birthday, Fourth of July, Veteran's Day, Christmas Eve and Christmas) will be observed by all shift workers on the actual date of occurrence, ~~regardless~~regardless of the date on which they are observed by the City. Other employees will observe all holidays on the day on which they are observed by the City.

On Labor Day no line or construction work shall be prearranged except as may be necessary to prevent danger to life or damage to property.

ARTICLE VIII

Seniority

Section 1. After twelve (12) months continuous employment with the Electric Department of the Office of Public Utilities, seniority shall be recognized and the senior employee shall be given preference, ability and qualifications being sufficient. Apprentices hired on the same day who have no prior seniority in the City IBEW bargaining unit shall be assigned seniority by their Civil Service Rank.

Any employee on any leave of absence without pay in excess of thirty (30) consecutive calendar days shall have his anniversary date adjusted by the period of the unpaid leave. The anniversary date determine when an employee has worked the requisite number of years to achieve the negotiated longevity pay set forth in XVI as well as benefit time accrual as set forth in those sections. However, Seniority in the bargaining unit shall be not impacted by an adjusted anniversary date.

Section 2. (a) Not later than five (5) normal working days after an opening or vacancy occurs, the opening shall be posted for five (5) normal working days by Heads of Department and all qualified employees shall be permitted to bid on same. In such cases where jobs are of temporary nature, said bid will be designated as temporary. At the termination of said job, the employee shall return to his original position. All bids will be made out in duplicate form at the Union Office. One will remain on record at the office and the other will be submitted to the Employer by the applicant. Within five (5) normal working days after bids have been submitted, the name of the successful bidder shall be posted on the Bulletin Board and a copy of same sent to the Local Union Office. Before the Employer names the successful bidder, the classifications, qualifications, past

service, and seniority of all applicants shall be discussed with the Business Manager and/or Steward and preference will be given to employees who have had a minimum of six (6) months experience through permanent assignment within the area of the bid. Fifteen (15) days shall be considered a break-in period. Any job of a temporary nature of over thirty (30) days duration will be bid as stated in this Article. There shall be a three (3) month promotional probationary period. If during this probationary period the employee is unable to perform as determined by the Employer, this shall be discussed with the Business Manager and/or Steward, or the employee determines they want to return to their former position, the employee will return to his former classification.

(b) Foreman Bids. When a lateral bid is granted to a different area, the employee must complete or have completed twenty-four (24) months in that area in order to bid a Foreman position in that area, classifications and qualifications being sufficient. There shall be a three (3) month promotional probationary period. If during this probationary period the employee is unable to perform as determined by the Employer, this shall be discussed with the Business Manager and/or Steward, or the employee determines he wants to return to his former position, the employee shall return to his former classification.

This will in no way interfere with the existing Apprenticeship Program or the Employer's ability to place Apprentices in any area of the utility.

(a) Temporary foreman vacancies of thirty (30) days or less will be filled according to the following guidelines:

1. If the remainder of the crew can continue to function as a separate crew, as deemed by the Supervisor, the senior journeyman on the crew will be appointed temporary foreman and paid at the rate of the classification of the absent foreman.
2. Temporary vacancies in the foreman's classification in the Electric T & D Department will not be filled if such assignment results in the crew not being able to perform the assigned work.
3. Temporary vacancies in the foreman's classification at the Generating Station will not be filled if the remainder of the crew has been

placed under the direction of other foremen as per Article IV, Sections 7a and 7b.

(b) Meter Readers awarded Storeroom Clerk (Groundman) or UTD1 positions and Storeroom Clerks (Groundmen) awarded Meter Reader positions will receive no reduction in wages.

(c) Substation department journeymen are eligible to bid on a posted temporary cut truck, said cut truck may perform same day reconnects, and meter change outs. This does not prevent existing Service Department personnel from performing any over flow of cuts, and a Groundman may work as the second person on said cut truck.

Section 3. Any member of the bargaining unit who is placed by the Employer in a position covered by the City Personnel Code and Civil Service Commission but not covered under this Agreement shall continue to acquire seniority rights during their six (6) month probationary period only if promoted to a non-bargaining unit position on or after October 1, 2014, as long as they are employed by the Office of Public Utilities. Employees promoted prior to October 1, 2014 shall continue to acquire seniority right as long as they are employed by the Office of Public Utilities. They may not use their seniority rights to bid on any job opening under this Agreement while in a position not covered by this Agreement. Said employee shall have a six (6) month probation period to assure that both the Employer and the individual have made the right choice. During this six (6) month period said employee will be able to return to his former position provided that he is then physically qualified to return to work. It is understood that in case of return of this individual within the six (6) month probationary period other employees will consent to such demotions as are necessary to make room for him. After this six (6) month probationary period if said employee is removed from the above mentioned position and at such time there is no appropriate job openings then they shall be paid at the prevailing rate of their last held classification under this Agreement, and shall be assigned such duties as are mutually agreeable to both parties of this Agreement. It is understood that such an employee must be free from monetary indebtedness to the IBEW and must fulfill all local union obligations.

ARTICLE IX

Vacations

Section 1. Employees will be granted vacation time with pay according to the number of years of continuous service they have with the Employer on their anniversary date. Effective

March 1, 2003, vacation leave per year with pay will accrue on an equivalent monthly basis according to the following schedule:

<u>Years of Service</u>	<u>Days/Yr.</u>	<u>Days/Mo.</u>
1 through 7 years	10 days	0.83
8 through 11 years	15 days	1.25
12 through 13 years	16 days	1.33
14 through 15 years	17 days	1.42
16 through 17 years	18 days	1.50
18 through 19 years	19 days	1.58
20 through 21 years	20 days	1.67
22 through 23 years	21 days	1.75
24 through 25 years	22 days	1.83
26 through 27 years	23 days	1.92
28 through 29 years	24 days	2.00
30 or more years	25 days	2.08

After March 1, 2003, claims to vacation accruals based upon contracts preceding this contract shall not form the basis of any grievance by a current bargaining unit employee, and such claims on behalf of current bargaining unit employees are hereby waived.

Effective March 1, 2002, vacation earned in one year must be taken by the end of the next succeeding year or be lost. For the purpose of this provision, a year shall be measured from the initial employment date.

Section 2. Effective October 1, 2000, vacation time may be taken upon the completion of six months of service.

Section 3. No employee will be allowed to take more than two weeks vacation time between June 1 and September 1. Except as noted above, employees with three or more weeks vacation time must take their vacation on succeeding days or break it into one two-week period and the remaining days taken in succession at some other period. The Superintendent in charge may at his discretion allow an employee a different division of vacation time if, in his opinion, the employee's circumstances warrant it and it will not disrupt operations.

Section 4. Employees shall be compensated at their current hourly rate at the time they are leaving the service of the Employer for all accrued but unused vacation time. Employees who have scheduled vacation but who are unable to use this scheduled vacation due to duty disability shall be compensated at their current hourly rate for any of this unused scheduled vacation.

Section 5. The Employer agrees to respect the wishes of the employees' request as to the time to take vacations as

nearly as practical according to their date of Benefit Use Request submission and seniority. Vacation request will be approved at the discretion of the employer and may be used in four (4) hour increments.

Section 6. Vacation pay and sick benefits will be paid at the rates as provided in Article XVI, Section 1.

ARTICLE X

Leaves Of Absence

Section 1. General Leave. The Employer may grant regular employees leaves of absence without pay for a period not to exceed three (3) calendar months in any twelve (12) month period for purposes that are deemed beneficial to City service. Such leave may be extended for good cause by the Employer for an additional period not to exceed three (3) calendar months.

Upon return from a general leave of three (3) months or less, the employee may return to a position equivalent to the one held prior to taking the leave. If the employee returns to work after a leave exceeding three (3) months and there is no equivalent position, the employee will be laid off in accordance with the procedures found in the Layoff/Recall Article.

An employee who fails to provide a reasonable excuse and notice to the Employer and fails to return to work at the time specified in his request for leave, shall be considered to have abandoned his position and shall be terminated.

An employee may use accumulated vacation or personal days before being placed on an unpaid general leave.

An employee on an unpaid leave of absence in excess of thirty (30) days shall not earn vacation or sick leave.

Section 2. Military Leave.

Military leave shall be granted in accordance with State and Federal law. The employee shall provide notice of the leave at the earliest possible date after issuance of the applicable orders.

Any employee of the City who shall be called, or enlists in the armed services shall be reinstated to his former position, including all of his seniority rights. It is understood that in case of return of such employees, other employees will consent to such demotions or any other action necessary for the reemployment of such returned servicemen.

Section 3. Medical Leave. Regular employees who have utilized twenty (20) sick days or have exhausted all sick leave and are unable to report to or back to work because of the start of or continuance of their sickness or injury, including pregnancy related disability, may be granted an unpaid disability leave. This Section in no way affects IMRF eligibility or IMRF benefits. Such leave will not be granted for a period in excess of three (3) months but may be extended upon written request of the employee for an additional period of up to three (3) months, at the Employer's discretion. Additional three (3) month extensions may be granted by the Employer if a physician certifies that the leave is a bonafide medical emergency or illness. The Employer may require an independent medical examination before approving the final leave extension. Prior to requesting said leave, the employee shall inform the Employer in writing about the nature of the disability and length of time needed for leave. The request for said leave shall be accompanied by a written statement from the attending physician which includes the diagnosis, prognosis and expected duration of the disability. If the Employer has reason to believe the employee is able to perform his regular assigned duties and the employee's physician certifies him as being able or unable to report back to work, the Employer may rely upon the decision of an impartial physician of its choosing as to the employee's ability to return to work. Such examination shall be paid for by the Employer. During said leave, the disabled employee shall provide written verification by a licensed physician at the Employer's request. Such verification shall show the diagnosis, prognosis and expected duration of the disability; such verification shall be made no less often than every thirty (30) days during a period of disability. Such leave cannot be arbitrarily or capriciously denied.

Section 4. Jury Duty. An employee who loses time from work during his regularly scheduled hours because of jury duty shall be paid his regular rate of pay for such time lost upon receipt of the entire sum paid for jury service, which payment the employee shall submit to the City. In order to be eligible for such payment, the employee must submit a certificate of service duly signed by the Court Clerk. However, an employee may elect to fulfill such jury service on accrued vacation or personal leave and retain the full amount received for such jury service. An employee released from jury duty two or more hours from the end of his regularly scheduled shift shall return to work upon said release.

Employees shall be paid their regular rate of pay when they attend court in their official capacity. Employees who receive a subpoena to appear in court as a plaintiff, defendant or witness shall be granted a leave of absence without pay; however, an

employee may elect to fulfill such responsibilities on accrued vacation or personal leave.

If an employee requests, he will be assigned the day shift for the duration of his jury duty. Subject to the approval of the supervisor, the employee may voluntarily trade shifts with another qualified employee working the day shift. If unable to trade shifts, an appropriately qualified relief man will be appointed to fill the individual's shift. If no relief man is available, management will assign a qualified employee from the day shift for exchange of shifts using inverse seniority.

Section 5. Funeral Leave. Employees shall be granted a maximum of three (3) working days leave of absence at the regular rate of pay if a death occurs to one of the following: spouse, children, step children, mother, father, sister, brother, step mother, step father, step brother, step sister, grandparents, grandchildren, son or daughter-in-law, brother or sister-in-law, mother or father-in-law, legal guardian or other relatives that are members of the employee's household at the time of death. In the event of an active co-worker death, the City and the Union agree to work together to allow employees the ability to attend the funeral.

Pay shall be granted only for employee's regular work days spent in making funeral arrangements, attending the funeral, and traveling to and from the funeral. Employees must notify the Job Steward and Superintendent in charge before leave is taken. Upon returning to work the employee shall sign a statement attesting to the time and place of the funeral he attended and the relationship to him of the deceased.

Employees attending a funeral as specified in the preceding paragraphs on any day which falls on any scheduled benefit time excluding sick time shall not be charged benefit time for that day.

In addition, up to two (2) sick days may be used to supplement a funeral leave provided that any funeral leave shall not exceed five (5) consecutive working days per occurrence. The use of such sick leave in conjunction with funeral leave shall not be taken into consideration for purposes of determining the number of sick days (instances) used per year or eligibility for the sick leave bonus.

Section 6. Union Leave/Business. Any employee of the City who may be elected to or appointed to office in the Local Union that will require him to absent himself from duty to the Employer shall upon leaving that office be reinstated to his former position, including all his seniority rights, providing

that he is then physically qualified to return to work. It is understood that in case of return of such an employee, other employees will consent to such demotions as are necessary to make room for him. Seniority rights shall continue if an employee is elected or appointed to a Union Office in the Local Union.

The Union representatives shall be granted reasonable release time off from duty at the straight time rate to investigate and process grievances.

Local Union representatives shall be allowed time off without pay for legitimate Union business such as Union meetings, State or area wide Union committee meetings, State or International conventions, provided such representatives shall give reasonable notice to their supervisor of such absence and it does not affect the operating needs of the utility. Union representatives shall be allowed reasonable time off without pay for preparation for contract negotiations. Union Representatives shall be allowed time off with pay at the straight time rate during regular working hours for contract negotiating sessions with the employer. A maximum number of five (5) employees will be released from duty with pay at any one time for the purpose of contract negotiations. The employee may utilize any accumulated time (compensatory time, personal, vacation days) in lieu of taking such leave without pay.

Such time off shall not be detrimental in any way to the employee's record, or affect the employee's sick time bonus.

Section 7. Personal Days. Regular employees who have completed twelve (12) months of service with the employer shall be awarded three (3) personal days with pay on their first anniversary date. Thereafter, personal days will be awarded at the beginning of each contract year. Such personal days may be used for any personal reason of the employee. These days must be taken in whole or one half ($\frac{1}{2}$) day increments and are subject to supervisory approval for scheduling. Personal days may not be accumulated or carried over but must be used within 12 months of being awarded except as follows: If an employee does not use his personal days during the contract year, the employee must before the end of the contract year, schedule such days on which they desire this time off, subject to supervisory approval. Such personal days shall be used between October 1 and December 31 and may not be rescheduled after the beginning of the new contract year. No employee shall be eligible for payment for unused personal days.

Section 8. For the Generating Station only, employees will have the option to use benefit time including vacation,

personal, compensatory and bonus time in one hour increments only at the beginning or end of the shift up to a maximum of eight (8) occurrences each year. An occurrence will be defined as any day an employee uses benefit time, as described above, in increments other than four (4) or eight (8) hours. Use of such time will be subject to twenty-four (24) hours notice and supervisor approval.

ARTICLE XI

Sick Benefits

Section 1. Sick benefits will be paid to employees after six (6) months service as follows: Each employee covered by this contract shall accumulate sick leave at the rate of one (1) work day with 100% of pay per month including prior service up to a maximum of 300 days sick leave. Employees shall be compensated in cash at a ratio of five (5) days pay for each twelve (12) days accrued unused sick leave for a maximum of ninety (90) days of this accrued unused sick leave when they are permanently separated from employment as a result of retirement or death.

Employees hired on or after October 1, 2014, will not be eligible for payment of unused sick days upon retirement or death. Employees hired on or after October 1, 2014 who maintain ninety (90) sick day (720 hours) on the book may be allowed to liquidate up to forty (40) hours of sick leave annually on September 30th.

Section 2. It shall be the responsibility of the employees to see that his supervisor is notified of his illness and inability to work previous to the time his shift is to begin. If the employee is absent for one-half day or more he shall sign an ordinary disability report certifying to the nature of his illness.

(a) Sick time may be used for illness, disability or injury to the employee, appointments with a doctor, dentist or other professional medical practitioner, quarantine and for serious illness or disability in the employee's immediate family which requires the employee's personal care and attention. Employees shall make every effort to schedule nonemergency medical examinations outside of normal working hours. If this is impractical, the employee shall be allowed to use sick leave in increments of no less than one (1) hour for such medical examinations provided he informs the supervisor of such examination as far in advance as possible and provides verification of the doctor or dentist appointment and schedules this examination such that it does not effect operations or create additional costs for CWLP. Verification of sick leave

other than medical examinations shall be made pursuant to Section 2 and Section 3 of this article.

Section 3. If the employee shall be absent on sick leave for three days or more, he shall furnish a doctor's certificate reflecting the reasons for his absence. When a person has used 30 days sick leave time to which he is entitled under this contract, all benefits under IMRF shall be available to him or he may use the balance of accrued sick leave time.

Section 4. The Employer shall provide an insurance program for its employees and dependents, which includes hospitalization, doctor's care and life insurance. Life insurance is for the employee only. Employees will be furnished an insurance booklet containing benefits, cost and claim procedures.

The Employer and the Union agree that the Health Insurance for its employees will be governed by the Agreement for Joint Labor/Management Health Care Committee. Changes in the Plan will be made according to rules of the Committee including premiums paid by the Employer and its Employees covered under the contract between the City of Springfield and IBEW Local 193. Should the Joint Labor/Management Health Care Committee cease to exist, the Employer and Union will meet to discuss and negotiate over the Health Insurance benefits.

Section 5. Employees who have accrued thirty (30) days sick leave at any time prior to a contract year and do not use over one (1) day sick leave or are not absent without pay during an ensuing contract year shall be granted two (2) days leave with pay between October 1st and September 30th of the succeeding contract year. Employees who have accrued sixty (60) days sick leave at any time prior to a contract year and do not use over one (1) day sick leave or are not absent without pay during an ensuing contract year shall be granted three (3) days leave with pay between October 1st and September 30th of the succeeding contract year. Employees who have accrued ninety (90) days sick leave at any time prior to a contract year and do not use over one (1) day sick leave or are not absent without pay during an ensuing contract year shall be granted five (5) days leave with pay between October 1st and September 30th of the succeeding contract year. Bonus time eligibility for employees using sick time associated with Family Medical Leave will be according to the regulations stipulated under the Act, i.e., sick time used under FMLA will be counted to determine an employee's eligibility for bonus days.

Employees who have earned bonus time will be allowed to take the bonus time on a short notice to the supervisor in half

or full day increments. The bonus days shall follow the same rules as a sick time notice. The employee shall notify the supervisor of the intent to use bonus time before the beginning of the regularly scheduled shift. For any pre-planned time-off requests, employees shall submit the bonus day requests in advance to allow the vacancy to be filled in advance. Bonus days cannot be denied, but in no event can bonus days be used in a concerted manner to disrupt operations or cause a work stoppage.

Section 6. After accumulating thirty-two (32) days of sick leave, employees upon written request may exchange sick days for vacation days at a rate of two (2) sick days for one (1) vacation day. Each vacation day so earned must be used as a vacation day within the vacation year of the exchange or be forfeited. The number of sick days exchanged per vacation year shall not exceed ten (10) days and at no time shall the number of days of accumulated sick leave be so reduced to less than thirty (30) days. No payment shall be made for vacation days acquired hereunder if not used within the vacation year. Such days may not be used for the purpose of carrying over vacation days as provided in Article IX, Section 1. Such exchange of sick days for vacation days may be made up to five times per year, exchanging a maximum of 10 sick days for a maximum of 5 vacation days.

Section 7. The parties agree that the current Attendance Monitoring Program "AMP" will continue to be used for utilization of sick time. In regards to employee discipline, employees reaching seven instances will be given a verbal warning. Employees reaching eight instances will be given a written warning. Employees reaching nine instances will be given a day off without pay. Additional instances will be dealt with in a progressive manner. An employee may utilize up to three (3) doctor's appointment in a twelve month rolling period that is four (4) hours or less that will not be counted as an instance under this policy as long as sufficient notification is provided to the employer and the employee returns to work the same day for the remainder of his shift with a doctor's note covering the absence or works the first four (4) hours and returns to work the next working day with a doctor's note covering the absence. The doctor's note shall be considered timely if presented at any time the following scheduled work day. When an employee currently has discipline as a result of sick time infractions as defined in the MOU, and that discipline has not been expunged per the applicable time period as defined in the collective bargaining agreement, any further sick time infractions shall result in progressive discipline being imposed.

ARTICLE XII

Duty Disability

Section 1. Any employee who is disabled for work as a result of illness or injury arising out of and in the course of his employment, which is compensable under the Illinois Workers' Compensation or Occupational Diseases Acts, shall be compensated as provided in the applicable Act, as it may from time to time be amended. Employees who become eligible for workers' compensation benefits shall not accrue benefit time (except for personal days) while receiving workers' compensation benefits for thirty (30) days or more, unless specifically awarded pursuant to the Workers' Compensation Act, award, or settlement.

ARTICLE XIII

Apprentices and Temporary Student Summer Employees

Section 1. The Employer may employ not more than one (1) Apprentice Lineman to each four (4) Journeymen Linemen; one (1) Apprentice Substation or Maintenance Electrician to each three (3) Journeyman Substation or Maintenance Electricians; and one (1) Meterman Apprentice may be employed after one (1) Journeyman Meterman is employed and thereafter the ratio shall be one (1) Apprentice to each three (3) Journeyman Metermen employed. Within the Instrument Electric, Communications and Relay areas, one (1) Apprentice may be employed after one (1) Journeyman is employed and thereafter the ratio shall be one (1) Apprentice to each two (2) Journeymen employed. These ratios are intended as guidelines which may be waived by the Joint Apprenticeship & Training Committee.

Section 2. (a) Apprentices shall be allowed to drive trucks after obtaining a CDL license. The Employer will pay only for the employee's initial passed CDL test cost, if the employee does not already poses a CDL.

(b) Apprentices should be assigned work that will give them training in all phases of their occupation. Rotations will be designed and implemented by management as reasonably as possible.

Substation Maintenance Apprentices will be assigned to the Construction Department for the first twelve (12) months of their apprenticeship prior to permanent assignment in the Substation Area, unless determined otherwise by the JATC. Once the period of assignment is determined, the appropriate work will also be determined by the JATC.

Apprentices at the Power Plant shall be permanently assigned to either the Maintenance Electrical or Instrument Electrical areas. Apprentices assigned to the Plant Maintenance Area may spend a total of six (6) consecutive weeks during their first year of apprenticeship in the Instrument-Electrical Area. Apprentices assigned to the Plant Instrument-Electrical Area may spend a total of six (6) consecutive weeks during the first year of their apprenticeship in the Plant Maintenance Electrical Area. Apprentices assigned to the Relay Maintenance Area may spend two (2) months sometime during the first year of their apprenticeship in the Substation Maintenance Department. Apprentices assigned to the Traffic and Metering Department may spend all four (4) years of their apprenticeship in this area.

The above rotation or period spent within each area may be modified as needs require with the approval of the Joint Apprenticeship and Training Committee.

Section 3. Apprentices may assist in all work done by Journeymen, but will not be permitted to work with tools except while in a regular crew or working with another Journeyman.

Section 4. Apprentices will attend four (4) years of schooling under the authority of the Joint Apprenticeship Training Committee. Apprentice hired on or after October 1, 2012 will attend four (4) years of schooling under the authority of the Joint Apprenticeship Training Committee. There shall be a Joint Apprenticeship & Training Committee consisting of three (3) representatives appointed by the Employer and three (3) representatives appointed by the Union. The duties of the Committee are in the rules and regulations of the Joint Committee.

Section 5. Both the union and the Department of Public Utilities will contribute \$5,000.00 each quarter to fund the Joint Apprenticeship and Training Committee. During the 2000 calendar year, payments will be due on March 1, June 1, September 1, and December 1. Beginning January of 2001 and each year thereafter, the fund balance will be reviewed at the Regular JATC meeting and the March 1 contribution will be adjusted to bring the balance of the account to \$10,000.00. The June 1, September 1, and December 1 will continue to be \$5,000.00 each from the Union and the Department of Public Utilities. The quarterly contribution may be adjusted by the JATC with the approval of the sponsors.

Section 6. The following rules and regulations pertain to employment of temporary student summer employees in the electrical field by the Office of Public Utilities.

(a) The applicant or employee who serves as a temporary student summer employee must be of at least the age of 18 years and he must be of good moral character and physically able to do manual work.

(b) The applicant or employee who will participate in the temporary student summer employment program in the electrical field shall be at least a graduate of an accredited high school who will attend a college or who has designated a specific college which he intends to attend in the Fall of the year of his employment.

(c) The Office of Public Utilities officials and the officials of L.U. No. 193, I.B.E.W. shall mutually select the applicants as temporary college student helpers at a rate of wage set forth in Article XVI of this Agreement.

(d) The applicants or employees designated as temporary student summer employees will be selected from a registration list, a record of which will be maintained by both the Office of Public Utilities and Local No. 193, I.B.E.W.

(e) Preference shall be given to applicants who apply for employment prior to April 30 of the year in which he seeks to work under this program.

Section 7.

Apprentices hired on or after the October 1, 2016, ratification shall have the following wage rates:

Year 1 -	50% of Current Journeyman Rate
Year 2 -	60% of Current Journeyman Rate
Year 3 -	75% of Current Journeyman Rate
Year 4 -	90% of Current Journeyman Rate

Any apprentice employed under this Agreement prior to October 1, 2020 will not receive any retroactive pay, but will immediately have their pay rate adjusted to the rate established above, if the rate is higher, upon ratification.

ARTICLE XIV

Superintendents

Section 1. Superintendents whose duties require them to hire or discharge may or may not be members of the local union at the discretion of the Employer. Such Superintendents shall give orders to foremen and all instructions that are necessary

to employees to carry out work, but shall not directly supervise work at the point of operation, except in emergency.

ARTICLE XV

Safety

Section 1. The Employer agrees to furnish all necessary protective equipment such as rubber gloves, blankets, hoods, hose, hard hats and complete rain gear and it is a rule of both parties hereto that they be used. Rubber gloves must be worn when working within two (2) feet of any energized conductor of 440 volts or more. Hard hats shall be worn by all employees while at the job site. An employee who violates the above rules shall be notified in writing by the Safety Director who shall send a carbon of such notification to the Business Manager. A second violation by an employee without due cause shall require a mandatory suspension of one day without pay. The Employer also agrees to furnish and maintain all necessary safeties, hooks, pads, and straps and hand tools such as wrenches, hammers, rules, pliers, screwdrivers, etc., but reserves the right to set up their own rules governing the distribution of these tools.

Section 2. Safety meetings of at least an hours duration shall be held at least once a month on a regular established day. If there is an emergency condition at such time, the meeting shall be rescheduled as soon as possible. Immediately following the regular safety meeting all employees required to work energized lines will turn in one pair of their rubber gloves to be tested. The Power Plant will conduct quarterly safety meetings, tool box talks and pre-job briefings.

Section 3. All Journeymen Linemen, Cablemen, and Maintenance Men working on wires or equipment which is energized at 440 volts or more must be accompanied by a Journeyman or an Apprentice having two (2) or more years experience.

Section 4. No work shall be performed on energized conductors of over 5000 volts, without the use of "Hot Stick" equipment. In no case should conductors of this voltage be handled with rubber as the only means of protection.

Section 5. Foremen having charge of construction and maintenance will be required to use tools as long as their doing so would not interfere with them properly looking after their work as foremen and the safety of the employees in their charge.

Section 6. Both parties agree to appoint three (3) members each to a safety committee whose objective is to draft a safety

manual acceptable to both parties that can be adopted as part of this working agreement.

Section 7. Refer to Safety Manual.

~~Section 8. Effective October 1, 2011, all employees covered under this agreement who work safely in accordance with all safety rules, have no lost time accidents or OSHA recordable injury in a contract year, shall receive a safety incentive on September 30th through the duration of the agreement. The incentive shall be administered as follows:~~

Years	Incentive
1-4	\$ 250.00
5	\$ 750.00
6-9	\$ 350.00
10	\$1,350.00
11-14	\$ 450.00
15	\$1,950.00
16-19	\$ 550.00
20	\$2,550.00
21-24	\$ 650.00
25	\$3,150.00

~~The incentive is applied to employees who are not disciplined for violation of a safety rule but who work without a no lost time accident or OSHA recordable injury will receive 50% of the incentives. Years prior to October 1, 2011 do not count for purposes of determining the incentive.~~

ARTICLE XVI

Classification And Wage Rates

Section 1. See Appendix A.

Power Plant Temporary Shift - 10% per hour premium.

Shift Workers:

Operators/Relief Dispatchers/Operator Trainees

1st Shift (A) - 9:30 PM to 5:30 AM

2nd Shift (B) - 5:30 AM to 1:30 PM

3rd Shift (C) - 1:30 PM to 9:30 PM

Troublemens

1st Shift (A) - 11:00 PM to 7:00 AM

2nd Shift (B) - 7:00 AM to 3:00 PM
3rd Shift (C) - 3:00 PM to 11:00 PM
4th Shift (D) - 4:00 PM to 12:00 Midnight

2nd Final Meter Reader

9:30 A.M. to 6:00 P.M. - Tuesday through Friday

8:00 A.M. to 4:30 P.M. - Saturday

Section 2. (a) Across-the-Board Increases: See Appendix A

10/1/2025	3%
	<u>\$4,000 wage adjustment upon ratification</u>
10/1/2026	3%
10/1/2027	3%
10/1/2028	3%

(b) Effective October 1, 2007, employees completing 14 years of service in the bargaining unit, shall have their hourly rate increased \$.50. Effective October 1, 2007, employees completing 24 years of service in the bargaining units, shall have their hourly rate increased \$.50.

On at least an annual basis, the Union shall provide a seniority list to the City for the purpose of verifying the years of service for employees who will be entitled to receive longevity raises during the year. The City shall verify if the employee qualifies for the adjustment from the Union-provided list and will make the appropriate adjustment to the employee's rate of pay and will pay back to the employee's anniversary date (14 or 24 years) or to maximum of 60 days in arrears for the longevity adjustment from the date the City receives the notice from the Union. The \$.50 adjustments shall compound with across the board wage increases. Where any dispute arises regarding the calculation of the appropriate number of years of service for the purpose of applying longevity, any deadline for payment of wages owed in arrears shall be suspended.

Employees bidding to new positions shall have the compounded longevity rates transfer with the employee to the new position. Upon transfer to a new position, the Union shall notify the City within 30 days of what the Union believes the appropriate rate of pay for the employee shall be in the new position. The City will validate the rate of pay and make any needed adjustment to the employee's rate of pay, or the City will contest the rate of pay and provide evidence to the Union for a different rate of pay. The City will make any adjustment to the employee's rate of pay for up to 60 days in arrears from the date the City receives the notification from the Union to allow ample time for any disputes to be resolved. The City will

not make any adjustments more than 60 days in arrears from the date of notification received in writing from the Union.

(c) Employees now receiving a higher wage rate than the minimum prescribed wage rate for their classification will not be reduced while they are doing that classification work.

(d) Retroactive pay shall not go back prior to October 1st of that year in which award is made unless arbitration has been applied for more than ninety (90) days previous to October 1st of next year.

(e) Payday shall be every two weeks on Friday, excepting that when a payday falls on a holiday, payday shall be on the preceding day. Effective upon ratification of the 2016 contract, all employees' paychecks shall be issued through direct deposit.

(f) As part of the 1985 labor negotiations it was agreed to eliminate the shift differential for the classifications listed below and to incorporate the amounts noted below in the given classification's base wage rate. Amend pay rates of the following classifications effective upon signing of the 1985 contract:

 Troublemakers and Relief Troublemakers - additional \$.28 cents/hour. Relief System Dispatcher, System Operator, Operator Trainee I, II, III - additional \$.25 cents/hour. Additionally, Groundmen working the evening shift shall be paid \$.25 cents/hour shift differential as part of his base rate of pay.

(g) Effective October 1, 2007, employees in the title of Meter Reader Foreman, completing 7 years in the title shall have their hourly rate increased by \$1.00. Effective October 1, 2007, employees in the title of Meter Reader Foreman, completing 24 years in the bargaining unit shall have their hourly rate increased by \$1.00.

Section 3. "Classification and Minimum Wages" covered in this Agreement may be reopened for negotiation after ten (10) days written notice from either party.

Attached to and made a part of this LABOR AGREEMENT between the CITY OF SPRINGFIELD, SPRINGFIELD, ILLINOIS, OFFICE OF PUBLIC UTILITIES and LOCAL UNION NO. 193 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS.

ARTICLE XVII

Labor-Management Meetings

Section 1. Labor-Management meetings will be conducted quarterly (if requested). Union and Management will submit agenda items to the designated representative fourteen (14) days prior to the scheduled Labor-Management meeting.

ARTICLE XVIII

Tree Trimming

Section 1. All tree work to clear electric lines shall be done by Linemen and paid for at the prevailing rate. In the event Linemen are not available for such work, the Employer may employ tree trimmers to do the work at the Journeyman Lineman's rate of pay. Apprentices may be used in the same ratio to Journeymen as for regular line work.

ARTICLE XIX

Non-Discrimination

Section 1. Prohibition Against Discrimination. The provisions of the Agreement shall be applied equally to all employees in the bargaining unit(s) without unlawful discrimination as to the age, sex, marital status, race, color, creed, national origin, political affiliation (or lack thereof) or physical or mental handicap. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 2. Equal Employment/Affirmative Action. The parties recognize and agree to cooperate in fulfilling the Employer's obligations under applicable state and federal Equal Employment and Affirmative Actions Acts, laws and regulations. The Union agrees that the Employer may take whatever steps necessary to comply with the Americans with Disabilities Act.

ARTICLE XX

Savings

Section 1. Partial Invalidity. Should any part of this Agreement or any provision contained herein be judicially determined to be contrary to the State or Federal law, such invalidation of such part or provision shall not invalidate the remaining portion hereof and they shall remain in full force and

effect. The parties shall attempt to renegotiate the invalidated part or provisions.

ARTICLE XXI

Management Rights

Section 1. Management Rights. Subject to the provisions of this Agreement and Public Act 83-1012, the Employer retains the inherent management authority and is vested with the exclusive right to control its operations, to establish reasonable rules and regulations, to determine its policies, its over-all budget, the manner of exercise of its functions, and the direction of its workforce and to maintain efficiency provided the exercise of such rights by management does not conflict with specific provisions of this Agreement.

ARTICLE XXII

Temporary Assignment

Section 1. An employee placed on temporary assignment to a higher paid classification shall receive the current rate of pay for the higher classification for all hours worked (excluding any leave time) and be subject to all rules and regulations pertaining to that classification.

Section 2. An employee placed on temporary assignment to a lower paid classification shall suffer no reduction in wages during such period, and be subject to all rules and regulations pertaining to that classification.

ARTICLE XXIII

Layoff/Recall

Section 1. The employer has the right to employ, lay off, discharge and promote employees in accordance with the provisions of this Agreement. In the case of layoff, the Employee and the Union will be given two (2) weeks' notice. However, any employee laid off or discharged for any reasons other than lack of work or lack of funds may file a grievance pursuant to the procedure outlined in this Agreement and the layoff or discharge shall be processed in accordance with the Grievance and Arbitration Procedure in this Agreement. The reason for discharge or layoff shall be given to the employee and Union in writing and the Union may in all respects appear for and represent in its name or the employee's name the interest of the employee and the Union. In case of layoff, employees will be laid off by inverse order of seniority. Recall shall be by seniority for a period of twenty-

four (24) months. The Employer agrees to furnish the representatives of the Union a list of employees on layoff upon request.

ARTICLE XXIV

Election Of Remedies

Section 1. The City, the Local Union, and the employees covered by the terms of this Agreement agree that if a dispute or difference arises concerning the interpretation and/or application of the wages, hours and terms and conditions of employment in the Agreement (except disputes or differences involving discipline and/or discharge), that the Steps and provisions in the Grievance and Arbitration Articles shall be the exclusive procedures for resolving the dispute or difference. If a dispute or difference arises concerning discipline and/or discharge, the employee shall elect to have the matter processed under the provisions of either the grievance and arbitration procedure in this Agreement or procedures applicable under the City of Springfield Employment Policies; and, after selecting one of the two procedures, shall be deemed to have waived his rights under the other procedure.

ARTICLE XXV

Discipline

Section 1. Disciplinary action may be imposed upon a certified (non-probationary) employee for just cause. During the initial probationary period, the probationary employee may be disciplined, discharged, demoted, laid off, or otherwise dismissed at the sole discretion of the Employer and neither the reason for nor the disciplinary action may be the subject of a grievance, unless the basis for the alleged violation is pursuant to Article XIX.

The following procedure of progressive and corrective discipline shall be applied by the City, except the City need not follow progressive and corrective discipline before discharge if the discharge is for theft, deliberate damage to City property, gross insubordination, physical violence, or other similar offenses.

Discipline for offenses not covered above shall only be as follows, with the exception of sick time abuse as outlined in the Article XI, Section 7, Attendance Monitoring:

First Offense:	Verbal Warning(s)
Second Offense:	Written Warning(s)

Third Offense: Suspension(s)
Fourth Offense: Discharge

Written warnings may be hand delivered to the affected employee, or may be sent by mail to the employee's last known address if no other reasonable means of serving notice is available.

Warnings as herein provided shall be null and void after twenty-four (24) months, shall be removed from the employee's personnel file, and shall not be used as a basis for further disciplinary action. Suspensions as herein provided shall be null and void when there have been no suspensions for the most recent forty-eight (48) months of employment, shall be removed from the employee's personnel file, and shall not be used as a basis for further disciplinary action.

For discipline other than reprimands, the Employer shall hold a pre-deprivation meeting. Prior to notifying the employee of the contemplated measure of discipline to be imposed, the Employer shall notify the Union steward of the meeting and reasonably in advance of such meeting shall provide the steward with the alleged infraction. Employees shall be informed by the Employer of their rights to union representation and shall be entitled to such, if so requested by the employee. The Employer then shall meet with the employee involved and inform him/her of the reasons for such contemplated disciplinary action including any names of witnesses and copies of pertinent documents. The employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline.

Discipline imposed under these procedures shall be subject to the grievance/arbitration procedures.

ARTICLE XXVI

Union Business

A. Union Rights

Section 1. Union Activity During Working Hours Employees shall, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay during working hours to attend grievance hearings or hearings or meetings agreed to by the Employer, if such employees are entitled or required to attend such meetings by virtue of being Union representatives, stewards, witnesses, or grievants, and if such attendance does not significantly interfere with the Employer's operations.

Section 2. Information Provided To Union The employer shall submit to the Local Union, upon request, the current seniority roster and reemployment list, applicable under the seniority provisions of this Agreement. In addition the Employer shall monthly notify the union in writing as to the following personnel transactions involving bargaining unit employees within each work section and location: new hires, promotions, demotions, reclassification, layoffs, reemployments, transfers, leaves of absence, returns from leaves, suspensions, terminations, retirement, resignations, discharges, and any other information mutually agreed to by the parties. In addition the Employer shall notify IBEW Local 193 via electronic mail of all new persons hired into bargaining unit positions on or before the new employee(s) date of employment.

Section 3. The Employer agrees that accredited representatives of the IBEW, whether Local Union, District Council, or International representatives, shall have access to conduct Union business provided the Union first notifies the Employer and does not unduly interfere with the operational requirements of the Employer.

Section 4. No authorized representative of the Union who is required to be involved with the Employer in negotiations or grievance discussions shall lose pay for time spent away from work as qualified below.

Employee will be paid the applicable rate, but at no time will overtime rates be paid during negotiations or grievance discussions. Pay is not provided for time spent in negotiations or a grievance discussion outside the individuals normal work shift. Overtime shifts turned down by an employee while participating in negotiations or grievance discussions, will be treated as normal turndowns.

In all cases where any Steward or Union representative is required to conduct a Union business, the employee should notify their supervisor prior to conducting the Union business.

Section 5. Bulletin Boards The employer agrees to furnish and maintain suitable bulletin boards in convenient and appropriate areas to be used by the union. The union should limit it's posting of notices and bulletins to such bulletin boards.

Section 6. New Hire Orientation When the employer conducts a new hire orientation, the Union shall conduct orientation for each new bargaining unit employees at a time mutually agreed to by the parties. The Union orientation shall be

one (1) hour and shall take place during the employee's regular working hours with no loss of pay to the employees involved.

Section 7. Annual Training The Employer and the Union are committed to ensuring the employees receive training that will help to maximize the productivity and quality of their work. To facilitate this goal, the parties agree that providing annual training to employees is important and that the Employer and the Union should therefore endeavor to provide such annual training. Annual training provided by the Union, including updating employees on new agreements and policies, and on the coordination of these policies and agreements with policies and procedures set forth in the collective bargaining Agreement, can help to facilitate the maximization of both quality and productivity. The Union may schedule up to one (1) hour per year of such training at a time and place, agreeable to the parties, provided, such training does not unreasonably disrupt department operations. Where the Employer has scheduled such training, the Union may, by mutual agreement, be scheduled in conjunction with such sessions. Training provided for herein shall be without loss of pay.

Section 8. Information Sharing The Employer shall not provide information that is exempt from disclosure under the Freedom of Information Act (5 ILCS 140/7) and pertains to bargaining unit employees, to the Union, or to matters pertaining to collective bargaining, to an entity that is not a party to this Agreement. The Employer shall use best efforts, at the time of request, to notify the Union and affected employee(s). The Union and all affected employee(s) shall also be provided a copy of the public disclosure request on a quarterly basis.

B. Dues Checkoff

Section 1. Deductions The Employer agrees to deduct union dues every month from the earnings of its employees who have signed individual authorization cards, supplied by the Union, and to remit the same to the duly designated officer of the Union until such time as the employee resigns his/her membership in the Union or otherwise revokes his/her dues deduction authorization in writing to the Employer and the Union with thirty (30) days advance notice.

The Union shall advise the Employer of any increases in dues in writing at least thirty (30) days prior to the effective date.

Section 2. Should the dues deduction authorization form

executed by any employee conflict with any state or federal law in any respect, the Employer shall be relieved from honoring such authorization.

Section 3. Voluntary Benefits Program A separate voluntary payroll deduction for Union Programs may be made for those employees who provide the Employer with a signed payroll authorization card requesting such deduction.

Authorization for such deduction shall be allowed annually be the Employer and shall be revocable by the employee upon notice in writing to the Employer and Union. The amounts so deducted shall be forwarded monthly to the Union at the address designated in writing to the Employer by the Union.

Section 4. Indemnification The Union agrees that there shall be no liability on the part of the Employer for the collection of any unpaid dues which may be due the Union from any employee who, because of absence from work or termination of employment, has insufficient wages payable to him/her at the regular time the dues are to be deducted from which to make such deduction. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, judgments, or other forms of liability or expense, that may be incurred or necessitated by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

ARTICLE XVII

Drug Testing

Section 1. All employees in the bargaining unit are subject to periodic random drug and alcohol testing and testing resulting from reasonable suspicion. In addition, an employee will be tested for both drugs and alcohol following any OSHA recordable accident or any accident which results in fatality, injuries requiring transportation to a medical facility, disabling damage to any vehicle or property or a citation under state or local law for a moving violation arising from an accident. Employees will be subject to drug testing per applicable State and Federal Laws.

Section 2. Discipline. Upon the return of a positive drug or alcohol test, the following will result:

If an alcohol test results in an alcohol concentration of .02 or more, but less than .04:

1. First Offense - The employee will be immediately removed from the performance of his/her duties for at least twenty-four (24) hours or until the start of the employee's next regular shift (whichever is later). The employee will also receive a mandatory referral to the Employee Assistance Program (EAP).
2. Second Offense - The employee will be suspended for 10 days without pay and must agree to sign a Return-to-Duty Contract.
3. Third Offense - The employee will be terminated.

If an alcohol test results in an alcohol concentration of .04 or greater:

1. First Offense - The employee will be subject to a minimum 15 day suspension without pay and must agree to sign a Return-to-Duty Contract, if applicable.
2. Second Offense - Any employee who tests positive for drugs and/or alcohol within five (5) years of his or her previous positive test will be automatically terminated.*

*If an employee has previously tested positive for drugs and/or alcohol (.02 or greater), an alcohol concentration of .04 or greater shall be considered a Second Offense under this Section and the employee will be automatically terminated.

If a drug test result is positive:

1. First Offense - The employee will be subject to a minimum 30 day suspension without pay and possible discharge and must agree to sign a Return-to-Duty Contract, if applicable.

Any employee who does not test positive for drugs and/or alcohol within five (5) years of his or her previous test will be treated as if the first positive test did not occur.

2. Second Offense - Any employee who test positive for drugs and/or alcohol within five

(5) years of his or her positive test will be automatically terminated.

Compliance With Testing Requirements - Any employee subject to drug and alcohol testing who provides false information in connection with a test or who attempts to falsify test results through tampering, contamination, adulteration or substitution shall be removed from duty immediately and his or her employment terminated.

A refusal to test shall be considered a positive test. Refusal can include, but is not limited to, an inability to provide a specimen or sample without a valid medical explanation, as well as verbal declaration, obstructive behavior or physical absence resulting in the inability to conduct the test.

Section 3. Return-to-Duty Contracts. An employee who is allowed to return to duty after engaging in prohibited conduct must agree to a Return-to-Duty Contract. The contract shall include, but is not limited to the following:

1. A release-to-work statement from an approved Substance Abuse Professional (SAP) prior to returning to work.
2. An agreement from the employee to complete any recommended treatment or rehabilitation programs.
3. A negative test for drugs and/or a less than .02 test result for alcohol prior to returning to work. The employee will be responsible for the cost of such testing.
4. An agreement to unannounced frequent follow-up testing.
5. A statement of expected work-related behaviors prior to returning to work.

Violation of the Return-to-Work Contract is grounds for discharge.

Section 4. Confidentiality. Information and records relating to positive drug and/or alcohol test results, drug and/or alcohol dependencies and legitimate medical explanation provided by the Medical Review Officer (MRO) shall be confidential. Such records and explanations may be disclosed where relevant to a grievance, Civil Service hearing charge, claim or other legal proceeding initiated by or on behalf of an employee.

Employees shall, upon written request, have access to their own results and to records relating to them which the MRO provides the City or receives from the City's laboratory. Any employee who violates confidentiality under this policy shall be subject to disciplinary action.

ARTICLE XXVIII

Residency

Effective upon ratification of the 2020 contract, all employees hired on or after the ratification shall reside within the boundaries of the City of Springfield within six (6) months after the end of their probationary period, and all current employees who reside within boundaries of the City of Springfield shall continue to reside within the boundaries of the City. Current employees living outside of the City of Springfield shall be grandfathered and the residency ordinance shall not apply to them. If an employee living outside of the boundaries of the City of Springfield moves into the City of Springfield, then the requirements of the residency ordinance shall apply. Should an employee's property be annexed into the City Corporate Limits, the employee shall remain grandfathered. Should the residency ordinance be reversed during the term of this agreement, this provision will become null and void. Should the residency ordinance be amended, the union maintains the right to negotiate any such modifications that affects the terms and conditions of employment when the amendment occurs.

ARTICLE XXIX

Duration, Amendment and Termination

Term. This agreement shall become effective October 1, 2025~~20~~ and shall be extended for a four (4) year period to September 30, 2029~~5~~. It shall continue in effect from year to year thereafter, unless notice for amendment or termination is given in the manner provided herein.

Notice to amend or terminate. Either party desiring to amend or terminate this agreement must notify the other in writing at least sixty (60) days prior to the termination date.

For City of Springfield

Date

For IBEW Local 193

Date

MEMORANDUM OF UNDERSTANDING

**RETIREE PREMIUMS AND
UNREIMBURSED MEDICAL EXPENSES**

In the event that a City-wide plan(s) is/are offered for the purpose of pre-funding retiree health insurance or unreimbursed medical expenses, bargaining unit employees will be given the opportunity to participate.

**MEMORANDUM OF UNDERSTANDING
BETWEEN IBEW LOCAL 193
AND THE
CITY OF SPRINGFIELD
OFFICE OF PUBLIC UTILITIES**

In regards to the installation and utilization of GPS tracking technology on Office of Public Utilities vehicles, the undersigned Parties agree as follows:

1. The intended purpose of such equipment is to enhance the operational efficiency of the department, improve services to the public, to improve the safety of employees and to ensure compliance with the CBA.
2. This technology may be made available to third parties only as provided for under state, federal, or local laws.
3. Prior to installation of this equipment, employees shall be given a brief overview of the systems capabilities and its intended use. Any vehicle may be equipped with this technology.
4. It is understood that disciplinary actions against and excessive monitoring of employees is neither a primary purpose nor an intended result of utilization of GPS equipment. The Parties agree that GPS equipment may be used to verify the guilt or innocence of an employee that the employer had a bona-fide reason to suspect the employee of misconduct. Such equipment will not be utilized to harass employees, but will be used to monitor employee's work progress and work locations. The Company agrees that it shall not troll the database to randomly review information available through the system or utilize such information for disciplinary purposes unless a review has been prompted by a bona-fide reason to suspect the employee of misconduct.
5. In the event that data retrieved from the GPS system is used to support the employer's decision to discipline an employee, the Union shall be provided with copies of all data pertinent to the contemplated discipline.
6. In the event the employer elects to upgrade or enhance the GPS system, beyond regular software upgrades, the Union shall be given advance notice and the right to bargain over the impact of such changes where appropriate.
7. The Parties may meet, at either Parties request, to discuss ongoing impacts as well as, fair and non-discriminatory implementation of the program.

**MEMORANDUM OF UNDERSTANDING
BETWEEN IBEW LOCAL 193
AND THE
CITY OF SPRINGFIELD
OFFICE OF PUBLIC UTILITIES**

In regards to Off System/Mutual Aid Storm Restoration Work, the parties agree as follows:

1. The rules herein are specific to out of town request for Mutual Aid. Should any terms in this section conflict with other provisions of this contract, this section shall apply for out of town Mutual Aid. Should any terms not be addressed in this section, but is addressed elsewhere in the contract, then the contractual term shall apply.
2. The parties agree to abolish the "Eligibility Rules for Off System/Mutual Aid Storm Restoration Work revised 2-5-13," and any other existing labor agreement documents relating to Mutual Aid overtime.
3. The parties agree that Off System/Mutual Aid Storm Restoration Work will be administered from a specific overtime list so that all Off System/Mutual Aid Storm Restoration Work shall be equally and impartially divided among employees in so far as is practicable.
4. The parties agree employees shall not be called for Off System/Mutual Aid Storm Restoration work when the employee is off for any leave or on restricted duty. These days are considered to start at your work show up time until the following day.
5. All Journeyman from Construction, Locators and Service will now be called without regard to their On System department assignment, unless doing so impairs On System operations, and will not be charged accordingly. Locators may be considered if properly trained journeyman are able to back fill. Second year Apprentices, Groundman and Utility Truck Drivers shall be eligible for Off System/Mutual Aid Storm Restoration Work unless other classifications are specifically requested.
6. The parties agree that the Off System/Mutual Aid Storm Restoration Work list will continue to roll over and will not be zeroed each year. Said list shall become effective upon ratification of the 2016 contract. Employees will be paid at the rate of time and one-half for travel to the requesting party show up site, less their rest period.

Upon check in at the requesting party show up site employees are to be paid at the double time rate, less their rest period, until released to come home. Travel time on the return home shall be time and one-half, less any rest period.

7. When consuming a restaurant meal (non-box lunch) provided by the requesting party the employee shall not be entitled to collect a meal allowance in accordance with this contract.
8. Off system overtime is not eligible for compensatory time.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF SPRINGFIELD, ILLINOIS

And

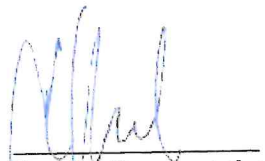
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 193
This Memorandum of Understanding ("M.O.U.") is entered into by the Employer, the City of Springfield, and the Union, I.B.E.W. #193, acting on behalf of the Lineman Unit;

1. The Collective Bargaining Agreement between the Union and the City of Springfield shall include the Juneteenth holiday in Article VII – Holidays, Section 1, as specified below, starting from the execution date of this MOU.
2. **Section 1.** Employees working on holidays shall be paid at the rate of eight (8) hours straight time for the holiday, plus the rate of double time for the actual hours worked. Employees who do not work on holidays shall receive the rate of straight time for that day. Holidays shall include: New Year's Day, Martin Luther King's Birthday (third Monday in January), Lincoln's Birthday, Good Friday, (Easter Sunday shall be treated as a paid holiday, similar to the above days for employees who are regularly assigned shift work), Memorial Day, Juneteenth (June 19), Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, and Christmas. A holiday schedule will be posted each calendar year by the City. Employees who are regularly assigned to work shifts will observe all the holidays on the day which they fall; holidays that fall on a fixed date (Lincoln's Birthday, Juneteenth (June 19), Fourth of July, Veteran's Day, Christmas Eve and Christmas) will be observed by all shift workers on the actual date of occurrence, regardless of the date on which they are observed by the City. Other employees will observe all holidays on the day on which they are observed by the City.

Agreed:


James O. Langfelder
Mayor, City of Springfield

_____ Date


Business Representative
I.B.E.W. #193

9/15/22
_____ Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF SPRINGFIELD, ILLINOIS
OFFICE OF PUBLIC UTILITIES




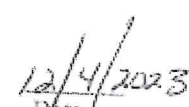
And

LOCAL UNION NO. 193
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
A.F. OF L. - C.I.O.

This Memorandum of Understanding ("MOU") is entered into by the Employer, the City of Springfield ("Employer"), and Local Union No. 193, of the International Brotherhood of Electrical Workers ("Union") (collectively referred to as "Parties"). The agreed-upon terms are as follows:

1. The moratorium on the enforcement of the residency requirement in Chapter 36, Section 36.05 of the 1988 City of Springfield Code of Ordinances passed by City Council on November 7, 2023, by ordinance number 491-11-23, as amended, shall apply to all employees covered by the Parties current collective bargaining agreement.
2. Ordinance number 491-11-23, as amended, requires City Council to revisit the moratorium in November, 2024. This MOU is explicitly made subject to and conditioned upon any further action by City Council upon its revisitation of the moratorium ordinance. Any changes to Ordinance 491-11-23, shall, upon passage, immediately apply to this MOU.
3. This agreement is entered into without prejudice, and it does not set a precedent.

Agreed:

 Misty Buscher Mayor, City of Springfield	 Date	 Business Representative IBEW Local Union No. 193	 Date
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MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF SPRINGFIELD, ILLINOIS

And

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 193

This Memorandum of Understanding ("M.O.U.") is entered into by the, the City of Springfield, and the Union, I.B.E.W. #193, acting on behalf of the Lineman Unit (collectively referred to as "Parties").

WHEREAS, Article XIII, Section 5 requires the Union and the Department of Public Utilities (CWU/P) (collectively referred to as "Sponsors") to each contribute \$5,000.00 each quarter to fund the Joint Apprenticeship Training Committee (JATC). It further requires the fund balance to be reviewed and the March contributions be adjusted to bring the fund balance to \$10,000.00;

WHEREAS, Article XIII, Section 5 allows quarterly contributions to be adjusted by the JATC with the approval of the Sponsors.

WHEREAS, due to the number of apprentices employed, the current annual contributions are not sufficient to support the costs incurred by the JATC. The JATC estimates the number of future apprentices in the next term and the projected costs associated to determine an increased quarterly contribution and the duration of the increased contributions; and

WHEREAS, the JATC met with the Parties requesting additional contributions and conducted a review of the financial statements for the three (3) years preceding the date of this MOU.

NOWHEREFORE, the Parties agree as follows:

1. The Parties hereby agree to increase their respective quarterly contributions from \$5,000.00 to \$6,000.00, beginning in September 2024 and continuing through December 2025.
2. This agreement is entered into without prejudice, and it does not set a precedent.


City of Springfield
GEM


Date
I.B.E.W. Local #193

7/30/2024
Date

APPENDIX A

IBEW	9/30/2025	10/1/2025	RATIFICATION	10/1/2026	10/1/2027	10/1/2028
Title	Reference	3.00%	\$4,000.00	3.00%	3.00%	3.00%
Communications Technician	\$82,6930	\$84,2120	\$86,1351	\$87,8191	\$89,5557	\$91,3402
Communications Technician Foreman	\$87,8907	\$89,2878	\$91,2106	\$93,0469	\$94,9383	\$96,8865
Electric Traffic & Metering Repairman	\$82,6930	\$84,2120	\$86,1351	\$87,8191	\$89,5557	\$91,3402
Groundman 1	\$80,1017	\$81,0048	\$82,9279	\$83,9157	\$84,9352	\$85,9812
Groundman 2	\$81,6034	\$82,5518	\$83,4746	\$84,3688	\$85,2741	\$86,1712
Groundman Over 1 Year (in position prior to 10/1/14)*	\$85,1864	\$86,2214	\$87,1448	\$88,2888	\$89,4678	\$91,6815
Groundman 3	\$84,8067	\$85,6449	\$87,3690	\$88,5950	\$89,8559	\$91,0516
Groundman Over 2 Years (in position prior to 10/1/14)**	\$41,2908	\$42,5298	\$44,4526	\$45,7862	\$47,1598	\$48,5746
Utility Truck Driver (in position prior to 10/1/14)*	\$44,0472	\$45,3686	\$47,2917	\$48,7105	\$50,1718	\$51,6789
Utility Truck Driver 1	\$39,2109	\$39,8571	\$41,2803	\$42,5197	\$43,7942	\$45,1081
Utility Truck Driver 2	\$42,4168	\$43,6883	\$45,6114	\$46,9787	\$48,3881	\$49,8408
Instrument Electrician	\$82,6930	\$84,2120	\$86,1351	\$87,8191	\$89,5557	\$91,3402
Leo Foreman	\$87,8907	\$89,2878	\$91,2106	\$93,0469	\$94,9383	\$96,8865
Journeyman	\$82,6930	\$84,2120	\$86,1351	\$87,8191	\$89,5557	\$91,3402
Lineman	\$82,6930	\$84,2120	\$86,1351	\$87,8191	\$89,5557	\$91,3402
Plant Maintenance Electrician	\$82,6930	\$84,2120	\$86,1351	\$87,8191	\$89,5557	\$91,3402
Relay Technician	\$82,6930	\$84,2120	\$86,1351	\$87,8191	\$89,5557	\$91,3402
Relay Technician Foreman (\$1.50 base adder NON-COMPONDED)	\$89,0807	\$90,7878	\$92,7106	\$94,5469	\$96,4383	\$98,3865
Relief System Dispatcher	\$87,3788	\$89,1002	\$91,0233	\$92,8540	\$94,7386	\$96,6818
Relief Troublemaker	\$85,6812	\$87,6401	\$89,5692	\$91,3501	\$93,1906	\$95,0864
Service Clerk	\$28,6196	\$24,6372	\$26,6602	\$27,3571	\$28,1778	\$29,0231
Service Clerk 1	\$14,6957	\$25,7456	\$27,8657	\$28,4987	\$29,3537	\$30,2342
Service Clerk 2	\$26,7977	\$27,6016	\$29,5247	\$30,4108	\$31,3218	\$32,2615
Service Foreman	\$85,1061	\$86,7562	\$88,5792	\$90,4397	\$92,3529	\$94,3204
Shop Maintenance Foreman	\$85,1061	\$86,7562	\$88,5792	\$90,4397	\$92,3529	\$94,3204
Storeroom Foreman	\$82,6930	\$84,2120	\$86,1351	\$87,8191	\$89,5557	\$91,3402
Student Summer Employee	\$17,4865	\$18,0214	\$19,9445	\$10,5418	\$21,1591	\$21,7939
System Operator Trainee I	\$40,1726	\$41,3778	\$43,3009	\$44,5999	\$45,9379	\$47,3160
System Operator Trainee II	\$45,1852	\$46,5202	\$48,4432	\$49,8966	\$51,3955	\$52,9352
System Operator Trainee III	\$82,6285	\$84,2074	\$86,1305	\$87,8144	\$89,5488	\$91,3352
System Operator	\$88,4297	\$89,1226	\$90,0457	\$91,3471	\$92,7025	\$94,1155
Tool Room Maintenance Man	\$81,8487	\$83,4042	\$85,3272	\$86,9871	\$88,6867	\$90,4276
Trouble Clerk	\$82,6930	\$84,2120	\$86,1351	\$87,8191	\$89,5557	\$91,3402
Troublemaker	\$85,6812	\$87,6401	\$89,5692	\$91,3501	\$93,1906	\$95,0864
Utility Meter Reader 1	\$29,2965	\$29,1485	\$31,0716	\$32,0037	\$32,9638	\$33,9528
Utility Meter Reader 2	\$80,1017	\$81,0048	\$82,9279	\$83,9157	\$84,9352	\$85,9812
Utility Meter Reader Over 2 Years (in position prior to 10/1/14)*	\$41,2908	\$42,5298	\$44,4526	\$45,7862	\$47,1598	\$48,5746
Final Meter Reader	\$41,2908	\$42,5298	\$44,4526	\$45,7862	\$47,1598	\$48,5746
Utility Meter Reader Foreman (in position prior to 10/1/14)**	\$49,0359	\$49,4801	\$51,4032	\$52,9453	\$54,5358	\$56,1696
Utility Meter Reader Foreman	\$28,6131	\$28,4718	\$31,2846	\$32,3364	\$33,3065	\$34,3057
Utility Water Meter Reader 1	\$20,6930	\$21,2525	\$23,1756	\$23,8709	\$24,5870	\$25,3246
Utility Water Meter Reader 2	\$23,8110	\$24,5253	\$26,4484	\$27,2419	\$28,0591	\$28,9008
*Only valid for those employees in the position prior to 10/1/14						
**Only valid for those employees in the position prior to 10/1/18						
Apprentice Wages 1						
1st Year 80% Journeyman Rate	\$28,0185	\$27,1260	\$28,0878	\$28,6098	\$29,7766	\$30,6702
2nd Year 80% Journeyman Rate	\$21,8768	\$22,6272	\$23,6811	\$24,6316	\$25,7322	\$26,8042
3rd Year 75% Journeyman Rate	\$39,4747	\$40,6590	\$42,1012	\$43,2844	\$44,6882	\$46,0352
4th Year 80% Journeyman Rate	\$47,2897	\$49,7908	\$50,8218	\$52,0372	\$53,5382	\$55,1262
1 Apprentices wages are % of Journeyman per contract						

LABOR AGREEMENT

Between

Local 193

International Brotherhood of Electrical Workers

A. F. of L. - C. I. O.

and

City of Springfield, Office of Public Utilities

October 1, 2025 – September 30, 2029

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AGREEMENT OF MARCH 1, 1938, REPLACED BY MEMORANDUM OF SEPTEMBER 1, 1940. LABOR AGREEMENT OF OCTOBER 1, 2025, TO READ AS FOLLOWS:

This is a written Agreement of Verbal Understanding reached between the authorized representatives of the CITY of SPRINGFIELD, ILLINOIS, OFFICE OF PUBLIC UTILITIES AND LOCAL UNION NO. 193 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS and for convenience sake may be referred to hereinafter as "Agreement," and the parties above mentioned may be referred to as the "Employer" and the "Local Union" respectively.

The Local Union agrees to furnish the Employer a sufficient number of skilled workmen to carry on the work without delay and failing to do so on forty-eight (48) hours written notice from the Employer to the Local Union, the Employer may engage the services of others and the Local Union shall either accept such others as members of the Local Union or furnish them with working permits until such time as the Local Union can furnish the Employer with a sufficient number of such workmen as may be required. The Employer agrees to compensate such workmen according to the terms and conditions outlined in this Agreement.

ARTICLE I

General Purpose of Agreement

Section 1. The general purpose of this Agreement is to promote the mutual interests of the City and the Union to provide for the operation of the Utility under the methods which will further to the fullest extent possible the safety and welfare of the employees, economy of operation, elimination of waste, quantity and quality of output, and protection of property.

Section 2. It is recognized by the Agreement to be the duty of the City and of the Union to cooperate fully, individually and collectively, for the advancement of said conditions.

Section 3. Both parties hereto agree that this Agreement covers all work done by the employees of the different classifications scheduled herein, and that for the purpose of clarification of any clause that may hereafter be in question of interpretation, a statement covering the correct intent of such clause in question shall be agreed upon by both parties and attached hereto and made a part of this Agreement.

ARTICLE II

Grievance Procedure

Section 1. CWLP agrees to meet with the duly accredited officers of the Local Union and/or its designees as outlined in this Section to resolve differences that may arise between the Employer and the Local Union.

A grievance for purposes of this Agreement shall be defined to mean a complaint or dispute between the parties as to issues relating to wages, hours, terms, conditions of employment, established procedures of the parties, and the meaning, interpretation or application of this Agreement to those issues.

The following steps shall be followed in processing a grievance under this procedure:

- Step 1. The steward on a job or union representative in case of a grievance shall take the matter up in writing with the Superintendent of the Department in which the person is employed within fifteen (15) working days of the time the union and/or the employee concerned became aware of or should have become aware of the occurrence of the event giving rise to the alleged grievance.
- Step 2. If the grievance is not resolved satisfactorily within five (5) working days after submission in Step 1, the grievance shall be submitted in writing within five (5) working days to the Electric Division Manager by the Local Union.
- Step 3. If the grievance is not resolved satisfactorily within five (5) working days after submission to Step 2, the Local Union shall submit the grievance in writing within five (5) working days to the General Manager or his designee.
- Step 4. If the grievance is not resolved satisfactorily at Step 3 within ten (10) working days after submission, then either party may submit the matter to arbitration according to the procedures set forth in Article III. Such an appeal must be filed within twenty (20) working days after receipt of the decision of the General Manager or within twenty (20) working days after such decision was due.

A grievance which is not processed within the requisite time limits shall be deemed to be accepted according to the Employer's last grievance response. Grievances may be withdrawn at any step of the grievance procedure. The time limits at any step may be extended by written mutual agreement of the parties.

Section 2. Nothing in this Agreement prevents an employee from presenting a grievance to the Employer and having the grievance heard and settled without the intervention of the Union; provided that the Union shall be afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with the terms of the agreement in effect between the Employer and the Union.

1. The Employer must notify the Union of the dates and times of all meetings concerning such grievance.
2. If the Union contends that a settlement of such grievance is inconsistent with the contract or established procedures of the parties, the Union may file a grievance of its own.
3. Only the Union shall have the right to refer grievances to arbitration under the Agreement.

ARTICLE III

Arbitration

Section 1. If the representatives of the Employer and of the Local Union are unable to resolve the grievance, then the grievance may be referred to arbitration in accordance with the procedures outlined below.

Section 2. If unable to reach an agreement on an arbitrator, the parties shall request the American Arbitration Association (AAA) or the Federal Mediation & Conciliation Service (FMCS) to supply a list of seven arbitrators. The parties shall alternately strike the names of three (3) arbitrators, with a coin flip being used to determine who strikes the first name. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his selection by a joint letter from the employer and the union, requesting that he set a time for the hearing, subject to the availability of the employer and union representatives. Nothing herein shall preclude the parties from meeting at any time after the list of arbitrators has been requested and prior to the convening of the

hearing in a further attempt to resolve the grievance. In any case, work shall proceed under this Agreement.

The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall decide only the specific issue(s) submitted to him and, if a violation of the terms of this Agreement is found, shall fashion an appropriate remedy.

The parties hereto agree that the decision of the arbitrator shall be final and binding on the parties hereto.

Section 3. The fees and expenses for the arbitrator's services, if any shall be borne by the Employer if the arbitrator fully sustains the Union's grievance; by the Union if the arbitrator fully denies the Union's grievance; and divided equally if the arbitrator sustains in part and denies in part. The arbitrator shall specify in his award how his fees and expenses shall be borne. Each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript; however, the cost of the arbitrator's copy shall be borne as provided for the fees and expenses of the arbitrator.

ARTICLE IV

Classifications and Duties

Section 1. All regular employees covered by this Agreement shall receive full time employment, provided they are ready and in condition to perform their work in accordance with the terms set forth in the Agreement. Employees laid off because a job is completed or shut down for reasons beyond the City's control during any month shall be paid in full to date of layoff. All positions inside the Bargaining Unit, requiring a bid, shall be offered exclusively to unit personnel initially, in accordance with Article VIII (Seniority).

Section 2. It is agreed that all general overhead construction, underground construction, installation of meters and general utility trouble work and the maintenance of all equipment, including control equipment, and the erection of distribution substations and the repair of same, and the placing and repairing of equipment in transformer vaults, shall be done by line crews or substation construction or maintenance crews except as otherwise noted in this agreement. In no case will the employees be required to do work that rightfully belongs to other classifications as set forth in the IBEW Constitution.

Section 3. Plant, Substation, Construction and Maintenance Men - may do all work in the City's Plant, Substations, and System as provided in the Constitution of the International Brotherhood of Electrical Workers setting forth such Jurisdiction. Any other work which comes under the jurisdiction of the Inside Branch of the Local Union shall be done by employees of the Inside Branch, who shall receive the wage rate and the conditions of employment for performing such work as established between the Electrical Contractors of the City of Springfield and the Inside Branch of the Local Union.

Section 4. It is agreed that all foremen shall be journeymen in his/her proper classification, who are members of the bargaining unit and shall be classed as Job Foreman, Service Foreman, or as otherwise noted in Article XVI, Section 1 Wages.

Section 5. (a) Foremen who are in charge of a maximum of four (4) employees (only two (2) of which may be Journeyman) shall be classified as Job Foremen and shall receive the rate of wages set forth in Article XVI hereof opposite that classification. An additional employee may be used on a job foreman's crew providing he is a groundman.

(b) Additional journeymen may be added to a job foreman's crew above the two (2) allowed in Article IV, Section 5a. When this is done a job foreman will be compensated with an additional twenty (20) cents per hour for each additional journeyman while these journeymen are under their charge. In no case shall a job foreman be in charge of more than six (6) employees or three (3) journeymen.

Section 6. Foreman who are in charge of a maximum of two (2) employees (only one of which may be a journeyman) shall be classified as Service Foreman and shall receive the rate of wages set forth in Article XVI hereof opposite that classification.

Section 7. Troublemens shall receive the rate of wages set forth in Article XVI hereof opposite that classification but may or may not have other employees assigned to work with them. They shall restore service when breakdowns occur, including repair of lines, fusing of transformers, operation of transmission and distribution switches, repair and service of street lighting systems, replacement of street lamps and traffic lamps, set and remove meters, handle connect and disconnect orders, and work as Journeymen Linemen when required in emergencies.

Troublemens, when on duty, may be required to field verify emergency locate requests when operation office personnel are

attempting to determine the necessity of calling a locator for overtime.

Section 8. (a) The Relief Troubleman position shall be the only bid position for Troublemens. When a vacancy occurs for a regular Troubleman, the relief Troubleman shall assume the permanent Troubleman position. The Relief Troubleman may be used to relieve other Troublemens when they are off duty due to vacations, sick leave or other reasons, and shall work the shift of the employee he is relieving. Regular Troublemens may also be used for this purpose. Extra Relief Troublemens may be assigned as needed when additional Relief Troublemens are required. The Relief Troubleman, when not required to relieve other Troublemens, shall work the shift he is assigned as an extra Troubleman and shall be assigned duties as described in Article IV, Section 8.

(b) No overtime will be paid for relief duty except for the following conditions: the employee works more than eight (8) hours in one day, or the employee works more than five (5) days in succession, at which times the regular overtime rates will apply. No overtime will be paid if the employee is allowed one (1) day off after having worked five (5) successive days. On March 1 and October 1 of each year the employee's record will be reviewed, and if he has been granted an average of more than two (2) days per week off, he will be allowed to make up the time at the regular rate. There shall be at least two employees on duty between 4:00 p.m. and 12:00 midnight, Monday through Friday.

Section 9. Journeyman Lineman - May perform overhead, underground, service and substation construction and maintenance.

Locator position(s) are to be bid in accordance with Article VIII - Seniority. Effective upon ratification of the 2020 contract, all locating shall be done at the Service Foreman wage rate, except for after hours emergency locating pursuant to Article IV, Section 7 and 23(e).

Section 10. Plant Maintenance Electrician - Shall perform work assigned at the Generating Station involving maintenance or installation of electrical equipment.

Section 11. Instrument Electrician - Shall perform the duties assigned by the Instrument Electrician Foreman which include maintenance and installation of electrical control equipment and instrumentation at the power plant facilities and such other related equipment as may be assigned.

Section 12. (a) Relay Technician - Shall perform duties, which include maintenance and installation of electrical relays, supervisory control equipment, power line carrier equipment, and such other related equipment as may be assigned.

(b) Upon completion of apprenticeship or twenty-four (24) consecutive months in the department, Relay Technician will receive an additional \$1.50 per hour (non-compounded). Relay Technician Foreman rate will be equivalent to Job Foreman and will receive an additional \$1.50 per hour (non-compounded).

Section 13. Communication Technician - Shall perform duties which include maintenance and installation of System Control Data Acquisition (SCADA) equipment, fiber optic/copper based communications equipment, fiber optic cable termination/splicing, CWLP/customer-based network equipment, mobile/stationary radio equipment, and such other duties as may be assigned. The Communication Technician Foreman rate will be equivalent to Job Foreman.

Section 14. Electric Traffic & Metering Repairmen - Shall perform duties which include installation and maintenance of traffic signals and related control equipment, warning sirens and associated controls and such other related equipment as may be assigned. They shall also maintain, calibrate, test, repair and install electric metering and install warning sirens and associated controls either in the shop or in the field at the physical location of the equipment.

Section 15. Tool Room Maintenance Man - Shall be responsible for organization and maintenance of the tool room, establishing a list of standardized tools, repairing and issuing tools and maintaining a stock of personal and shared tools for the purpose of line construction. When not issuing, receiving or repairing tools, may perform other duties as assigned. An absent Tool Room Maintenance Man will be replaced according to Article XXII, except in emergency instances outside of regular working hours.

Section 16. Groundman - May do any and all unskilled work pertaining to overhead and underground construction or maintenance, but will not be permitted to do any electrical or mechanical work that conflicts with any higher paid classification, except when a Groundman is used to drive a truck equipped with a winch, for four (4) hours or more, when in all such cases he shall receive the rate of the Utility Truck Driver 1. Groundman may also work as the second person when performing cuts or installing new UG services.

A Groundman I who completes 4000 hours of work in the construction area and the applicable training modules may be

advanced to a Groundman 2 by the JATC. A Groundman 2 who completes 4000 hours of work in the construction area and the applicable training modules may be advanced to a Groundman 3 by the JATC.

The classification of Groundman Over 2 years is only valid for employees in that position effective October 1, 2014.

The JATC committee shall track and maintain records of the Groundman completing the required hours. In addition the JATC shall ensure the Groundman completes any training modules necessary for the Groundman classification. The JATC may require completion of training reports for the Groundman as part of documenting the Groundman hours.

There shall be no more than one (1) Groundman per one (1) Foreman (service or job) within construction and service departments, excluding locators, at the time the Groundman position is posted. Upon posting an additional temporary Foreman, an additional temporary Groundman may also be bid.

Section 17. All line and cable trucks that are equipped with derrick, may be driven by experienced Utility Truck Drivers (1&2), Journeymen or CDL licensed Apprentices. An exception to driving said trucks is permitted to allow a classification of an employee to acquire their driving hours as part of their CDL permit.

The classification of UTD is only valid for employees in that position effective October 1, 2014, and this classification will be eliminated once the last employee in this classification leaves employment in this classification.

Section 17A. Utility Truck Driver 1 (UTD1) drives and operates any and all equipment (except operating a derrick to set poles), works with tools, and assembles de-energized electrical material and equipment not attached to the system (energized or de-energized). A UTD1 who completes 6000 hours of work in the construction area is eligible to become a Utility Truck Driver 2 (UTD2). A UTD2 may operate all equipment including derricks to set poles.

The JATC committee shall track and maintain records of the UTD1 completing the required hours. In addition, the JATC shall ensure the UTD1 completes any training modules necessary for the UTD1 or UTD2 classification. The JATC may require completion of training reports for the UTD1 as part of documenting the UTD1 hours.

Section 18. Storeroom Foreman - Shall be in charge of the work in the Storeroom and the day-to-day operation of the Storeroom facilities including the receipt and issuance of materials and supervision of storeroom employees.

Section 19. Storeroom Clerks (Groundmen) - Shall work five (5) consecutive eight (8) hour days each week, Monday through Friday inclusive, except as noted in Article V, Section 1 (c), and shall receive the minimum hourly rate as herein specified for Storeroom Clerks. If no Journeyman in the Tool Room or Storeroom is available, Storeroom Groundmen may operate the bobcat, backhoe and attachments within the Storeroom and Store yard at Groth Street to perform Storeroom duties. Journeymen within the above areas will be first called for snow removal prior to utilizing Storeroom Groundmen.

Section 20.

Utility Water Meter Reader Foreman shall receive work assignments and other duties from the Maintenance Supervisor in charge. The Foreman shall direct and assist UWMRs as needed to insure all assignments/routes are completed in a timely manner. Duties shall include but not limited to: Reading daily all RF meters not collected with the Fixed Network, reading routes as necessary, assisting Maintenance Supervisor with routing and timekeeping. This classification shall be a working classification.

Section 21. (a) Meter Readers shall work five (5) consecutive eight (8) hour days each week, Monday through Friday inclusive, and receive the rate per hour as defined for Meter Readers in Article XVI hereof. Meter Readers shall be defined as reading routes that contain both electric and water meters. When working any other classification, Article XXII, Temporary Assignment shall apply.

(b) Final Meter Reader(s) shall read final meter readings as assigned. When not reading finals, unfinished routes or skips, other meter reading duties may be assigned.

The Employer may also employ a second Final Meter Reader. This person shall read finals as a primary duty when needed. When not reading finals, other meter reading duties may be assigned which include skip reading, normal route reading and other meter reading duties that may arise.

Employees must be classified Meter Reader Over 2 Years in order to hold the positions of Final Meter Reader or Second Final Meter Reader.

When working the 9:30 a.m. to 6:00 p.m. shift the 2nd Final Meter Reader shall receive a twenty-five cent (25 cents) per hour shift differential above the base rate of pay.

Effective October 1, 2012, a new hire classification of Water Meter Reader(s) shall be in effect. This position shall read only water meter routes. When working any other classification, Article XXII, Temporary Assignment shall apply. A Water Meter Reader who is assigned and reads at least one electric meter shall receive the Meter Reader rate of pay for that day.

Effective Oct 1, 2014, the 2 positions of Utility Meter Reader 1st year and Over 1 Year shall be retired. The classification of Utility Meter Reader over 2 years is only valid for employees in that position effective October 1, 2014. All new Utility Meter Readers shall be hired into the new position of Utility Meter Reader 1. A Utility Meter Reader 1 completing 4000 hours in this position shall become a Utility Meter Reader 2.

Utility Water Meter Reader 1 completing 4000 hours in this position shall become a Utility Water Meter Reader 2.

Section 22. (a) System Operators shall operate the assigned substation and perform other duties assigned to him by the Electric System Dispatcher.

(b) At least one Regular System Operator shall be designated as a Relief System Dispatcher and may be used to relieve the Electric System Dispatcher.

(c) In the event of a short notice vacancy for a System Operator, the vacancy shall be filled using extra personnel on duty for the shift where the vacancy occurs. If no extra personnel are on duty for that shift, and overtime is necessary to fill the vacancy, the overtime shall be first offered to other personnel working the same job where the vacancy occurs.

(d) It shall be the responsibility of all Operators to remain on duty until properly relieved.

(e) Operators shall review after hours emergency locate requests to determine the necessity of calling a locator for overtime. As part of the determination the Operator may direct Troublemens, when on duty, to the location to confirm questions or concerns of the mapping systems when clearing said emergency request.

Section 23. Operator Trainees will perform the duties assigned to the Service Dispatch Room where all service calls are received and work orders are dispatched by radio during the normal working day. Operator Trainee I will start his training in this room and progress up through the ranks in the Dispatch Center. Since the Operator Trainee position is the only bid job in the Dispatch Center and all trainees are expected to become System Operators someday, the Operator Trainee I and Operator Trainee II positions shall be on a probationary basis to be sure both the Employer and the individual have made the right choice. The Operator Trainee III position shall also be probationary for a six month period.

Section 24. (a) Bids for the position of Operator Trainee III shall be accepted from persons with Journeyman IBEW Classifications in Transmission, Distribution, Operations, or Generation. Bids for the position of Operator Trainee I shall be accepted from all employees within the Bargaining Unit. In awarding the position of Operator Trainee I preference will be given to senior Bargaining Unit members employed by the Utility. The Employer reserves the right to test and screen all Operator Trainee applicants. These applicants must pass the testing and screening to be considered.

(b) The Operator Trainee I shall participate in a three year training program which will include time spent in Distribution, Transmission, Operations and Generation. A credit may be given for prior experience in any of these categories.

(c) An Operator Trainee I who successfully completes one year of training shall be advanced to Operator Trainee II. An Operator Trainee II who successfully completes the second year of training shall be advanced to Operator Trainee III. An Operator Trainee III with sufficient training and experience may be designated a Relief System Operator and may fill temporary vacancies which occur for a System Operator. The senior Relief System Operator shall assume the vacancy for any permanent System Operator position, which may occur.

(d) An Operator Trainee program shall be administered by a Training Coordinator utilizing testing and observation. A Training Committee shall be comprised of two System Operators or Relief System Dispatchers and two Electric System Dispatchers. A Trainee may be removed from the training program at any time during the probationary period by the Superintendent of Electric Operations with the concurrence of the Training Committee. The Training Committee shall also have the authority to recommend removal of Relief Operators from relief status for further training or removal from the training program.

Once a Trainee III reaches relief status, the Training Committee will no longer require reviews of the Trainee III after six (6) months of achieving relief status.

(e) During the first six months of the probationary period Operator Trainees shall be able to return to their previous position and other employees must consent to such demotions as may be necessary to make room for him. After the first six months of the probationary period if an individual is removed from the Operator Trainee Program, they shall be paid at the prevailing rate of their previously held classification under this agreement and shall be assigned duties mutually agreeable to both parties to this agreement. If after the first six months of the probationary period an Operator Trainee voluntarily removes himself from the Operator Trainee Program, he shall be assigned duties, which are mutually agreeable to both parties of this agreement and shall be paid the wage of the assigned classification.

(f) An Operator Trainee III who has completed all NERC certification requirements and has been advanced to relief status per paragraph (d) of this section shall receive \$1.00 per hour pay increase. Upon completion of 4,000 hours as relief status, the employees shall receive an additional \$.50 per hour pay increase.

Section 25. Trouble Clerk - Duties shall include receiving customer calls, recording complaint tickets, dispatching Troublemens and crews in the field, record keeping and documentation and other related duties as assigned. In addition, the Trouble Clerk may be assigned to perform field checks and patrol lines. Applications will be accepted from IBEW Local 193 members employed by the Utility with a journeyman classification. The Employer reserves the right to test and screen all applicants. These applicants must pass the testing and screening to be considered. Any operator or relief operator will be considered a journeyman for the purpose of bidding the trouble clerk position according to Article VIII.

The Trouble Clerk shall work an eight (8) hour day which may begin between 7:00 a.m. and 9:00 a.m., depending upon the needs of the City; and end between 3:30 p.m. and 5:30 p.m., with thirty (30) minutes intermission for lunch.

Section 26. Service Clerk - Duties shall include, receiving customer calls, recording complaint tickets, dispatching Troublemens and crews in the field, record keeping and documentation, and other related duties as assigned. The Employer reserves the right to test and screen all applicants.

These applicants must pass the testing and screening to be considered.

Service Clerk(s) shall work an eight (8) hour day which may begin between 7:00 a.m. and 9:00 a.m. depending upon the needs of the City; and end between 3:30 p.m. and 5:30 p.m. with thirty (30) minutes intermission for lunch.

A Service Clerk completing 4000 hours in the position of Service Clerk may be advanced by the Operations Training Committee to become a Service Clerk 1. A Service Clerk 1 completing 4000 hours in the position of Service Clerk 1 may be advanced by the Operations Training Committee to become a Service Clerk 2.

Effective October 1, 2014 the position of Service Clerk over 1 year shall be retired.

ARTICLE V

Working Rules

Section 1. (a) Eight (8) hours shall constitute the regular work day for employees, other than shift workers, working between 7:00 a.m. and 3:30 p.m. from Monday through Friday, inclusive, with thirty (30) minutes intermission for lunch each day between 12:00 Noon and 12:30 p.m. Eight (8) hours shall constitute the regular work day for Groth Street T&D, for employees working between 7 a.m. to 3:30 p.m. with unpaid lunch from Monday through Friday, inclusive with thirty (30) minutes intermission for lunch each day between 11:00a.m. and 11:30a.m. Crews will take the thirty (30) minutes lunch period within proximity of their work site.

(b) If employees are requested to work during their regularly scheduled lunch period and are not given an opportunity to eat lunch during this period, they shall be compensated at the time and one half rate for work performed during the regularly scheduled lunch period and shall be provided with a thirty (30) minute intermission for lunch at the first opportunity.

(c) One service crew and one storeroom attendant may be assigned to work Tuesday through Saturday. The hours of work shall be as stated above. One or more storeroom attendants may work Monday through Friday from 7:00 a.m. to 3:30 p.m. with thirty (30) minutes intermission for lunch between 11:00 a.m. and 11:30 a.m. One or more storeroom attendants may work Monday through Friday from 3:00 p.m. to 11:00 p.m. and shall eat lunch

during the regular shift. If only one employee is on duty, his work assignments shall be limited to one man's capabilities.

(d) Working hours for plant maintenance personnel assigned to Lakeside and Dallman plants shall be 7:00 a.m. to 3:30 p.m., with lunch from 12 Noon to 12:30 p.m. Fifteen (15) minute break periods in the morning and afternoon will be allowed with the time of the break at the discretion of the supervisor. These breaks are to be taken in an approved break area at the plant in which the employees are working. Work for the day will terminate at the plant at which the employees are regularly assigned and lockers and showers will be provided for their use. Employees working in excess of 10 hours per day will have breaks at the following times:

10 hr - 1 break at 3:00 for 20 minutes
12 hr - breaks at 2:00 and 5:00
16 hr - breaks at 2:00, 5:00 and 8:00

(e) Meter readers shall start work from their headquarters at 7:00 a.m. and terminate work there at 3:30 p.m., Monday through Friday, inclusive.

(f) Unless consuming an approved meal, crews will not stop at restaurants, coffee shops, etc. when in city vehicles. Crews may carry thermos bottles on the truck and will be allowed no longer than fifteen (15) minutes intermission from work mid morning and mid afternoon at the job site.

(g) During extended emergencies and scheduled outages a temporary second work shift may be established. Employees requested to work any shift other than their regularly assigned work hours shall be given a minimum of 48 hours notice in the case of emergencies and a minimum of five (5) calendar days notice in the case of scheduled outages. A temporary second shift will not be established for a period less than five (5) working days in duration. If the work for which the temporary shift was established is completed in less than the required five (5) day period, by mutual agreement of both parties, the temporary shift may be ended.

In the case of immediate implementation of the emergency temporary shift, the employee(s) can be sent home that day with pay and report later to the assigned temporary shift at the appropriate overtime rate. The employee will continue to receive the appropriate overtime rate for hours worked until the 48 hour notice period has lapsed. The employee would not receive his/her regular shift pay for any days except for the initial implementation day where they had previously reported to work.

For Generating Station employees only, during extended emergencies and scheduled outages a temporary second work shift may be established. Employees requested to work any shift other than their regularly assigned work hours shall be given a minimum of twenty-four (24) hours notice in the case of emergencies and a minimum of three (3) calendar days notice in the case of scheduled outages. A temporary second shift will not be established for a period less than five (5) working days in duration. If the work for which the temporary shift was established is completed in less than the required five (5) day period, by mutual agreement of both parties, the temporary shift may be ended.

For T&D employees only, during extended emergencies and scheduled outages a temporary second work shift may be established. Employees requested to work any shift other than their regularly assigned work hours shall be given a minimum of 48 hours notice in the case of emergencies and a minimum of five (5) calendar days notice in the case of scheduled outages. A temporary second shift will not be established for a period less than five (5) working days in duration. If the work for which the temporary shift was established is completed in less than the required five (5) day period, by mutual agreement of both parties, the temporary shift may be ended.

In the case of immediate implementation of the emergency temporary shift at the Generating Station, the employee(s) can be sent home that day with pay and report later to the assigned temporary shift at the appropriate overtime rate. The employee will continue to receive the appropriate overtime rate for hours worked until the twenty-four (24) hour notice period has lapsed. The employee would not receive his/her regular shift pay for any days except for the initial implementation day where they had previously reported to work.

In the case of immediate implementation of the emergency temporary shift in the T&D Department, the employee(s) can be sent home that day with pay and report later to the assigned temporary shift at the appropriate overtime rate. The employee will continue to receive the appropriate overtime rate for hours worked until the 48 hour notice period has lapsed. The employee would not receive his/her regular shift pay for any days except for the initial implementation day where they had previously reported to work.

Assignment to the temporary second shift will be done by seeking volunteers, with seniority prevailing in selection for the shift work. If sufficient volunteers are not available, the Employer will assign from Journeyman in the department in inverse seniority order. Apprentices may be assigned to this

temporary second shift in accordance with the ratio set forth in Article XIII, Section 1, as long as it does not affect the regularly scheduled class work.

Employees working a temporary second shift shall be compensated at their regular hourly rate plus a 10% shift differential as noted in Article XVI for the first eight (8) hours of the temporary shift. Employees required to work over eight (8) consecutive hours but less than sixteen (16) hours on the temporary second shift shall be paid at the time and one-half rate. All overtime of which the employees are asked to perform during the eight (8) hours immediately preceding their temporary shift will be at the double time rate. All work over sixteen (16) consecutive hours or on holidays and Sundays shall be paid at the double time rate.

Section 2. The Employer agrees to furnish all necessary trucks with suitable coolers for lunches and also coolers or refrigerators at the power plants and service centers.

Section 3. Employees shall not be required to work outside in severe cold, stormy or rainy weather, except such work as is necessary to carry on regular continuous service. The Superintendent or Supervisor and Foreman in charge shall be the judge of work to be performed in order to maintain continuous service. Severe cold weather shall be defined as a temperature below 15 degrees F. Temperatures of the U.S. Weather Bureau at the airport shall be used. During said conditions, employees shall complete inside work as directed by the Superintendent or his designee, including but not limited to, completion of annual training, restocking of trucks and inspection and repairs of tools.

Section 4. (a) Employees required to work one hour immediately after their regular quitting time or called back to work within one (1) hour of their regular quitting time shall be furnished a meal at the Employer's expense. Unless there is an emergency which endangers human health, this meal shall be furnished no later than 8:00 p.m. This does not preclude a crew or crews from working past 8:00 p.m. to finish a job if the employees are willing to do so, but they shall not work past 9:00p.m. Additional meals shall be provided for such employees by the Employer at intervals of not more than six (6) hours thereafter while they continue to work. Shift workers, other than Troublemens, required to work more than one (1) hour immediately before or after their shift shall be furnished a meal at the Employer's expense. These rules shall apply to employees doing prearranged work on their days off. Employees required to do prearranged work or employees working emergency

overtime shall be furnished a meal at intervals of not greater than six (6) hours commencing with the time they report to work.

(b) Employees within Electric Operations who are shift workers and are classified as Relief System Dispatchers, System Operators, Operator Trainees, Troublemens, Relief Troublemens, shall be available for work whenever receiving a meal provided by the Employer. In no case will an employee receive more than one (1) hour allotment or more than one allotted meal allowance when being released from work.

Section 5. (a) A nontaxable allowance of \$18.00 per meal will be granted for all meals earned. A maximum of one (1) hour shall be sufficient in which to receive a meal and meals shall not include any alcoholic beverages if employee(s) are returning to work. When employee(s) are returning to work, meals shall be purchased in the area of town in which the employee(s) are working.

(b) If an employee is due a meal at the Employer's expense at the time he is released from work and is not being required to work after said meal period, the employee will be paid the allotted meal allowance and allowed an hour in which to consume a meal prior to his return home.

Section 6. employees prearranged with more than seven (7) hours notice for two (2) hours overtime immediately following the employee's regular or temporary shift, for a minimum of five (5) consecutive working days (which may include Saturdays), will be paid the allotted meal allowance but will not be allowed an hour in which to consume a meal prior to his return home. "Consecutive working days" in this paragraph shall not be deemed to be interrupted by weekends and approved leaves.

Section 7. No member shall be permitted to use individual automobile, motorcycle, or other vehicle in a manner to execute work for the Employer or any Contractor to convey tools or materials, as this is a violation of by Bylaws and Constitution of the Union.

Section 8. Both parties hereby agree that the following policy will prevail with regard to lighting on the smoke stacks at the V.Y. Dallman and/or Lakeside Power Plants:

The Employer shall provide two safety belts that are specifically designed for this type of work. The employee or employees who climb the stack shall be required to use these belts. A crew, composed of the one foreman, one journeyman and either a second journeyman or an apprentice with third year rating or above shall be assigned to do this work. The Employer

shall make such assignment only to employees who have volunteered for this type duty. The Employer will pay double time to the employee or employees who climb the tower for the time in which they are actually in the air.

Section 9. Employees required to work inside precipitators shall be paid time and one-half (1 ½) for work performed during regular work hours. All other hours of work shall be at double time.

Section 10. The Employer shall furnish various articles of clothing as per this section of the Agreement. Where uniforms or safety shoes are provided, employees shall wear them at all times. Where items are replaced on an as needed basis employees will be expected to take due care in the use of these items and they will be replaced only upon return of the damaged or worn out items and only if the Employer agrees on the need for replacement. One FR hooded sweatshirt and one Carhartt jacket will be issued to applicable employees.

(a) Employees within the Construction, Service, Substation, Traffic and Metering, Relay, Communications, Operations Power Plant and Meter Reading areas shall be provided Carhartt brand insulated coveralls, or a mutually agreed upon Carhartt equivalent (by the Safety Committee), where their job requires them to work out in the cold (Fire Retardant gear where applicable. The Employer shall furnish all Line personnel insulated (foul weather) boots suitable for climbing. Each Lineman shall have the option as to the type and brand of climbers furnished by the Employer. The Employer shall provide safety shoes or boots where employees are required to wear them. (Employees will be allowed to keep one (1) pair of safety boots, which have been replaced and identified as a backup. All of the above items will be replaced as needed, provided the employee returns the article being replaced and the Employer agrees on the need for replacement.

(b) Power Plant personnel shall receive eleven (11) uniforms consisting of shirt and trousers according to the present lease-maintenance agreement. The current issue of uniform shall be worn at all times. Should the present lease-maintenance agreement be terminated other means of providing these employees with uniforms shall be negotiated by the parties of this Agreement.

(c) Troublemens shall be provided eight (8) OSHA approved work uniforms consisting of shirt, trousers, jacket and hat including laundry or cleaning of same. The current issue of uniform shall be worn at all times. Uniforms will be replaced as

needed, provided the employee returns the article being replaced and the Employer agrees on the need for replacement.

(d) Meter readers shall be provided five (5) work uniforms consisting of shirt, trousers, and hat each year and one jacket every third year. The current issue of uniform shall be worn at all times. Meter readers shall be provided waterproof rubber boots, water proof gloves, and jersey style gloves to be replaced as needed provided the employee returns the boots being replaced and the Employer agrees on the need for replacement.

(e) Employees within Construction, Service, Substation, Traffic and Metering, Relay, Communications and Operations requiring work gloves shall be furnished three (3) pairs of Kuntz brand each year.

ARTICLE VI

Overtime

Section 1. All employees shall be paid at the rate of time and one-half for all overtime not specified otherwise. Also all employees, who have worked more than eight (8) consecutive hours, but less than sixteen (16) hours immediately preceding their regular shift shall receive the time and one-half rate. With the exception of Apprentices, an employee may be granted compensatory time off in lieu of overtime pay at the applicable overtime rate up to a maximum of one hundred and sixty (160) hours per contract year, that may be replenished throughout the contract year, but may not exceed the maximum allowable under the Fair Labor Standards Act in any given contract year. Apprentices may be granted compensatory time off in lieu of overtime pay at the applicable overtime rate up to a maximum of twenty-four (24) hours per contract year, non-replenishable. Requests for compensatory time off is subject to the approval of the supervisor that may be approved or denied based on operational needs. Overtime hours may be split between compensatory time and pay at employee's discretion. Compensatory time shall be taken in four hour increments, at the beginning of the work day or the beginning of the second half of the work day, subject to the approval of the supervisor. Up to 40 hours can be converted to vacation time in 4 hour increments, but an employee cannot exceed his/her maximum vacation accrual. An employee may request the liquidation of some or all of his/her accrued compensatory hours anytime during the contract year paid at the current rate at the time of the payout. Compensatory hours not used shall be liquidated in cash on September 30 of each year at the current rate at the time of the payout.

Section 2. (a) The Union agrees that when working in excess of sixteen (16) hours, employees will not return to work until they have had eight (8) hours rest, unless called back to work by the Superintendent or Supervisor of the department. This includes all IBEW members at the Power Plant. After sixteen (16) consecutive hours of work, with intermission for meals included, employees shall be paid double time until released from work, and if called back to work before having eight (8) consecutive hours off duty employees shall continue to be paid at the double time rate.

(b) Employees are entitled to an eight (8) hour rest period immediately following four or more hours of work during the hours of 11:00 p.m. and 7:00 a.m., excluding shift work. If an employee completes said work on or before 5:00 a.m., the employee shall be immediately released from duty for an eight (8) hour rest period. If an employee completes said work after 5:00 a.m., the employee shall continue on duty and complete assigned work until complete or relieved by another crew and then shall be released for an eight (8) hour rest period. Employees pre-arranged for work during these hours shall not be entitled to a rest period.

Section 3. All employees shall be paid at their regular straight time rate for the hours of the above rest period that falls in their regular work shift. All employees shall be available for work during the paid rest period.

Section 4. All overtime work on Sundays and holidays recognized in this agreement shall be paid at the rate of double time. In no case will the rate for working exceed the double straight time rate. Employees required to work holidays shall be compensated double time for the hours worked, but this shall not interfere with their regular holiday pay allowance for that day. Sundays and holidays for shift workers are defined in Article VI, Sections 11 and 12.

Section 5. All emergency overtime work shall be paid at the double time rate. Emergency overtime work shall be defined as any overtime work employees are asked to perform without having had at least seven (7) hours advance notice of such work, with the following exception: work during an employee's regular lunch period.

Section 6. All overtime work in which the employee has received more than seven (7) hours advance notice shall be classified as pre-arranged work and shall be paid for at the time and one-half rate unless it is the employee's Sunday. All

pre-arranged overtime shall be given a definitive job or location, with the exception of shift workers. An employee who has worked more than ten (10) prearranged work hours shall be paid at the double time rate. All overtime work performed between 11:00 p.m. and 7:00 a.m. shall be at the double time rate. When an employee has worked sixteen (16) consecutive hours, Article VI, Section 2 shall apply.

For Generating Station employees all overtime work in which the employee has received more than seven (7) hours advance notice shall be classified as pre-arranged work, and shall be paid for at the time and one-half rate unless it is the employee's Sunday. An employee who has worked more than ten (10) prearranged work hours shall be paid at the double time rate. Employees at the Generating Station shall be paid at the double time rate for all overtime work performed between 11:00 p.m. and 7:00 a.m. When an employee has worked sixteen (16) consecutive hours, Article VI, Section 2 shall apply. With the exception of unit startups, all prearranged overtime will be given a definitive job or location.

Section 7. Notification of prearranged work shall be given as far in advance as possible, especially when weekend work is anticipated. If for any reason the Employer calls an employee and cancels prearranged work during the seven (7) hours immediately preceding the time scheduled for such work to commence, two (2) hours of straight time pay shall be paid the employees. This will not apply if the employee is called in for emergency overtime during this seven (7) hour period. No employee shall be called between the hours of 9:00 p.m. and 5:00 a.m. for establishing prearranged work, with the exception of shift workers on duty during these hours.

Section 8. A minimum of four (4) hours pay at the straight time rate (2 2/3) hours at time and one-half) shall be allowed all employees except Troublemens who report for duty for prearranged overtime work on any day except Sunday. Effective October 1, 2012, Troublemens shall receive a minimum of four (4) hours pay at the straight time rate (2 2/3) hours at time and one-half) shall be allowed when the Troublemens report for duty for prearranged overtime work on any day except Sunday. Should an emergency occur when an employee is on the job working on prearranged overtime or has been called in on emergency overtime, the employee will perform any work needed to correct the emergency at the double time rate. This will not constitute an additional call out with a three (3) hour minimum.

Section 9. A minimum of six (6) hours pay at the straight time rate (3 hours at double time) shall be allowed all employees when called to work on any day for an emergency or when called to work on Sunday for any reason. Troublemens called in to work, as Linemen on a crew shall receive the same overtime call as the other workmen in the crew. Should an emergency occur when an employee is on the job working on pre-arranged overtime or has been called in on emergency overtime, the employee will perform any work needed to correct the emergency. This additional emergency work will not constitute a second call out or additional overtime.

Section 10. (a) All employees who are called to work within one (1) hour prior to their regular starting time shall receive double time until their regular starting time. If called more than one (1) hour prior to their regular starting time they shall receive the rate of a regular call and a meal allowance if they are required to work up until their regular starting time.

(b) Troublemens may be called up to (two) 2 hours prior to start of their shift without utilizing the callout list. All other applicable overtime language shall apply.

Section 11. Shift employees regular work week shall be eight (8) consecutive hours per day, five (5) consecutive days per week, calendar Sunday included, (except on normal shift changes which occur every twenty-eight (28) days for Troublemens, fourteen (14) days for Relief System Dispatchers, System Operators and Operator Trainees.) Employees under this caption working on holidays shall be paid at the rate of straight time plus the rate of double time. Employees who do not work on holidays shall receive the rate of straight time for that day. Holidays shall be those days listed in Article VII, Section 1, and shall be recognized on the day it actually falls. Only one day will be recognized as the holiday in any given year. The hours of starting and quitting time shall be those now in effect unless mutually agreed otherwise by both parties. Shift workers shall be known as those workmen who relieve other workmen or change position in same operation one or more times in twenty-four (24) hours.

Section 12. Shift workers shall have their first day of rest considered as their Saturday and their second day of rest considered as their Sunday, and all applicable overtime rates for these days shall apply.

Section 13. Shifts shall be rotated every twenty-eight (28) days for Troublemens, fourteen (14) days for Relief System Dispatchers, System Operators and Operator Trainees, causing shift workers to sometimes have less than sixteen (16) hours off

between shifts or to have only one (1) day off before returning to work on a new shift. No overtime will be paid for this shift change. The regular days off for relief shift workers will be the days associated with the shift that the relief man is filling. If at any other time the relief shift worker changes shifts to replace a regular shift worker and is required to work six (6) shifts in seven (7) consecutive days, he shall be paid time and one-half for the sixth shift. If he is required to work seven (7) shifts in seven (7) consecutive days, he shall be paid time and one-half for the sixth (6th) shift and double time for the seventh shift. Thereafter, his Saturday and Sunday shall be those days associated with the shift he is filling. Operators, Relief Operators and Relief System Dispatchers when filling the position of other Relief Dispatchers or Operators shall not be required to change their days off during a shift period with the following exception: For a vacancy anticipated to be 30 days or longer the senior relief man shall assume the vacancy and the days off associated with that shift. When the regular employee returns to work the relief man's days off shall remain the same until the next scheduled shift change. Days off for Trainees may be changed from week to week by mutual agreement between the employee and supervisor.

Section 14. All overtime work shall be equally and impartially divided among all employees doing the same class of work insofar as is practicable. Employees shall not be called to prearrange work when they are off for holiday. Employees called prior to the start of their next regularly scheduled shift for emergency work or to pre-arrange work when they are off for bonus, personal, compensatory or vacation will not be charged on the overtime list if they decline or do not answer. Employees shall not be called for emergency overtime or to pre-arrange work until their next regularly scheduled shift when they are off for FMLA, sick, duty disability or funeral leave and will be charged appropriately on the overtime list for these hours.

ARTICLE VII

Holidays

Section 1. Employees working on holidays shall be paid at the rate of eight (8) hours straight time for the holiday, plus the rate of double time for the actual hours worked. Employees who do not work on holidays shall receive the rate of straight time for that day. Holidays shall include: New Year's Day, Martin Luther King's Birthday (third Monday in January), Lincoln's Birthday, Good Friday, (Easter Sunday shall be treated as a paid holiday, similar to the above days for the employees who are regularly assigned shift work), Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after

Thanksgiving, Christmas Eve, and Christmas. A holiday schedule will be posted each calendar year by the City. Employees who are regularly assigned to work shifts will observe all holidays on the day on which they fall; holidays that fall on a fixed date (Lincoln's Birthday, Fourth of July, Veteran's Day, Christmas Eve and Christmas) will be observed by all shift workers on the actual date of occurrence, regardless of the date on which they are observed by the City. Other employees will observe all holidays on the day on which they are observed by the City.

On Labor Day no line or construction work shall be prearranged except as may be necessary to prevent danger to life or damage to property.

ARTICLE VIII

Seniority

Section 1. After twelve (12) months continuous employment with the Electric Department of the Office of Public Utilities, seniority shall be recognized and the senior employee shall be given preference, ability and qualifications being sufficient. Apprentices hired on the same day who have no prior seniority in the City IBEW bargaining unit shall be assigned seniority by their Civil Service Rank.

Any employee on any leave of absence without pay in excess of thirty (30) consecutive calendar days shall have his anniversary date adjusted by the period of the unpaid leave. The anniversary date determine when an employee has worked the requisite number of years to achieve the negotiated longevity pay set forth in XVI as well as benefit time accrual as set forth in those sections. However, Seniority in the bargaining unit shall be not impacted by an adjusted anniversary date.

Section 2. (a) Not later than five (5) normal working days after an opening or vacancy occurs, the opening shall be posted for five (5) normal working days by Heads of Department and all qualified employees shall be permitted to bid on same. In such cases where jobs are of temporary nature, said bid will be designated as temporary. At the termination of said job, the employee shall return to his original position. All bids will be made out in duplicate form at the Union Office. One will remain on record at the office and the other will be submitted to the Employer by the applicant. Within five (5) normal working days after bids have been submitted, the name of the successful bidder shall be posted on the Bulletin Board and a copy of same sent to the Local Union Office. Before the Employer names the successful bidder, the classifications, qualifications, past service, and seniority of all applicants shall be discussed with

the Business Manager and/or Steward and preference will be given to employees who have had a minimum of six (6) months experience through permanent assignment within the area of the bid. Fifteen (15) days shall be considered a break-in period. Any job of a temporary nature of over thirty (30) days duration will be bid as stated in this Article. There shall be a three (3) month promotional probationary period. If during this probationary period the employee is unable to perform as determined by the Employer, this shall be discussed with the Business Manager and/or Steward, or the employee determines they want to return to their former position, the employee will return to his former classification.

(b) Foreman Bids. When a lateral bid is granted to a different area, the employee must complete or have completed twenty-four (24) months in that area in order to bid a Foreman position in that area, classifications and qualifications being sufficient. There shall be a three (3) month promotional probationary period. If during this probationary period the employee is unable to perform as determined by the Employer, this shall be discussed with the Business Manager and/or Steward, or the employee determines he wants to return to his former position, the employee shall return to his former classification.

This will in no way interfere with the existing Apprenticeship Program or the Employer's ability to place Apprentices in any area of the utility.

(a) Temporary foreman vacancies of thirty (30) days or less will be filled according to the following guidelines:

1. If the remainder of the crew can continue to function as a separate crew, as deemed by the Supervisor, the senior journeyman on the crew will be appointed temporary foreman and paid at the rate of the classification of the absent foreman.
2. Temporary vacancies in the foreman's classification in the Electric T & D Department will not be filled if such assignment results in the crew not being able to perform the assigned work.
3. Temporary vacancies in the foreman's classification at the Generating Station will not be filled if the remainder of the crew has been placed under the direction of other foremen as per Article IV, Sections 7a and 7b.

(b) Meter Readers awarded Storeroom Clerk (Groundman) or UTD1 positions and Storeroom Clerks (Groundmen) awarded Meter Reader positions will receive no reduction in wages.

(c) Substation department journeymen are eligible to bid on a posted temporary cut truck, said cut truck may perform same day reconnects, and meter change outs. This does not prevent existing Service Department personnel from performing any over flow of cuts, and a Groundman may work as the second person on said cut truck.

Section 3. Any member of the bargaining unit who is placed by the Employer in a position covered by the City Personnel Code and Civil Service Commission but not covered under this Agreement shall continue to acquire seniority rights during their six (6) month probationary period only if promoted to a non-bargaining unit position on or after October 1, 2014, as long as they are employed by the Office of Public Utilities. Employees promoted prior to October 1, 2014 shall continue to acquire seniority right as long as they are employed by the Office of Public Utilities. They may not use their seniority rights to bid on any job opening under this Agreement while in a position not covered by this Agreement. Said employee shall have a six (6) month probation period to assure that both the Employer and the individual have made the right choice. During this six (6) month period said employee will be able to return to his former position provided that he is then physically qualified to return to work. It is understood that in case of return of this individual within the six (6) month probationary period other employees will consent to such demotions as are necessary to make room for him. After this six (6) month probationary period if said employee is removed from the above mentioned position and at such time there is no appropriate job openings then they shall be paid at the prevailing rate of their last held classification under this Agreement, and shall be assigned such duties as are mutually agreeable to both parties of this Agreement. It is understood that such an employee must be free from monetary indebtedness to the IBEW and must fulfill all local union obligations.

ARTICLE IX

Vacations

Section 1. Employees will be granted vacation time with pay according to the number of years of continuous service they have with the Employer on their anniversary date. Effective March 1, 2003, vacation leave per year with pay will accrue on an equivalent monthly basis according to the following schedule:

<u>Years of Service</u>	<u>Days/Yr.</u>	<u>Days/Mo.</u>
1 through 7 years	10 days	0.83
8 through 11 years	15 days	1.25
12 through 13 years	16 days	1.33
14 through 15 years	17 days	1.42
16 through 17 years	18 days	1.50
18 through 19 years	19 days	1.58
20 through 21 years	20 days	1.67
22 through 23 years	21 days	1.75
24 through 25 years	22 days	1.83
26 through 27 years	23 days	1.92
28 through 29 years	24 days	2.00
30 or more years	25 days	2.08

After March 1, 2003, claims to vacation accruals based upon contracts preceding this contract shall not form the basis of any grievance by a current bargaining unit employee, and such claims on behalf of current bargaining unit employees are hereby waived.

Effective March 1, 2002, vacation earned in one year must be taken by the end of the next succeeding year or be lost. For the purpose of this provision, a year shall be measured from the initial employment date.

Section 2. Effective October 1, 2000, vacation time may be taken upon the completion of six months of service.

Section 3. No employee will be allowed to take more than two weeks vacation time between June 1 and September 1. Except as noted above, employees with three or more weeks vacation time must take their vacation on succeeding days or break it into one two-week period and the remaining days taken in succession at some other period. The Superintendent in charge may at his discretion allow an employee a different division of vacation time if, in his opinion, the employee's circumstances warrant it and it will not disrupt operations.

Section 4. Employees shall be compensated at their current hourly rate at the time they are leaving the service of the Employer for all accrued but unused vacation time. Employees who have scheduled vacation but who are unable to use this scheduled vacation due to duty disability shall be compensated at their current hourly rate for any of this unused scheduled vacation.

Section 5. The Employer agrees to respect the wishes of the employees' request as to the time to take vacations as nearly as practical according to their date of Benefit Use Request submission and seniority. Vacation request will be

approved at the discretion of the employer and may be used in four (4) hour increments.

Section 6. Vacation pay and sick benefits will be paid at the rates as provided in Article XVI, Section 1.

ARTICLE X

Leaves Of Absence

Section 1. General Leave. The Employer may grant regular employees leaves of absence without pay for a period not to exceed three (3) calendar months in any twelve (12) month period for purposes that are deemed beneficial to City service. Such leave may be extended for good cause by the Employer for an additional period not to exceed three (3) calendar months.

Upon return from a general leave of three (3) months or less, the employee may return to a position equivalent to the one held prior to taking the leave. If the employee returns to work after a leave exceeding three (3) months and there is no equivalent position, the employee will be laid off in accordance with the procedures found in the Layoff/Recall Article.

An employee who fails to provide a reasonable excuse and notice to the Employer and fails to return to work at the time specified in his request for leave, shall be considered to have abandoned his position and shall be terminated.

An employee may use accumulated vacation or personal days before being placed on an unpaid general leave.

An employee on an unpaid leave of absence in excess of thirty (30) days shall not earn vacation or sick leave.

Section 2. Military Leave.

Military leave shall be granted in accordance with State and Federal law. The employee shall provide notice of the leave at the earliest possible date after issuance of the applicable orders.

Any employee of the City who shall be called, or enlists in the armed services shall be reinstated to his former position, including all of his seniority rights. It is understood that in case of return of such employees, other employees will consent to such demotions or any other action necessary for the reemployment of such returned servicemen.

Section 3. Medical Leave. Regular employees who have utilized twenty (20) sick days or have exhausted all sick leave

and are unable to report to or back to work because of the start of or continuance of their sickness or injury, including pregnancy related disability, may be granted an unpaid disability leave. This Section in no way affects IMRF eligibility or IMRF benefits. Such leave will not be granted for a period in excess of three (3) months but may be extended upon written request of the employee for an additional period of up to three (3) months, at the Employer's discretion. Additional three (3) month extensions may be granted by the Employer if a physician certifies that the leave is a bonafide medical emergency or illness. The Employer may require an independent medical examination before approving the final leave extension. Prior to requesting said leave, the employee shall inform the Employer in writing about the nature of the disability and length of time needed for leave. The request for said leave shall be accompanied by a written statement from the attending physician which includes the diagnosis, prognosis and expected duration of the disability. If the Employer has reason to believe the employee is able to perform his regular assigned duties and the employee's physician certifies him as being able or unable to report back to work, the Employer may rely upon the decision of an impartial physician of its choosing as to the employee's ability to return to work. Such examination shall be paid for by the Employer. During said leave, the disabled employee shall provide written verification by a licensed physician at the Employer's request. Such verification shall show the diagnosis, prognosis and expected duration of the disability; such verification shall be made no less often than every thirty (30) days during a period of disability. Such leave cannot be arbitrarily or capriciously denied.

Section 4. Jury Duty. An employee who loses time from work during his regularly scheduled hours because of jury duty shall be paid his regular rate of pay for such time lost upon receipt of the entire sum paid for jury service, which payment the employee shall submit to the City. In order to be eligible for such payment, the employee must submit a certificate of service duly signed by the Court Clerk. However, an employee may elect to fulfill such jury service on accrued vacation or personal leave and retain the full amount received for such jury service. An employee released from jury duty two or more hours from the end of his regularly scheduled shift shall return to work upon said release.

Employees shall be paid their regular rate of pay when they attend court in their official capacity. Employees who receive a subpoena to appear in court as a plaintiff, defendant or witness shall be granted a leave of absence without pay; however, an employee may elect to fulfill such responsibilities on accrued vacation or personal leave.

If an employee requests, he will be assigned the day shift for the duration of his jury duty. Subject to the approval of the supervisor, the employee may voluntarily trade shifts with another qualified employee working the day shift. If unable to trade shifts, an appropriately qualified relief man will be appointed to fill the individual's shift. If no relief man is available, management will assign a qualified employee from the day shift for exchange of shifts using inverse seniority.

Section 5. Funeral Leave. Employees shall be granted a maximum of three (3) working days leave of absence at the regular rate of pay if a death occurs to one of the following: spouse, children, step children, mother, father, sister, brother, step mother, step father, step brother, step sister, grandparents, grandchildren, son or daughter-in-law, brother or sister-in-law, mother or father-in-law, legal guardian or other relatives that are members of the employee's household at the time of death. In the event of an active co-worker death, the City and the Union agree to work together to allow employees the ability to attend the funeral.

Pay shall be granted only for employee's regular work days spent in making funeral arrangements, attending the funeral, and traveling to and from the funeral. Employees must notify the Job Steward and Superintendent in charge before leave is taken. Upon returning to work the employee shall sign a statement attesting to the time and place of the funeral he attended and the relationship to him of the deceased.

Employees attending a funeral as specified in the preceding paragraphs on any day which falls on any scheduled benefit time excluding sick time shall not be charged benefit time for that day.

In addition, up to two (2) sick days may be used to supplement a funeral leave provided that any funeral leave shall not exceed five (5) consecutive working days per occurrence. The use of such sick leave in conjunction with funeral leave shall not be taken into consideration for purposes of determining the number of sick days (instances) used per year or eligibility for the sick leave bonus.

Section 6. Union Leave/Business. Any employee of the City who may be elected to or appointed to office in the Local Union that will require him to absent himself from duty to the Employer shall upon leaving that office be reinstated to his former position, including all his seniority rights, providing that he is then physically qualified to return to work. It is understood that in case of return of such an employee, other

employees will consent to such demotions as are necessary to make room for him. Seniority rights shall continue if an employee is elected or appointed to a Union Office in the Local Union.

The Union representatives shall be granted reasonable release time off from duty at the straight time rate to investigate and process grievances.

Local Union representatives shall be allowed time off without pay for legitimate Union business such as Union meetings, State or area wide Union committee meetings, State or International conventions, provided such representatives shall give reasonable notice to their supervisor of such absence and it does not affect the operating needs of the utility. Union representatives shall be allowed reasonable time off without pay for preparation for contract negotiations. Union Representatives shall be allowed time off with pay at the straight time rate during regular working hours for contract negotiating sessions with the employer. A maximum number of five (5) employees will be released from duty with pay at any one time for the purpose of contract negotiations. The employee may utilize any accumulated time (compensatory time, personal, vacation days) in lieu of taking such leave without pay.

Such time off shall not be detrimental in any way to the employee's record, or affect the employee's sick time bonus.

Section 7. Personal Days. Regular employees who have completed twelve (12) months of service with the employer shall be awarded three (3) personal days with pay on their first anniversary date. Thereafter, personal days will be awarded at the beginning of each contract year. Such personal days may be used for any personal reason of the employee. These days must be taken in whole or one half ($\frac{1}{2}$) day increments and are subject to supervisory approval for scheduling. Personal days may not be accumulated or carried over but must be used within 12 months of being awarded except as follows: If an employee does not use his personal days during the contract year, the employee must before the end of the contract year, schedule such days on which they desire this time off, subject to supervisory approval. Such personal days shall be used between October 1 and December 31 and may not be rescheduled after the beginning of the new contract year. No employee shall be eligible for payment for unused personal days.

Section 8. For the Generating Station only, employees will have the option to use benefit time including vacation, personal, compensatory and bonus time in one hour increments only at the beginning or end of the shift up to a maximum of

eight (8) occurrences each year. An occurrence will be defined as any day an employee uses benefit time, as described above, in increments other than four (4) or eight (8) hours. Use of such time will be subject to twenty-four (24) hours notice and supervisor approval.

ARTICLE XI

Sick Benefits

Section 1. Sick benefits will be paid to employees after six (6) months service as follows: Each employee covered by this contract shall accumulate sick leave at the rate of one (1) work day with 100% of pay per month including prior service up to a maximum of 300 days sick leave. Employees shall be compensated in cash at a ratio of five (5) days pay for each twelve (12) days accrued unused sick leave for a maximum of ninety (90) days of this accrued unused sick leave when they are permanently separated from employment as a result of retirement or death.

Employees hired on or after October 1, 2014, will not be eligible for payment of unused sick days upon retirement or death. Employees hired on or after October 1, 2014 who maintain ninety (90) sick day (720 hours) on the book may be allowed to liquidate up to forty (40) hours of sick leave annually on September 30th.

Section 2. It shall be the responsibility of the employees to see that his supervisor is notified of his illness and inability to work previous to the time his shift is to begin. If the employee is absent for one-half day or more he shall sign an ordinary disability report certifying to the nature of his illness.

(a) Sick time may be used for illness, disability or injury to the employee, appointments with a doctor, dentist or other professional medical practitioner, quarantine and for serious illness or disability in the employee's immediate family which requires the employee's personal care and attention. Employees shall make every effort to schedule nonemergency medical examinations outside of normal working hours. If this is impractical, the employee shall be allowed to use sick leave in increments of no less than one (1) hour for such medical examinations provided he informs the supervisor of such examination as far in advance as possible and provides verification of the doctor or dentist appointment and schedules this examination such that it does not effect operations or create additional costs for CWLP. Verification of sick leave other than medical examinations shall be made pursuant to Section 2 and Section 3 of this article.

Section 3. If the employee shall be absent on sick leave for three days or more, he shall furnish a doctor's certificate reflecting the reasons for his absence. When a person has used 30 days sick leave time to which he is entitled under this contract, all benefits under IMRF shall be available to him or he may use the balance of accrued sick leave time.

Section 4. The Employer shall provide an insurance program for its employees and dependents, which includes hospitalization, doctor's care and life insurance. Life insurance is for the employee only. Employees will be furnished an insurance booklet containing benefits, cost and claim procedures.

The Employer and the Union agree that the Health Insurance for its employees will be governed by the Agreement for Joint Labor/Management Health Care Committee. Changes in the Plan will be made according to rules of the Committee including premiums paid by the Employer and its Employees covered under the contract between the City of Springfield and IBEW Local 193. Should the Joint Labor/Management Health Care Committee cease to exist, the Employer and Union will meet to discuss and negotiate over the Health Insurance benefits.

Section 5. Employees who have accrued thirty (30) days sick leave at any time prior to a contract year and do not use over one (1) day sick leave or are not absent without pay during an ensuing contract year shall be granted two (2) days leave with pay between October 1st and September 30th of the succeeding contract year. Employees who have accrued sixty (60) days sick leave at any time prior to a contract year and do not use over one (1) day sick leave or are not absent without pay during an ensuing contract year shall be granted three (3) days leave with pay between October 1st and September 30th of the succeeding contract year. Employees who have accrued ninety (90) days sick leave at any time prior to a contract year and do not use over one (1) day sick leave or are not absent without pay during an ensuing contract year shall be granted five (5) days leave with pay between October 1st and September 30th of the succeeding contract year. Bonus time eligibility for employees using sick time associated with Family Medical Leave will be according to the regulations stipulated under the Act, i.e., sick time used under FMLA will be counted to determine an employee's eligibility for bonus days.

Employees who have earned bonus time will be allowed to take the bonus time on a short notice to the supervisor in half or full day increments. The bonus days shall follow the same rules as a sick time notice. The employee shall notify the

supervisor of the intent to use bonus time before the beginning of the regularly scheduled shift. For any pre-planned time-off requests, employees shall submit the bonus day requests in advance to allow the vacancy to be filled in advance. Bonus days cannot be denied, but in no event can bonus days be used in a concerted manner to disrupt operations or cause a work stoppage.

Section 6. After accumulating thirty-two (32) days of sick leave, employees upon written request may exchange sick days for vacation days at a rate of two (2) sick days for one (1) vacation day. Each vacation day so earned must be used as a vacation day within the vacation year of the exchange or be forfeited. The number of sick days exchanged per vacation year shall not exceed ten (10) days and at no time shall the number of days of accumulated sick leave be so reduced to less than thirty (30) days. No payment shall be made for vacation days acquired hereunder if not used within the vacation year. Such days may not be used for the purpose of carrying over vacation days as provided in Article IX, Section 1. Such exchange of sick days for vacation days may be made up to five times per year, exchanging a maximum of 10 sick days for a maximum of 5 vacation days.

Section 7. The parties agree that the current Attendance Monitoring Program "AMP" will continue to be used for utilization of sick time. In regards to employee discipline, employees reaching seven instances will be given a verbal warning. Employees reaching eight instances will be given a written warning. Employees reaching nine instances will be given a day off without pay. Additional instances will be dealt with in a progressive manner. An employee may utilize up to three (3) doctor's appointment in a twelve month rolling period that is four (4) hours or less that will not be counted as an instance under this policy as long as sufficient notification is provided to the employer and the employee returns to work the same day for the remainder of his shift with a doctor's note covering the absence or works the first four (4) hours and returns to work the next working day with a doctor's note covering the absence. The doctor's note shall be considered timely if presented at any time the following scheduled work day. When an employee currently has discipline as a result of sick time infractions as defined in the MOU, and that discipline has not been expunged per the applicable time period as defined in the collective bargaining agreement, any further sick time infractions shall result in progressive discipline being imposed.

ARTICLE XII

Duty Disability

Section 1. Any employee who is disabled for work as a result of illness or injury arising out of and in the course of his employment, which is compensable under the Illinois Workers' Compensation or Occupational Diseases Acts, shall be compensated as provided in the applicable Act, as it may from time to time be amended. Employees who become eligible for workers' compensation benefits shall not accrue benefit time (except for personal days) while receiving workers' compensation benefits for thirty (30) days or more, unless specifically awarded pursuant to the Workers' Compensation Act, award, or settlement.

ARTICLE XIII

Apprentices and Temporary Student Summer Employees

Section 1. The Employer may employ not more than one (1) Apprentice Lineman to each four (4) Journeymen Linemen; one (1) Apprentice Substation or Maintenance Electrician to each three (3) Journeyman Substation or Maintenance Electricians; and one (1) Meterman Apprentice may be employed after one (1) Journeyman Meterman is employed and thereafter the ratio shall be one (1) Apprentice to each three (3) Journeyman Metermen employed. Within the Instrument Electric, Communications and Relay areas, one (1) Apprentice may be employed after one (1) Journeyman is employed and thereafter the ratio shall be one (1) Apprentice to each two (2) Journeymen employed. These ratios are intended as guidelines which may be waived by the Joint Apprenticeship & Training Committee.

Section 2. (a) Apprentices shall be allowed to drive trucks after obtaining a CDL license. The Employer will pay only for the employee's initial passed CDL test cost, if the employee does not already possess a CDL.

(b) Apprentices should be assigned work that will give them training in all phases of their occupation. Rotations will be designed and implemented by management as reasonably as possible.

Substation Maintenance Apprentices will be assigned to the Construction Department for the first twelve (12) months of their apprenticeship prior to permanent assignment in the Substation Area, unless determined otherwise by the JATC. Once the period of assignment is determined, the appropriate work will also be determined by the JATC.

Apprentices at the Power Plant shall be permanently assigned to either the Maintenance Electrical or Instrument Electrical areas. Apprentices assigned to the Plant Maintenance Area may spend a total of six (6) consecutive weeks during their first year of apprenticeship in the Instrument-Electrical Area. Apprentices assigned to the Plant Instrument-Electrical Area may spend a total of six (6) consecutive weeks during the first year of their apprenticeship in the Plant Maintenance Electrical Area. Apprentices assigned to the Relay Maintenance Area may spend two (2) months sometime during the first year of their apprenticeship in the Substation Maintenance Department. Apprentices assigned to the Traffic and Metering Department may spend all four (4) years of their apprenticeship in this area.

The above rotation or period spent within each area may be modified as needs require with the approval of the Joint Apprenticeship and Training Committee.

Section 3. Apprentices may assist in all work done by Journeymen, but will not be permitted to work with tools except while in a regular crew or working with another Journeyman.

Section 4. Apprentices will attend four (4) years of schooling under the authority of the Joint Apprenticeship Training Committee. Apprentice hired on or after October 1, 2012 will attend four (4) years of schooling under the authority of the Joint Apprenticeship Training Committee. There shall be a Joint Apprenticeship & Training Committee consisting of three (3) representatives appointed by the Employer and three (3) representatives appointed by the Union. The duties of the Committee are in the rules and regulations of the Joint Committee.

Section 5. Both the union and the Department of Public Utilities will contribute \$5,000.00 each quarter to fund the Joint Apprenticeship and Training Committee. During the 2000 calendar year, payments will be due on Mach 1, June 1, September 1, and December 1. Beginning January of 2001 and each year thereafter, the fund balance will be reviewed at the Regular JATC meeting and the March 1 contribution will be adjusted to bring the balance of the account to \$10,000.00. The June 1, September 1, and December 1 will continue to be \$5,000.00 each from the Union and the Department of Public Utilities. The quarterly contribution may be adjusted by the JATC with the approval of the sponsors.

Section 6. The following rules and regulations pertain to employment of temporary student summer employees in the electrical field by the Office of Public Utilities.

(a) The applicant or employee who serves as a temporary student summer employee must be of at least the age of 18 years and he must be of good moral character and physically able to do manual work.

(b) The applicant or employee who will participate in the temporary student summer employment program in the electrical field shall be at least a graduate of an accredited high school who will attend a college or who has designated a specific college which he intends to attend in the Fall of the year of his employment.

(c) The Office of Public Utilities officials and the officials of L.U. No. 193, I.B.E.W. shall mutually select the applicants as temporary college student helpers at a rate of wage set forth in Article XVI of this Agreement.

(d) The applicants or employees designated as temporary student summer employees will be selected from a registration list, a record of which will be maintained by both the Office of Public Utilities and Local No. 193, I.B.E.W.

(e) Preference shall be given to applicants who apply for employment prior to April 30 of the year in which he seeks to work under this program.

Section 7.

Apprentices hired on or after the October 1, 2016, ratification shall have the following wage rates:

Year 1 -	50% of Current Journeyman Rate
Year 2 -	60% of Current Journeyman Rate
Year 3 -	75% of Current Journeyman Rate
Year 4 -	90% of Current Journeyman Rate

Any apprentice employed under this Agreement prior to October 1, 2020 will not receive any retroactive pay, but will immediately have their pay rate adjusted to the rate established above, if the rate is higher, upon ratification.

ARTICLE XIV

Superintendents

Section 1. Superintendents whose duties require them to hire or discharge may or may not be members of the local union at the discretion of the Employer. Such Superintendents shall give orders to foremen and all instructions that are necessary

to employees to carry out work, but shall not directly supervise work at the point of operation, except in emergency.

ARTICLE XV

Safety

Section 1. The Employer agrees to furnish all necessary protective equipment such as rubber gloves, blankets, hoods, hose, hard hats and complete rain gear and it is a rule of both parties hereto that they be used. Rubber gloves must be worn when working within two (2) feet of any energized conductor of 440 volts or more. Hard hats shall be worn by all employees while at the job site. An employee who violates the above rules shall be notified in writing by the Safety Director who shall send a carbon of such notification to the Business Manager. A second violation by an employee without due cause shall require a mandatory suspension of one day without pay. The Employer also agrees to furnish and maintain all necessary safeties, hooks, pads, and straps and hand tools such as wrenches, hammers, rules, pliers, screwdrivers, etc., but reserves the right to set up their own rules governing the distribution of these tools.

Section 2. Safety meetings of at least an hours duration shall be held at least once a month on a regular established day. If there is an emergency condition at such time, the meeting shall be rescheduled as soon as possible. Immediately following the regular safety meeting all employees required to work energized lines will turn in one pair of their rubber gloves to be tested. The Power Plant will conduct quarterly safety meetings, tool box talks and pre-job briefings.

Section 3. All Journeymen Linemen, Cablemen, and Maintenance Men working on wires or equipment which is energized at 440 volts or more must be accompanied by a Journeyman or an Apprentice having two (2) or more years experience.

Section 4. No work shall be performed on energized conductors of over 5000 volts, without the use of "Hot Stick" equipment. In no case should conductors of this voltage be handled with rubber as the only means of protection.

Section 5. Foremen having charge of construction and maintenance will be required to use tools as long as their doing so would not interfere with them properly looking after their work as foremen and the safety of the employees in their charge.

Section 6. Both parties agree to appoint three (3) members each to a safety committee whose objective is to draft a safety

manual acceptable to both parties that can be adopted as part of this working agreement.

Section 7. Refer to Safety Manual.

ARTICLE XVI

Classification And Wage Rates

Section 1. See Appendix A.

Power Plant Temporary Shift - 10% per hour premium.

Shift Workers:

Operators/Relief Dispatchers/Operator Trainees

1st Shift (A) - 9:30 PM to 5:30 AM

2nd Shift (B) - 5:30 AM to 1:30 PM

3rd Shift (C) - 1:30 PM to 9:30 PM

Troublemens

1st Shift (A) - 11:00 PM to 7:00 AM

2nd Shift (B) - 7:00 AM to 3:00 PM

3rd Shift (C) - 3:00 PM to 11:00 PM

4th Shift (D) - 4:00 PM to 11:00 Midnight

2nd Final Meter Reader

9:30 A.M. to 6:00 P.M. - Tuesday through Friday

8:00 A.M. to 4:30 P.M. - Saturday

Section 2. (a) Across-the-Board Increases: See Appendix A

10/1/2025	3%
	\$4,000 wage adjustment upon ratification
10/1/2026	3%
10/1/2027	3%
10/1/2028	3%

(b) Effective October 1, 2007, employees completing 14 years of service in the bargaining unit, shall have their hourly rate increased \$.50. Effective October 1, 2007, employees completing 24 years of service in the bargaining units, shall have their hourly rate increased \$.50.

On at least an annual basis, the Union shall provide a seniority list to the City for the purpose of verifying the years of service for employees who will be entitled to receive longevity raises during the year. The City shall verify if the

employee qualifies for the adjustment from the Union-provided list and will make the appropriate adjustment to the employee's rate of pay and will pay back to the employee's anniversary date (14 or 24 years) or to maximum of 60 days in arrears for the longevity adjustment from the date the City receives the notice from the Union. The \$0.50 adjustments shall compound with across the board wage increases. Where any dispute arises regarding the calculation of the appropriate number of years of service for the purpose of applying longevity, any deadline for payment of wages owed in arrears shall be suspended.

Employees bidding to new positions shall have the compounded longevity rates transfer with the employee to the new position. Upon transfer to a new position, the Union shall notify the City within 30 days of what the Union believes the appropriate rate of pay for the employee shall be in the new position. The City will validate the rate of pay and make any needed adjustment to the employee's rate of pay, or the City will contest the rate of pay and provide evidence to the Union for a different rate of pay. The City will make any adjustment to the employee's rate of pay for up to 60 days in arrears from the date the City receives the notification from the Union to allow ample time for any disputes to be resolved. The City will not make any adjustments more than 60 days in arrears from the date of notification received in writing from the Union.

(c) Employees now receiving a higher wage rate than the minimum prescribed wage rate for their classification will not be reduced while they are doing that classification work.

(d) Retroactive pay shall not go back prior to October 1st of that year in which award is made unless arbitration has been applied for more than ninety (90) days previous to October 1st of next year.

(e) Payday shall be every two weeks on Friday, excepting that when a payday falls on a holiday, payday shall be on the preceding day. Effective upon ratification of the 2016 contract, all employees' paychecks shall be issued through direct deposit.

(f) As part of the 1985 labor negotiations it was agreed to eliminate the shift differential for the classifications listed below and to incorporate the amounts noted below in the given classification's base wage rate. Amend pay rates of the following classifications effective upon signing of the 1985 contract:

 Troublemens and Relief Troublemens - additional \$.28 cents/hour. Relief System Dispatcher, System Operator, Operator Trainee I, II, III - additional \$.25 cents/hour. Additionally, Groundmen working

the evening shift shall be paid \$.25 cents/hour shift differential as part of his base rate of pay.

(g) Effective October 1, 2007, employees in the title of Meter Reader Foreman, completing 7 years in the title shall have their hourly rate increased by \$1.00. Effective October 1, 2007, employees in the title of Meter Reader Foreman, completing 24 years in the bargaining unit shall have their hourly rate increased by \$1.00.

Section 3. "Classification and Minimum Wages" covered in this Agreement may be reopened for negotiation after ten (10) days written notice from either party.

Attached to and made a part of this LABOR AGREEMENT between the CITY OF SPRINGFIELD, SPRINGFIELD, ILLINOIS, OFFICE OF PUBLIC UTILITIES and LOCAL UNION NO. 193 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS.

ARTICLE XVII

Labor-Management Meetings

Section 1. Labor-Management meetings will be conducted quarterly as represented. Labor and Management will submit agenda items to the designated representative fourteen (14) days prior to the scheduled Labor-Management meeting.

ARTICLE XVIII

Tree Trimming

Section 1. All tree work to clear electric lines shall be done by Linemen and paid for at the prevailing rate. In the event Linemen are not available for such work, the Employer may employ tree trimmers to do the work at the Journeyman Lineman's rate of pay. Apprentices may be used in the same ratio to Journeymen as for regular line work.

ARTICLE XIX

Non-Discrimination

Section 1. Prohibition Against Discrimination. The provisions of the Agreement shall be applied equally to all employees in the bargaining unit(s) without unlawful discrimination as to the age, sex, marital status, race, color, creed, national origin, political affiliation (or lack thereof) or physical or mental handicap. All references to employees in

this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 2. Equal Employment/Affirmative Action. The parties recognize and agree to cooperate in fulfilling the Employer's obligations under applicable state and federal Equal Employment and Affirmative Actions Acts, laws and regulations. The Union agrees that the Employer may take whatever steps necessary to comply with the Americans with Disabilities Act.

ARTICLE XX

Savings

Section 1. Partial Invalidity. Should any part of this Agreement or any provision contained herein be judicially determined to be contrary to the State or Federal law, such invalidation of such part or provision shall not invalidate the remaining portion hereof and they shall remain in full force and effect. The parties shall attempt to renegotiate the invalidated part or provisions.

ARTICLE XXI

Management Rights

Section 1. Management Rights. Subject to the provisions of this Agreement and Public Act 83-1012, the Employer retains the inherent management authority and is vested with the exclusive right to control its operations, to establish reasonable rules and regulations, to determine its policies, its over-all budget, the manner of exercise of its functions, and the direction of its workforce and to maintain efficiency provided the exercise of such rights by management does not conflict with specific provisions of this Agreement.

ARTICLE XXII

Temporary Assignment

Section 1. An employee placed on temporary assignment to a higher paid classification shall receive the current rate of pay for the higher classification for all hours worked (excluding any leave time) and be subject to all rules and regulations pertaining to that classification.

Section 2. An employee placed on temporary assignment to a lower paid classification shall suffer no reduction in wages

during such period, and be subject to all rules and regulations pertaining to that classification.

ARTICLE XXIII

Layoff/Recall

Section 1. The employer has the right to employ, lay off, discharge and promote employees in accordance with the provisions of this Agreement. In the case of layoff, the Employee and the Union will be given two (2) weeks' notice. However, any employee laid off or discharged for any reasons other than lack of work or lack of funds may file a grievance pursuant to the procedure outlined in this Agreement and the layoff or discharge shall be processed in accordance with the Grievance and Arbitration Procedure in this Agreement. The reason for discharge or layoff shall be given to the employee and Union in writing and the Union may in all respects appear for and represent in its name or the employee's name the interest of the employee and the Union. In case of layoff, employees will be laid off by inverse order of seniority. Recall shall be by seniority for a period of twenty-four (24) months. The Employer agrees to furnish the representatives of the Union a list of employees on layoff upon request.

ARTICLE XXIV

Election Of Remedies

Section 1. The City, the Local Union, and the employees covered by the terms of this Agreement agree that if a dispute or difference arises concerning the interpretation and/or application of the wages, hours and terms and conditions of employment in the Agreement (except disputes or differences involving discipline and/or discharge), that the Steps and provisions in the Grievance and Arbitration Articles shall be the exclusive procedures for resolving the dispute or difference. If a dispute or difference arises concerning discipline and/or discharge, the employee shall elect to have the matter processed under the provisions of either the grievance and arbitration procedure in this Agreement or procedures applicable under the City of Springfield Employment Policies; and, after selecting one of the two procedures, shall be deemed to have waived his rights under the other procedure.

ARTICLE XXV

Discipline

Section 1. Disciplinary action may be imposed upon a certified (non-probationary) employee for just cause. During the initial probationary period, the probationary employee may be disciplined, discharged, demoted, laid off, or otherwise dismissed at the sole discretion of the Employer and neither the reason for nor the disciplinary action may be the subject of a grievance, unless the basis for the alleged violation is pursuant to Article XIX.

The following procedure of progressive and corrective discipline shall be applied by the City, except the City need not follow progressive and corrective discipline before discharge if the discharge is for theft, deliberate damage to City property, gross insubordination, physical violence, or other similar offenses.

Discipline for offenses not covered above shall only be as follows, with the exception of sick time abuse as outlined in the Article XI, Section 7, Attendance Monitoring:

First Offense:	Verbal Warning(s)
Second Offense:	Written Warning(s)
Third Offense:	Suspension(s)
Fourth Offense:	Discharge

Written warnings may be hand delivered to the affected employee, or may be sent by mail to the employee's last known address if no other reasonable means of serving notice is available.

Warnings as herein provided shall be null and void after twenty-four (24) months, shall be removed from the employee's personnel file, and shall not be used as a basis for further disciplinary action. Suspensions as herein provided shall be null and void when there have been no suspensions for the most recent forty-eight (48) months of employment, shall be removed from the employee's personnel file, and shall not be used as a basis for further disciplinary action.

For discipline other than reprimands, the Employer shall hold a pre-deprivation meeting. Prior to notifying the employee of the contemplated measure of discipline to be imposed, the Employer shall notify the Union steward of the meeting and reasonably in advance of such meeting shall provide the steward with the alleged infraction. Employees shall be informed by the Employer of their rights to union representation and shall be

entitled to such, if so requested by the employee. The Employer then shall meet with the employee involved and inform him/her of the reasons for such contemplated disciplinary action including any names of witnesses and copies of pertinent documents. The employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline.

Discipline imposed under these procedures shall be subject to the grievance/arbitration procedures.

ARTICLE XXVI

Union Business

A. Union Rights

Section 1. Union Activity During Working Hours Employees shall, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay during working hours to attend grievance hearings or hearings or meetings agreed to by the Employer, if such employees are entitled or required to attend such meetings by virtue of being Union representatives, stewards, witnesses, or grievants, and if such attendance does not significantly interfere with the Employer's operations.

Section 2. Information Provided To Union The employer shall submit to the Local Union, upon request, the current seniority roster and reemployment list, applicable under the seniority provisions of this Agreement. In addition the Employer shall monthly notify the union in writing as to the following personnel transactions involving bargaining unit employees within each work section and location: new hires, promotions, demotions, reclassification, layoffs, reemployments, transfers, leaves of absence, returns from leaves, suspensions, terminations, retirement, resignations, discharges, and any other information mutually agreed to by the parties. In addition the Employer shall notify IBEW Local 193 via electronic mail of all new persons hired into bargaining unit positions on or before the new employee(s) date of employment.

Section 3. The Employer agrees that accredited representatives of the IBEW, whether Local Union, District Council, or International representatives, shall have access to conduct Union business provided the Union first notifies the Employer and does not unduly interfere with the operational requirements of the Employer.

Section 4. No authorized representative of the Union who is

required to be involved with the Employer in negotiations or grievance discussions shall lose pay for time spent away from work as qualified below.

Employee will be paid the applicable rate, but at no time will overtime rates be paid during negotiations or grievance discussions. Pay is not provided for time spent in negotiations or a grievance discussion outside the individuals normal work shift. Overtime shifts turned down by an employee while participating in negotiations or grievance discussions, will be treated as normal turndowns.

In all cases where any Steward or Union representative is required to conduct a Union business, the employee should notify their supervisor prior to conducting the Union business.

Section 5. Bulletin Boards The employer agrees to furnish and maintain suitable bulletin boards in convenient and appropriate areas to be used by the union. The union should limit it's posting of notices and bulletins to such bulletin boards.

Section 6. New Hire Orientation When the employer conducts a new hire orientation, the Union shall conduct orientation for each new bargaining unit employees at a time mutually agreed to by the parties. The Union orientation shall be one (1) hour and shall take place during the employee's regular working hours with no loss of pay to the employees involved.

Section 7. Annual Training The Employer and the Union are committed to ensuring the employees receive training that will help to maximize the productivity and quality of their work. To facilitate this goal, the parties agree that providing annual training to employees is important and that the Employer and the Union should therefore endeavor to provide such annual training. Annual training provided by the Union, including updating employees on new agreements and policies, and on the coordination of these policies and agreements with policies and procedures set forth in the collective bargaining Agreement, can help to facilitate the maximization of both quality and productivity. The Union may schedule up to one (1) hour per year of such training at a time and place, agreeable to the parties, provided, such trading does not unreasonably disrupt department operations. Where the Employer has scheduled such training, the Union may, by mutual agreement, be scheduled in conjunction with such sessions. Training provided for herein shall be without loss of pay.

Section 8. Information Sharing The Employer shall not provide information that is exempt from disclosure under the Freedom of Information Act (5 ILCS 140/7) and pertains to bargaining unit employees, to the Union, or to matters pertaining to collective bargaining, to an entity that is not a party to this Agreement. The Employer shall use best efforts, at the time of request, to notify the Union and affected employee(s). The Union and all affected employee(s) shall also be provided a copy of the public disclosure request on a quarterly basis.

B. Dues Checkoff

Section 1. Deductions The Employer agrees to deduct union dues every month from the earnings of its employees who have signed individual authorization cards, supplied by the Union, and to remit the same to the duly designated officer of the Union until such time as the employee resigns his/her membership in the Union or otherwise revokes his/her dues deduction authorization in writing to the Employer and the Union with thirty (30) days advance notice.

The Union shall advise the Employer of any increases in dues in writing at least thirty (30) days prior to the effective date.

Section 2. Should the dues deduction authorization form executed by any employee conflict with any state or federal law in any respect, the Employer shall be relieved from honoring such authorization.

Section 3. Voluntary Benefits Program A separate voluntary payroll deduction for Union Programs may be made for those employees who provide the Employer with a signed payroll authorization card requesting such deduction.

Authorization for such deduction shall be allowed annually be the Employer and shall be revocable by the employee upon notice in writing to the Employer and Union. The amounts so deducted shall be forwarded monthly to the Union at the address designated in writing to the Employer by the Union.

Section 4. Indemnification The Union agrees that there shall be no liability on the part of the Employer for the collection of any unpaid dues which may be due the Union from any employee who, because of absence from work or termination of employment, has insufficient wages payable to him/her at the regular time the dues are to be deducted from which to make such deduction. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, judgments, or other forms of

liability or expense, that may be incurred or necessitated by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

ARTICLE XVII

Drug Testing

Section 1. All employees in the bargaining unit are subject to periodic random drug and alcohol testing and testing resulting from reasonable suspicion. In addition, an employee will be tested for both drugs and alcohol following any OSHA recordable accident or any accident which results in fatality, injuries requiring transportation to a medical facility, disabling damage to any vehicle or property or a citation under state or local law for a moving violation arising from an accident. Employees will be subject to drug testing per applicable State and Federal Laws.

Section 2. Discipline. Upon the return of a positive drug or alcohol test, the following will result:

If an alcohol test results in an alcohol concentration of .02 or more, but less than .04:

1. First Offense - The employee will be immediately removed from the performance of his/her duties for at least twenty-four (24) hours or until the start of the employee's next regular shift (whichever is later). The employee will also receive a mandatory referral to the Employee Assistance Program (EAP).
2. Second Offense - The employee will be suspended for 10 days without pay and must agree to sign a Return-to-Duty Contract.
3. Third Offense - The employee will be terminated.

If an alcohol test results in an alcohol concentration of .04 or greater:

1. First Offense - The employee will be subject to a minimum 15 day suspension without pay and must agree to sign a Return-to-Duty Contract, if applicable.

2. Second Offense - Any employee who tests positive for drugs and/or alcohol within five (5) years of his or her previous positive test will be automatically terminated.*

*If an employee has previously tested positive for drugs and/or alcohol (.02 or greater), an alcohol concentration of .04 or greater shall be considered a Second Offense under this Section and the employee will be automatically terminated.

If a drug test result is positive:

1. First Offense - The employee will be subject to a minimum 30 day suspension without pay and possible discharge and must agree to sign a Return-to-Duty Contract, if applicable.

Any employee who does not test positive for drugs and/or alcohol within five (5) years of his or her previous test will be treated as if the first positive test did not occur.

2. Second Offense - Any employee who test positive for drugs and/or alcohol within five (5) years of his or her previous test will be automatically terminated.

Compliance With Testing Requirements - Any employee subject to drug and alcohol testing who provides false information in connection with a test or who attempts to falsify test results through tampering, contamination, adulteration or substitution shall be removed from duty immediately and his or her employment terminated.

A refusal to test shall be considered a positive test. Refusal can include, but is not limited to, an inability to provide a specimen or sample without a valid medical explanation, as well as verbal declaration, obstructive behavior or physical absence resulting in the inability to conduct the test.

Section 3. Return-to-Duty Contracts. An employee who is allowed to return to duty after engaging in prohibited conduct must agree to a Return-to-Duty Contract. The contract shall include, but is not limited to the following:

1. A release-to-work statement from an approved Substance Abuse Professional (SAP) prior to returning to work.

2. An agreement from the employee to complete any recommended treatment or rehabilitation programs.
3. A negative test for drugs and/or a less than .02 test result for alcohol prior to returning to work. The employee will be responsible for the cost of such testing.
4. An agreement to unannounced frequent follow-up testing.
5. A statement of expected work-related behaviors prior to returning to work.

Violation of the Return-to-Work Contract is grounds for discharge.

Section 4. Confidentiality. Information and records relating to positive drug and/or alcohol test results, drug and/or alcohol dependencies and legitimate medical explanation provided by the Medical Review Officer (MRO) shall be confidential. Such records and explanations may be disclosed where relevant to a grievance, Civil Service hearing charge, claim or other legal proceeding initiated by or on behalf of an employee.

Employees shall, upon written request, have access to their own results and to records relating to them which the MRO provides the City or receives from the City's laboratory. Any employee who violates confidentiality under this policy shall be subject to disciplinary action.

ARTICLE XXVIII

Residency

Effective upon ratification of the 2020 contract, all employees hired on or after the ratification shall reside within the boundaries of the City of Springfield within six (6) months after the end of their probationary period, and all current employees who reside within boundaries of the City of Springfield shall continue to reside within the boundaries of the City. Current employees living outside of the City of Springfield shall be grandfathered and the residency ordinance shall not apply to them. If an employee living outside of the boundaries of the City of Springfield moves into the City of Springfield, then the requirements of the residency ordinance shall apply. Should an employee's property be annexed into the City Corporate Limits, the employee shall remain grandfathered. Should the residency ordinance be reversed during the term of this agreement, this provision will become null and void. Should the residency

ordinance be amended, the union maintains the right to negotiate any such modifications that affects the terms and conditions of employment when the amendment occurs.

ARTICLE XXIX

Duration, Amendment and Termination

Term. This agreement shall become effective October 1, 2025 and shall be extended for a four (4) year period to September 30, 2029. It shall continue in effect from year to year thereafter, unless notice for amendment or termination is given in the manner provided herein.

Notice to amend or terminate. Either party desiring to amend or terminate this agreement must notify the other in writing at least sixty (60) days prior to the termination date.

For City of Springfield

Date

For IBEW Local 193

Date

MEMORANDUM OF UNDERSTANDING

**RETIREE PREMIUMS AND
UNREIMBURSED MEDICAL EXPENSES**

In the event that a City-wide plan(s) is/are offered for the purpose of pre-funding retiree health insurance or unreimbursed medical expenses, bargaining unit employees will be given the opportunity to participate.

**MEMORANDUM OF UNDERSTANDING
BETWEEN IBEW LOCAL 193
AND THE
CITY OF SPRINGFIELD
OFFICE OF PUBLIC UTILITIES**

In regards to the installation and utilization of GPS tracking technology on Office of Public Utilities vehicles, the undersigned Parties agree as follows:

1. The intended purpose of such equipment is to enhance the operational efficiency of the department, improve services to the public, to improve the safety of employees and to ensure compliance with the CBA.
2. This technology may be made available to third parties only as provided for under state, federal, or local laws.
3. Prior to installation of this equipment, employees shall be given a brief overview of the systems capabilities and its intended use. Any vehicle may be equipped with this technology.
4. It is understood that disciplinary actions against and excessive monitoring of employees is neither a primary purpose nor an intended result of utilization of GPS equipment. The Parties agree that GPS equipment may be used to verify the guilt or innocence of an employee that the employer had a bona-fide reason to suspect the employee of misconduct. Such equipment will not be utilized to harass employees, but will be used to monitor employee's work progress and work locations. The Company agrees that it shall not troll the database to randomly review information available through the system or utilize such information for disciplinary purposes unless a review has been prompted by a bona-fide reason to suspect the employee of misconduct.
5. In the event that data retrieved from the GPS system is used to support the employer's decision to discipline an employee, the Union shall be provided with copies of all data pertinent to the contemplated discipline.
6. In the event the employer elects to upgrade or enhance the GPS system, beyond regular software upgrades, the Union shall be given advance notice and the right to bargain over the impact of such changes where appropriate.
7. The Parties may meet, at either Parties request, to discuss ongoing impacts as well as, fair and non-discriminatory implementation of the program.

**MEMORANDUM OF UNDERSTANDING
BETWEEN IBEW LOCAL 193
AND THE
CITY OF SPRINGFIELD
OFFICE OF PUBLIC UTILITIES**

In regards to Off System/Mutual Aid Storm Restoration Work, the parties agree as follows:

1. The rules herein are specific to out of town request for Mutual Aid. Should any terms in this section conflict with other provisions of this contract, this section shall apply for out of town Mutual Aid. Should any terms not be addressed in this section, but is addressed elsewhere in the contract, then the contractual term shall apply.
2. The parties agree to abolish the "Eligibility Rules for Off System/Mutual Aid Storm Restoration Work revised 2-5-13," and any other existing labor agreement documents relating to Mutual Aid overtime.
3. The parties agree that Off System/Mutual Aid Storm Restoration Work will be administered from a specific overtime list so that all Off System/Mutual Aid Storm Restoration Work shall be equally and impartially divided among employees in so far as is practicable.
4. The parties agree employees shall not be called for Off System/Mutual Aid Storm Restoration work when the employee is off for any leave or on restricted duty. These days are considered to start at your work show up time until the following day.
5. All Journeyman from Construction, Locators and Service will now be called without regard to their On System department assignment, unless doing so impairs On System operations, and will not be charged accordingly. Locators may be considered if properly trained journeyman are able to back fill. Second year Apprentices, Groundman and Utility Truck Drivers shall be eligible for Off System/Mutual Aid Storm Restoration Work unless other classifications are specifically requested.
6. The parties agree that the Off System/Mutual Aid Storm Restoration Work list will continue to roll over and will not be zeroed each year. Said list shall become effective upon ratification of the 2016 contract. Employees will be paid at the rate of time and one-half for travel to the requesting party show up site, less their rest period.

Upon check in at the requesting party show up site employees are to be paid at the double time rate, less their rest period, until released to come home. Travel time on the return home shall be time and one-half, less any rest period.

7. When consuming a restaurant meal (non-box lunch) provided by the requesting party the employee shall not be entitled to collect a meal allowance in accordance with this contract.
8. Off system overtime is not eligible for compensatory time.

MEMORANDUM OF UNDERSTANDING

BETWEEN


THE CITY OF SPRINGFIELD, ILLINOIS

And

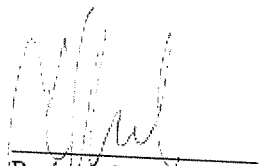
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 193
This Memorandum of Understanding ("M.O.U.") is entered into by the Employer, the City of Springfield, and the Union, I.B.E.W. #193, acting on behalf of the Lineman Unit;

1. The Collective Bargaining Agreement between the Union and the City of Springfield shall include the Juneteenth holiday in Article VII – Holidays, Section 1, as specified below, starting from the execution date of this MOU.
2. **Section 1.** Employees working on holidays shall be paid at the rate of eight (8) hours straight time for the holiday, plus the rate of double time for the actual hours worked. Employees who do not work on holidays shall receive the rate of straight time for that day. Holidays shall include: New Year's Day, Martin Luther King's Birthday (third Monday in January), Lincoln's Birthday, Good Friday, (Easter Sunday shall be treated as a paid holiday, similar to the above days for employees who are regularly assigned shift work), Memorial Day, Juneteenth (June 19), Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, and Christmas. A holiday schedule will be posted each calendar year by the City. Employees who are regularly assigned to work shifts will observe all the holidays on the day which they fall; holidays that fall on a day of shift (Lincoln's Birthday, Juneteenth (June 19), Fourth of July, Veteran's Day, Christmas Eve and Christmas) will be observed by all shift workers on the actual date of occurrence, regardless of the date on which they are observed by the City. Other employees will observe all holidays on the day on which they are observed by the City.

Agreed:


James O. Langfelder
Mayor, City of Springfield

Date


Business Representative
I.B.E.W. #193


Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF SPRINGFIELD, ILLINOIS
OFFICE OF PUBLIC UTILITIES

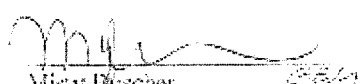


And

LOCAL UNION NO. 193
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
A.F. OF L. - C.I.O.

This Memorandum of Understanding ("MOU") is entered into by the Employer, the City of Springfield ("Employer"), and Local Union No. 193, of the International Brotherhood of Electrical Workers ("Union") (collectively referred to as "Parties"). The agreed-upon terms are as follows:

1. The moratorium on the enforcement of the residency requirement in Chapter 36, Section 36.05 of the 1988 City of Springfield Code of Ordinances passed by City Council on November 7, 2023, by ordinance number 491-11-23, as amended, shall apply to all employees covered by the Parties current collective bargaining agreement.
2. Ordinance number 491-11-23, as amended, requires City Council to revisit the moratorium in November, 2024. This MOU is explicitly made subject to and conditioned upon any further action by City Council upon its revisitiation of the moratorium ordinance. Any changes to Ordinance 491-11-23, shall, upon passage, immediately apply to this MOU.
3. This agreement is entered into without prejudice, and it does not set a precedent.

Agreed:

		
Misty Buscher Mayor, City of Springfield	Date 12/19/23	Date 12/4/2023

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF SPRINGFIELD, ILLINOIS

And

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 193

This Memorandum of Understanding ("M.O.U.") is entered into by the, **the City of Springfield**, and the Union, **I.B.E.W. #193, acting on behalf of the Lineman Unit** (collectively referred to as "Parties").

WHEREAS, Article XIII, Section 5 requires the Union and the Department of Public Utilities (CWIU) (collectively referred to as "Sponsors") to each contribute \$5,000.00 each quarter to fund the Joint Apprenticeship Training Committee (JATC). It further requires the fund balance to be reviewed and the March contributions be adjusted to bring the fund balance to \$10,000.00;


WHEREAS, Article XIII, Section 5 allows quarterly contributions to be adjusted by the JATC with the approval of the Sponsors.

WHEREAS, due to the number of apprentices employed, the current annual contributions are not sufficient to support the costs incurred by the JATC. The JATC estimated the number of future apprentices by the end of term and the projected costs associated to determine an increased quarterly contribution and the duration of the increased contributions; and

WHEREAS, the JATC met with the Parties requesting additional contributions and conducted a review of the financial statements for the three (3) years preceding the date of this MOU.

NOWHEREFORE, the Parties agree as follows:

1. The Parties hereby agree to increase their respective quarterly contributions from \$5,000.00 to \$6,000.00, beginning in September 2024 and continuing through December 2025.
2. This agreement is entered into without prejudice, and it does not set a precedent.


City of Springfield
GEM


Date
I.B.E.W. Local #193

7/30/2024
Date

APPENDIX A

IBEW Title	9/30/2025 Reference	10/1/2025 3.00%	RATIFICATION \$4,000.00	10/1/2026 3.00%	10/1/2027 3.00%	10/1/2028 3.00%
Communications Technician	\$52.6330	\$54.2120	\$56.1351	\$57.8191	\$59.5537	\$61.3403
Communications Technician Foreman	\$57.5807	\$59.2875	\$61.2106	\$63.0469	\$64.9383	\$66.8865
Electric Traffic & Metering Repairman	\$52.6330	\$54.2120	\$56.1351	\$57.8191	\$59.5537	\$61.3403
Groundman 1	\$30.1017	\$31.0048	\$32.9279	\$33.9157	\$34.9332	\$35.9812
Groundman 2	\$31.6034	\$32.5515	\$34.4746	\$35.5088	\$36.5741	\$37.6713
Groundman Over 1 Year (in position prior to 10/1/14)*	\$35.1864	\$36.2214	\$38.1445	\$39.2888	\$40.4675	\$41.6815
Groundman 3	\$34.6067	\$35.6449	\$37.5680	\$38.6950	\$39.8559	\$41.0516
Groundman Over 2 Years (in position prior to 10/1/14)*	\$41.2908	\$42.5295	\$44.4526	\$45.7862	\$47.1598	\$48.5746
Utility Truck Driver (in position prior to 10/1/14)*	\$44.0472	\$45.3686	\$47.2917	\$48.7105	\$50.1718	\$51.6769
Utility Truck Driver 1	\$38.2106	\$39.3572	\$41.2803	\$42.5187	\$43.7943	\$45.1081
Utility Truck Driver 2	\$42.4158	\$43.6883	\$45.6114	\$46.9797	\$48.3891	\$49.8408
Instrument Electrician	\$52.6330	\$54.2120	\$56.1351	\$57.8191	\$59.5537	\$61.3403
Job Foreman	\$57.5807	\$59.2875	\$61.2106	\$63.0469	\$64.9383	\$66.8865
Journeyman	\$52.6330	\$54.2120	\$56.1351	\$57.8191	\$59.5537	\$61.3403
Lineman	\$52.6330	\$54.2120	\$56.1351	\$57.8191	\$59.5537	\$61.3403
Plant Maintenance Electrician	\$52.6330	\$54.2120	\$56.1351	\$57.8191	\$59.5537	\$61.3403
Relay Technician	\$52.6330	\$54.2120	\$56.1351	\$57.8191	\$59.5537	\$61.3403
Relay Technician Foreman (\$1.50 base adder NON-COMPONDED)	\$59.0807	\$60.7875	\$62.7106	\$64.5469	\$66.4383	\$68.3865
Relief System Dispatcher	\$57.3788	\$59.1002	\$61.0233	\$62.8540	\$64.7396	\$66.6818
Relief Troublemaker	\$55.6013	\$57.6401	\$59.5632	\$61.3501	\$63.1906	\$65.0864
Service Clerk	\$23.9196	\$24.6372	\$26.5603	\$27.3571	\$28.1778	\$29.0231
Service Clerk 1	\$24.9957	\$25.7456	\$27.6687	\$28.4987	\$29.3537	\$30.2343
Service Clerk 2	\$26.7977	\$27.6016	\$29.5247	\$30.4105	\$31.3228	\$32.2625
Service Foreman	\$55.1031	\$56.7562	\$58.6793	\$60.4397	\$62.2529	\$64.1204
Shop Maintenance Foreman	\$52.6330	\$54.2120	\$56.1351	\$57.8191	\$59.5537	\$61.3403
Storeroom Foreman	\$55.1031	\$56.7562	\$58.6793	\$60.4397	\$62.2529	\$64.1204
Student Summer Employee	\$17.4966	\$18.0214	\$18.9445	\$20.5428	\$21.1591	\$21.7939
System Operator Trainee I	\$40.1726	\$41.3778	\$43.3009	\$44.5999	\$45.9379	\$47.3160
System Operator Trainee II	\$45.1852	\$46.5202	\$48.4433	\$49.8966	\$51.3935	\$52.9353
System Operator Trainee III	\$52.6285	\$54.2074	\$56.1305	\$57.8144	\$59.5488	\$61.3353
System Operator	\$58.4267	\$58.1226	\$60.0457	\$61.8471	\$63.7025	\$65.6135
Tool Room Maintenance Man	\$51.8487	\$53.4042	\$55.3273	\$56.9871	\$58.6967	\$60.4576
Trouble Clerk	\$52.6330	\$54.2120	\$56.1351	\$57.8191	\$59.5537	\$61.3403
Troublemaker	\$55.6013	\$57.6401	\$59.5632	\$61.3501	\$63.1906	\$65.0864
Utility Meter Reader 1	\$28.2996	\$29.1485	\$31.0716	\$32.0037	\$32.9638	\$33.9528
Utility Meter Reader 2	\$30.1017	\$31.0048	\$32.9279	\$33.9157	\$34.9332	\$35.9812
Utility Meter Reader Over 2 Years (in position prior to 10/1/14)*	\$35.1864	\$36.2214	\$38.1445	\$39.2888	\$40.4675	\$41.6815
Final Meter Reader	\$41.2908	\$42.5295	\$44.4526	\$45.7862	\$47.1598	\$48.5746
Utility Meter Reader Foreman (in position prior to 10/1/16)**	\$48.0389	\$49.4801	\$51.4032	\$52.9453	\$54.5336	\$56.1696
Utility Meter Reader Foreman	\$28.8131	\$29.4715	\$31.3946	\$32.3364	\$33.3065	\$34.3057
Utility Water Meter Reader 1	\$20.6336	\$21.2525	\$23.1756	\$23.8709	\$24.5870	\$25.3246
Utility Water Meter Reader 2	\$23.8110	\$24.5253	\$26.4484	\$27.2419	\$28.0591	\$28.9009
*Only valid for those employees in the position prior to 10/1/14						
**Only valid for those employees in the position prior to 10/1/16						
Apprentice Wages *						
1st Year 50% Journeyman Rate	\$26.3166	\$27.1060	\$28.0875	\$28.9090	\$29.7766	\$30.6702
2nd Year 60% Journeyman Rate	\$31.6798	\$32.6272	\$33.6811	\$34.6916	\$35.7322	\$36.8042
3rd Year 75% Journeyman Rate	\$39.4747	\$40.6590	\$42.1019	\$43.2844	\$44.6853	\$46.0052
4th Year 90% Journeyman Rate	\$47.3897	\$48.7808	\$50.5210	\$52.0372	\$53.5983	\$55.2083
*Apprentice wages are % of Journeyman per contract						

10-10-2023

ORDINANCE FACT SHEET

DATE OF 1st READING: 5/19/2026

OFFICE REQUESTING: Human Resources

CONTACT PERSON: Nicholas Correll

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 OF AN AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, OFFICE OF PUBLIC UTILITIES AND IBEW LOCAL UNION NO. 193 EFFECTIVE OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2029.

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: 10/1/2025 - 9/30/2029 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	SEE ATTACHED				
3					
4					

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)
Contract, summary of changes, and fiscal impact review.

STAFF ANALYSIS

The prior contract expired on September 30, 2025 with IBEW 193. This is a new collective bargaining agreement for a four (4) year term. This agreement has been voted on and approved by the Union.

FUNDS CHECK BY: Shobe, Jaime Digitally signed by Shobe, Jaime
Date: 2026.05.05 09:34:17 -05'00'


Date: _____

DIRECTOR / SUPERVISOR: Scott M. Rogers Digitally signed by Scott M. Rogers
Date: 2026.05.05 10:58:40 -05'00'

Date: _____

CITY PURCHASING AGENT:

Date: _____

SIGN OFF: 

Ramona Metzger Digitally signed by Ramona Metzger
Date: 2026.05.05 10:32:29 -05'00'

(Mayor's Signature)

(Director of OBM)

The information supplied on this form is not confidential information.

2026-266

AN ORDINANCE AUTHORIZING PAYMENT TO JOHN HILDEBRAND, A CITY OF SPRINGFIELD PUBLIC WORKS FOREMAN, FOR SETTLEMENT OF A WORKERS' COMPENSATION CLAIM NUMBER 25-WC-030799 IN AN AMOUNT NOT TO EXCEED \$82,223.00

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, John Hildebrand works as a Public Works Foreman for the City of Springfield hired January 20, 1998; and

WHEREAS, on October 16, 2023, Mr. Hildebrand filed a workers' compensation claim and is willing to settle his claim for case no. 25-WC-030799 in the amount of \$82,223.00 representing a permanent partial disability equivalent to approximately 20% loss of use of the man as a whole; and

WHEREAS, Livingstone, Mueller, Bima & Murphy, P.C., the City's workers' compensation advisors have recommended that settlement of Mr. Hildebrand workers' compensation claim for case number 25-WC-030799 in an amount not to exceed \$82,223.00 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 \$82,223.00 to John Hildebrand, a Public Works Foreman, for workers compensation case for claim number 25-WC-030799, representing a permanent partial disability equivalent to approximately 20% loss of use of the man 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 \$82,223.00 from Account Number 074-107-BMGT-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

SIGNED: _____, 2026

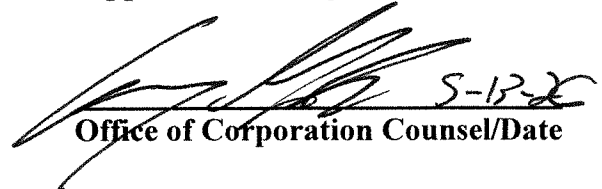
RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher _____



Office of Corporation Counsel/Date

ORDINANCE FACT SHEET FOR WORKERS' COMPENSATION CLAIMS

CASE INFORMATION:

WORKERS' COMPENSATION CASE#: 25WC030799

WORKERS' COMPENSATION CLAIM #: W004232963

WORKERS' COMPENSATION COMMISSION DECISION#:

TYPE OF ORDINANCE: WORKERS' COMPENSATION SETTLEMENT
 WORKERS' COMPENSATION AWARD

TYPE OF AWARD/CASE: DEATH
 PERMANENT PARTIAL DISABILITY
 PERMANENT TOTAL DISABILITY
 WAGE DIFFERENTIAL

LAW FIRM HANDLING CASE & CONTACT PERSON: Livingstone, Mueller, Bima & Murphy, P.C.
L. Robert Mueller

NAME OF EMPLOYEE: John Hildebrand

DEPARTMENT: Public Works

JOB TITLE: Foreman

STATUS: CURRENT EMPLOYEE FORMER EMPLOYEE

DATE OF ACCIDENT: 10/16/23

DESCRIPTION OF ACCIDENT: At stoplight, vehicle struck by a car

ATTORNEY: Charles H. Delano, IV, Delano Law Offices

% OF LOSS OF USE: 20% MAW (left shoulder surgery), \$82,223.00

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

OEA

OBM

R. Mealy

2026-267

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
DATE OF 1ST READING: 05/08/2026

OFFICE REQUESTING: Corporation Counsel CONTACT PERSON: Greg Moredock
PHONE NUMBER: 789-2393

EMERGENCY PASSAGE: No If yes, explain justification.

TYPE OF ORDINANCE: Work Comp Settlement FISCAL IMPACT: \$82,223.00
(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT TO JOHN HILDEBRAND, A CITY OF SPRINGFIELD PUBLIC WORKS FOREMAN, TO SETTLE A WORKERS' COMPENSATION CLAIM FOR CASE # 25WC030799 THE AMOUNT OF \$82,223.00

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

CONTRACTOR / VENDOR NAME: John Hildebrand and Charles Delano, Delano Law Offices VENDOR NO: _____
CONTRACT TERM: _____ Change in Scope Yes No

CONTRACT AMOUNT:

(Original amount if change order)

 Change Order #

Additional Amount

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

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

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount	
1	074	107	BGMT	WCMP	2205	\$82,223.00
2			BGMT			
3						
4						

FUNDS CHECK BY: Lenae Pukington Date: 05/08/2026
DIRECTOR / SUPERVISOR SIGNATURE _____ Date: _____
CITY PURCHASING AGENT: _____ Date: _____

COMMENTS

John Hildebrand, hired on January 20th 1998 as a City of Springfield Employee at Public Works and reported a work injury on October 16th 2023. Mr.Hildebrand filed a workers compensation claim (25WC030799) and is willing to settle in the amount of \$82,223.00. Livingstone, Mueller , Bima & Murphy. P.C. the city's legal advisors, also recommend payment in the amount of \$82,223.00 to settle (25WC030799).

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

2026-267

AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$24,517.75, IN ORDER TO RETURN THE ICJIA GRANT NO. 422045 BUDGET LINES TO THE ACTUAL REMAINING BALANCE IN ACCORDANCE WITH THE ORIGINAL BUDGET, 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 previously passed ordinance 423-10-25 authorizing a subrecipient agreement and supplemental appropriation in the amount of \$199,770.00 with Visions 1908 pursuant to funds received from ICJIA to fund the second chance program; and

WHEREAS, the Office of Planning and Economic Development is requesting a supplemental appropriation to return the ICJIA grant no. 422045 budget lines to correct fund balance based on the original grant budget, recovering the budgeted funds for planned FY26 expenses that were not incurred in the amount of \$24,517.75.

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

Section 1: That the City Council hereby authorizes a supplemental appropriation in the amount of \$24,517.75 for the Office of Planning and Economic Development to return the second chance program budget lines to the correct fund balance based on the original grant budget, recovering the budgeted funds for planned FY26 expenses that were not incurred.

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

EXPENDITURE ACCOUNT	AMOUNT
001-111-DEVL-VISN-2111	\$24,517.75
REVENUE ACCOUNT	AMOUNT
001-111-DEVL-VISN-0180	\$24,517.75

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

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher


Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Office of Economic Planning & De

CONTACT PERSON: Angela Bontemps

PHONE NUMBER: 217-789-2191 x6220

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

FISCAL IMPACT: \$24,517.75

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING SUPPLEMENTAL APPROPRIATION FOR \$24,517.75 IN ORDER TO RETURN THE ICJIA GRANT NO. 422045 BUDGET LINES TO THE ACTUAL REMAINING BALANCE IN ACCORDANCE WITH THE ORIGINAL BUDGET

CONTRACTOR / VENDOR NAME: Visions 1908 VENDOR NO: VC8905

CONTRACT TERM: 07/01/2025-06/30/2026 Change in Scope Yes No

CONTRACT AMOUNT: \$199,770
 (Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

Previous Ord #'s 422.10.25 & 423.10.25

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

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1	001	111	DEVL	VISN	0180 \$24,517.75
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1	001	111	DEVL	VISN	2111 \$24,517.75
2					
3					
4					

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

STAFF ANALYSIS

OPED IS REQUESTING A SUPPLEMENTAL APPROPRIATION IN ORDER TO RETURN THE SECOND CHANCE PROGRAM BUDGET LINES TO THE CORRECT FUND BALANCE BASED ON THE ORIGINAL GRANT BUDGET, THUS RECOVERING THE BUDGETED FUNDS FOR PLANNED FY26 EXPENSES THAT WERE NOT INCURRED.

FUNDS CHECK BY: Pilkington, Lenee

Digitally signed by Pilkington, Lenee
 DN: cn=Pilkington, Lenee, o=City of Springfield, ou=City of Springfield, email=Lenee.Pilkington@springfield.il.gov, Date: 2025.04.30 10:28:08 -0500

DIRECTOR / SUPERVISOR: Amy Rasing

Digitally signed by Amy Rasing
 Date: 2025.04.30 09:43:07 -0500

CITY PURCHASING AGENT: _____

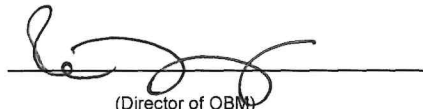
Date: _____

Date: _____

Date: 4/30/2026

SIGN OFF: _____


 (Mayor's Signature)


 (Director of OBM)

2026-268

AN ORDINANCE ACCEPTING THE PROPOSAL WITH JOHNSON CONTROLS, QUOTE REFERENCE NO. 1-1R56DQ78, FOR A METASYS ENGINE REPLACEMENT IN MUNICIPAL CENTER WEST FOR AN AMOUNT NOT TO EXCEED \$27,760.00, FOR THE OFFICE OF BUDGET AND MANAGEMENT

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

WHEREAS, Johnson Controls has the expertise and knowledge to perform the work of installing a Metasys Engine in an amount not to exceed \$27,760.00; 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, it is in the best interest of the City to accept the proposal for a Metasys Engine which includes disconnecting and removing the failed NCE supervisory/filled controller and IOM expansion module and to install a new panel with a SNE supervisory controller for Municipal Center West Quote Reference No. 1-1R56DQ78 for a Metasys Engine; and

WHEREAS, a copy of the proposal is 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 proposal with Johnson Controls, Quote Reference No. 1-1R56DQ78 in the amount not to exceed \$27,760.00 for a Metasys Engine which includes disconnecting and removing the failed NCE supervisory/filled controller and IOM expansion module to install a new panel with a SNE supervisory controller for Municipal Center West. The Mayor and City Clerk are authorized to execute the contract on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay Johnson Controls, Inc. an amount not to exceed \$27,760.00 from account number 001-107-GENC-VARI-1205 upon satisfactory performance of the proposal.

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



Office of Corporation Counsel/Date



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

MEMORANDUM

TO: Joshua Cottrill

FROM: Anthony Quinones – Assistant Purchasing Agent

DATE: May 4, 2026

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet concerning Johnson Controls disconnect, removal and replacement of failed NCE supervisory/field controller for MCW in an amount not to exceed \$27,760.00 for the Office of Budget 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.

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Office of Budget & Management

CONTACT PERSON: Joshua Cottrill

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

PHONE NUMBER: 217-789-2255 x6238

FISCAL IMPACT: \$27,760.00

SUGGESTED TITLE: AN ORDINANCE ACCEPTING THE PROPOSAL BY JOHNSON CONTROLS FOR A METASYS ENGINE REPLACEMENT IN MUNICIPAL CENTER WEST FOR AN AMOUNT NOT TO EXCEED \$27,760.00

CONTRACTOR / VENDOR NAME: Johnson Controls VENDOR NO: VC8330

CONTRACT TERM: _____ Change in Scope Yes No

CONTRACT AMOUNT: \$27,760.00
(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: Profess Servic
- 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	1205	\$27,760.00
2						
3						
4						

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

Johnson Controls Quote Reference Number 1-1R56DQ78

STAFF ANALYSIS

The ordinance will accept Johnson Controls proposal to disconnect and remove the failed NCE supervisory/field controller and IOM expansion module and install a new panel with a SNE supervisory controller for Municipal Center West.

FUNDS CHECK BY: Pilkington, Lenee Digitally signed by Pilkington, Lenee
DN: cn=Pilkington, o=City of Springfield, ou=City of Springfield, email=Lenee.Pilkington@springfield.il.us
Date: 2026.04.28 11:27:11 -0500

DIRECTOR / SUPERVISOR:

CITY PURCHASING AGENT: _____

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

Date: _____

Date: _____

Date: 5/4/2026

(Director of OBM)

The information supplied on this form is not confidential information.

2026-269

AN ORDINANCE AUTHORIZING PAYMENT FOR AN ANNUAL SUBSCRIPTION TO EMERGENCY SERVICES ORGANIZATION (“ESO”) TO PROVIDE REPORTING SOFTWARE AND SUPPORT SERVICES, 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 City Council previously passed ordinance 396-07-25 authorizing the acceptance of a proposal from Emergency Services Organization (“ESO”) in an amount not to exceed \$81,657.11 to provide annual maintenance for emergency response and record keeping software;

WHEREAS, the Springfield Fire Department wishes to renew this contract with ESO for an amount not to exceed \$89,528.27 to provide annual maintenance for emergency response and record keeping software; 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 38.38(a) and / or 38.41 pertaining to Competitive Sealed Proposals; and

WHEREAS, pursuant to the above determination, the City Purchasing Agent recommends purchase of the ESO software subscription in an amount not to exceed \$89,528.27 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 hereby authorizes the payment to Emergency Services Organization (ESO) for a software subscription in an amount not to exceed \$89,528.27 for the Springfield Fire Department. 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 Emergency Services Organization (ESO) in an amount not to exceed \$89,528.27 from account 001-108-FIRE-FOPR-1606.

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

PASSED: _____, 2026

SIGNED: _____, 2026

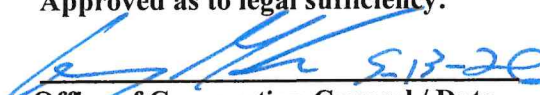
RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher



Office of Corporation Counsel / Date



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

MEMORANDUM

TO: Alivia Carrigan

FROM: Anthony Quinones – Assistant Purchasing Agent 

DATE: May 4, 2026

SUBJECT: Request for Exemption from Competitive Bidding

I have reviewed the Ordinance Fact Sheet concerning Emergency Services Organization for annual subscription in support of emergency response reports completion and software support services in an amount not to exceed \$89,528.27 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.



Invoice

Please send payments to:
ESO Solutions, Inc.
PO Box 738310
Dallas, TX 75373-8310

Date 05/01/2026
Invoice# ESO-197821
Terms Due on Subscription Start
Due Date 06/13/2026
PO#

Bill To
Springfield Fire Department
825 East Capitol Avenue
Springfield IL 62701
United States
alivia.carrigan@springfield.il.us

Ship To
Springfield Fire Department
825 East Capitol Avenue
Springfield
IL 62701
US

Item	From	To	Qty	UOM	Total
ESO Fire Incidents Includes Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades.	06/13/2026	06/12/2027	12	Stations	\$13,532.64
ESO EHR Suite Patient care reporting suite, includes EHR web and mobile client, Quality Management, AdHoc Reports, Analytics, Patient Tracker. Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades.	06/13/2026	06/12/2027	26,266	Incidents	\$29,276.34
EHR Cardiac Monitor Integration Cardiac monitors integration. Allows for import of cardiac monitor data via local or cloud integration. Ongoing maintenance included. Unlimited connections.	06/13/2026	06/12/2027	26,266	Incidents	\$1,499.13
EHR Fax Enables faxing of patient care records to destination facilities.	06/13/2026	06/12/2027	26,266	Incidents	\$2,083.73
EHR CAD Integration Interface to integrate CAD data into EHR mobile and web application. Includes ongoing maintenance and support. Additional fees from your CAD vendor may apply.	06/13/2026	06/12/2027	26,266	Incidents	\$3,467.09
ESO Asset Management Web-based asset management for Fire and EMS.	06/13/2026	06/12/2027	51	Vehicles	\$12,728.09
ESO Inventory - Fire and Fire/EMS Agencies Web-based inventory management software for Fire and EMS.	06/13/2026	06/12/2027	26,266	Incidents	\$7,776.78
ESO Checklists Web-based apparatus checklist for Fire and EMS.	06/13/2026	06/12/2027	51	Vehicles	\$6,361.15
On Demand Learning Unlimited, online training for all ESO products.	06/13/2026	06/12/2027	250	Employees	\$5,782.34
Fire Data API Data API to access account data in the ESO Fire RMS suite.	06/13/2026	06/12/2027	18,000		\$3,718.73
ESO Scheduling - API/Third-Party Interface Interface of scheduling data to a non-ESO ePCR or Fire records system.	06/13/2026	06/12/2027	220	Employees	\$3,302.25

2026-270



Please send payments to:
 ESO Solutions, Inc.
 PO Box 738310
 Dallas, TX 75373-8310

Invoice

Date: 05/01/2026
 Invoice#: ESO-197821
 Terms: Due on Subscription Start
 Due Date: 06/13/2026
 PO#:

Invoice Message:

ACH/EFT bank information:
 JP Morgan Chase
 Routing: 111000614
 Account Number: 577211926

Check Remittance lockbox address:
 ESO Solutions, Inc.
 PO Box 738310
 Dallas, TX 75373-8310

Total (Without Tax):	USD	\$89,528.27
Tax:	USD	\$0.00
Grand Total:	USD	\$89,528.27
Amount/Paid/Credit:	USD	\$0.00
Total Recurring:	USD	\$89,528.27
Total One-Time:		
Total Due (Check/ACH):	USD	\$89,528.27
3% Credit Card/P-Card Fee:	USD	\$2,685.85
Total Due (Credit Card/P-Card):	USD	\$92,214.12

Please submit payment remittances to accountsreceivable@eso.com to ensure correct invoice application.

Amounts invoiced are per your agreement(s) which may include annual uplift and an increase in quantities based on usage overages. Your payment of this invoice serves as acceptance of such increases.

Questions? Contact: AccountsReceivable@eso.com 866-766-9471 option 8

Tax ID: 36-4566209

ESO will never e-mail you soliciting payment information. Please call us or e-mail AccountsReceivable@eso.com if you have any questions or wish to make a change.

This invoice presents the total net price of the product(s) and/or service(s) which is inclusive (net) of any discount. As the buyer of such product(s)/service(s), you may have additional reporting obligations to federal or state health care programs (including pursuant to 42 CFR 1001.952(h)) and/or upon inquiry by the HHS Secretary or other state or federal agencies. As the buyer, you must adhere to any other relevant federal or third-party payer requirements.



For a 3% fee, Pay via Card

Direct Card Payment Link: https://app.suitesync.io/payments/acct_1FelgtGvY2g6ha8S/custinvc/9514262/?amount=9221411.81

Pay via Online Bank Transfer

Direct Bank Transfer Link: https://app.suitesync.io/payments/acct_1FelgtGvY2g6ha8S/custinvc/9514262/?card=false

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Springfield Fire Department

CONTACT PERSON: Alivia Carrigan

PHONE NUMBER: 217-788-8473ex4509

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

FISCAL IMPACT: \$89,528.27

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING PAYMENT FOR AN ANNUAL SUBSCRIPTION TO EMERGENCY SERVICES ORGANIZATION (ESO) FOR THE SPRINGFIELD FIRE DEPARTMENT TO PROVIDE REPORTING SOFTWARE AND SUPPORT SERVICES

CONTRACTOR / VENDOR NAME: Emergency Services Organization VENDOR NO: VC0000008075

CONTRACT TERM: Annual Contract Change In Scope Yes No

CONTRACT AMOUNT: \$89,528.27
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

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

Previous Ord #'s 396-07-25

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	1606	\$89,528.27
2						
3						
4						

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

Invoice ESO-168500

STAFF ANALYSIS

ESO is used by the Springfield Fire Department to complete emergency response reports. This purchase is an annual expense budgeted.

FUNDS CHECK BY:

DIRECTOR / SUPERVISOR: _____

CITY PURCHASING AGENT: _____

SIGN OFF: _____

(Mayor's Signature)

Date: _____

Date: 5-4-26

Date: 5/4/26

(Director of OBM)

AN ORDINANCE AUTHORIZING A CONTRACT OF QUOTE NO. 139593 WITH LAW ENFORCEMENT TARGETS D/B/A ACTION TARGET TO CONSTRUCT AND UPGRADE THE SPRINGFIELD POLICE ACADEMY OUTDOOR TARGET RANGE IN AN AMOUNT NOT TO EXCEED \$165,296.00, FOR THE SPRINGFIELD POLICE DEPARTMENT

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

WHEREAS, the Springfield Police Department desires to accept the contract of Quote No. 139593 with Law Enforcement Targets d/b/a Action Target Range to construct and upgrade the Springfield Police Academy Outdoor Target Range in the amount not to exceed \$165,296.00, and

WHEREAS, the said contract will also include turning targets, controls, knee wall, training, and a 3-yr warranty; 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 38.38(a) pertaining to Competitive Sealed Proposals; and

WHEREAS, a copy of the contract range proposal quote no. 139593 with Law Enforcement Targets d/b/a Action Target shall be on file in the Office of the City Clerk.

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

Section 1: That the City Council hereby authorizes the contract of Quote No. 139593 with Law Enforcement Targets d/b/a Action Target to construct and upgrade the Springfield Police Academy Outdoor Target Range which also includes turning targets, controls, knee wall, training, and a 3-yr warranty, in the amount not to exceed \$165,296.00. The Mayor and City Clerk are hereby authorized to execute any necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay Law Enforcement Targets d/b/a Action Target (0LAW2509) an amount not to exceed \$165,296.00 from Account Number 001-112-POLC-POPR-1507.

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

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher



Office of Corporation Counsel/Date



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

MEMORANDUM

TO: Calvin Gaskill

FROM: Anthony Quinones - Assistant Purchasing Agent

DATE: April 28, 2026

SUBJECT: Joint Contract Determination

I have reviewed the Ordinance Fact Sheet concerning Law Enforcement Target dba Action Target for construction and upgrade of the Springfield Police Academy Outdoor Target Range in an amount not to exceed \$165,296.00 for the Springfield Police Department

Sourcewell Joint Purchase Contract # 102325-ATG.

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.

PRICING TABLES

OUTDOOR RANGE TARGET SYSTEMS	Price
20 Lane 100 Yard Outdoor Range - 100' wide	\$181,825.00
<p>(20) FTTS, Electric 360 Degree Turning Target</p> <ul style="list-style-type: none"> • Red, blue and white LED on board lighting • Extreme weather resistance • 360 degree electric turning target system • Ballistic shield protection • Redundant controls: fixed touchscreen, wireless tablet • Requires (2) 120 v 16 FLA power supplies down range. (Not included by ATI) • (1) up range 120v 16 FLA power supplies (Not included by ATI) 	
<p>SmartRange Axis - Range Controls – US Patent 10876821B2</p> <ul style="list-style-type: none"> • (1) Fixed Master Control Screen to simultaneously control all lanes • (2) Wireless Tablet Control Screens • Program/Lane management tool which allows training staff to run all lanes from a wireless tablet. • Allows for the creation of new programs which can be saved to individual files. • Lane management tool to allow range staff to schedule lane time and provides the RSO real time information for safety and training. 	
<p>Knee Wall:</p> <ul style="list-style-type: none"> • 3/8" AR500 Steel • Rifle Rated protection • Rubber Facia 	
<p>Action Target Factory Installation - Does not include Prevailing Wages if required Full Training of Range Staff Ground Freight Assumes Tax Exempt (tax exempt certificate required)</p>	
<p>Trusted Partner 3-Year Warranty</p> <ul style="list-style-type: none"> - Comprehensive Trusted Partner Warranty covers both parts and labor due to manufacturing or product defects. 	\$0.00
Sourcewell Cooperative Procurement Contract (Action Target 102325-ATG) Discount	-\$16,529.00
Total	\$165,296.00

2026-271

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Springfield Police Department

CONTACT PERSON: Kalvin Gaskill

PHONE NUMBER: 217-788-8345 x4314

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

FISCAL IMPACT: \$165,296.00

SUGGESTED TITLE: Ordinance Authorizing Contract with Action Target to construct and upgrade the Springfield Police Academy Outdoor Target Range in an amount not to exceed \$165,296.00 for the Springfield Police Department

CONTRACTOR / VENDOR NAME: Law Enforcement Targets dba Action Target VENDOR NO: 0LAW2509

CONTRACT TERM: _____ Change in Scope Yes No

CONTRACT AMOUNT: \$165,296.00
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

- Low Bid
- Low Bid Meeting Specs
- Low Evaluated Bid
- Other: 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	112	POLC	POPR	1507	165,296.00
2						
3						
4						

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

Range Proposal quote#139593

STAFF ANALYSIS

Ordinance Authorizing contract with Law Enforcement Targets dba Action Target to construct and upgrade the 20 lane 100 yard outdoor target range at the Springfield Police Academy. To include turning targets, Controls, Knee Wall, Training and a 3 year warranty. This was budgeted as an Initiative for the FY27 SPD Budget.

FUNDS CHECK BY: Lenee Pilkington

Date: 04/27/2026

DIRECTOR / SUPERVISOR: [Signature]

Date: 4/27/26

CITY PURCHASING AGENT: [Signature]

Date: 4/28/2026

SIGN OFF: _____
(Mayor's Signature) GEH

(Director of OBM)

The information supplied on this form is not confidential information.

AN ORDINANCE AUTHORIZING PAYMENT IN THE AMOUNT OF \$185,000.00 TO RICHLAND COMMUNITY COLLEGE D/B/A MACON COUNTY LAW ENFORCEMENT TRAINING CENTER IN FY2027, 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 utilizes Richland Community College d/b/a Macon County Law Enforcement Training Center for training purposes of new recruits; and

WHEREAS, it is necessary to authorize payment, in the amount of \$185,000.00, to the Richland Community College d/b/a Macon County Law Enforcement Training for tuition fees for all Springfield Police Department recruits in FY2027.

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

Section 1: That the City Council hereby authorizes payment of \$185,000.00 to the Richland Community College d/b/a Macon County Law Enforcement Training Center for tuition fees for all Springfield Police Department recruits in FY2027. 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 the Richland Community College d/b/a Macon County Law Enforcement Training Center (ORIC3714) in an amount not to exceed \$185,000.00 from account number 001-112-POLC-POPR-1229.

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

 5-13-20

Office of Corporation Counsel / Date



Macon County Law Enforcement Training Center
 1095 Rotary Way
 Decatur, IL 62521

Invoice

Date	Invoice #
4/29/2026	26-1761

Bill To
Springfield Police Department 800 E Monroe St Springfield IL 62701

Account #		116479		Due Date		4/29/2026	
Date	Item	Quantity	Description	Unit	Rate	Amount	
4/29/26	BLEA Tuition	13	RC26-28 1/4-4/24/26 Arnold, Bloome, Carr, Dailey, Fairlee, Finley, Galassi, Garnett, Goetz, Harrell, Kirberg, Summer and Woolsey Tuition includes lodging, meals, wearables, supplies and ammunition		8,140.00	105,820.00	
	OC Spray	13	Elective		50.00	650.00	
	BLEA Tuition	-1	Thank you for providing an advisor for RC25-27		8,140.00	-8,140.00	
	BLEA Tuition	-1	Thank you for providing an advisor for RC26-28		8,140.00	-8,140.00	
			Please make check payable to Macon County Law Enforcement Training Center, 1095 W Rotary Way, Decatur, IL 62521				

Total	\$90,190.00
--------------	-------------

E-mail
mpounder@richland.edu

2026-272



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

MEMORANDUM

TO: Calvin Gaskill

FROM: Anthony Quinones – Assistant Purchasing Agent K

DATE: May 4, 2026

SUBJECT: Request for Exemption from Competitive Bidding

I have reviewed the Ordinance Fact Sheet concerning Richland Community College for payment to cover tuition costs for all new SPD Recruits in FY2027 in an amount not to exceed \$185,000.00 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.

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Springfield Police Department

CONTACT PERSON: Kalvin Gaskill

PHONE NUMBER: 217-788-8345 x4314

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

FISCAL IMPACT: \$185,000.00

SUGGESTED TITLE: An Ordinance Authorizing Payment to Richland Community College in an Amount Not To Exceed \$185,000.00 for the tuition costs of all SPD Recruits enrolled in the Macon County Law Enforcement Training Center in FY2027 for Springfield Police Department

CONTRACTOR / VENDOR NAME: Richland Community College VENDOR NO: ORIC3714

CONTRACT TERM: 3/1/2026-2/28/2027 Change in Scope Yes No

CONTRACT AMOUNT: \$185,000.00
(Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one)

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

Previous Ord #'s _____

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	001	112	POLC	POPR	1229	185,000.00
2						
3						
4						

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

First Recruitment Class Invoice for 13 recruits

STAFF ANALYSIS

Ordinance Providing Payment for Tuition Fees for all SPD Recruits FY27.

FUNDS CHECK BY: Lenee Pilkington

Date: 05/04/2026

DIRECTOR / SUPERVISOR: [Signature]

Date: 5/4/26

CITY PURCHASING AGENT: [Signature]

Date: 5/4/2026

SIGN OFF: _____

[Signature]
 (Director of OBM)

(Mayor's Signature)

The information supplied on this form is not confidential information.

2026-272

AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$515,360.00, TO REAPPROPRIATE REMAINING BALANCE OF THE DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY, LOCAL TOURISM AND CONVENTION FUNDS GRANT NO. 26-751029 INTO THE FY27 BUDGET IN ACCORDANCE WITH THE ORIGINAL GRANT AWARD

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, City Council previously passed Ordinance No. 508-12-25 to promote activities designed to encourage travel to and within Illinois and requested a supplemental appropriation in the amount of \$521,955.00 beginning July 1, 2025, through June 30, 2026; and

WHEREAS, the Springfield Convention and Visitors Bureau is requesting to reappropriate supplemental appropriation remaining balance of \$515,360.00 for Grant No. 26-751029 into the FY27 budget in accordance with the original award; and

WHEREAS, the City and County are developing a new regional transportation hub that includes an advanced, interactive digital wayfinding and visitor engagement feature designed to promote regional tourism, economic development, and visitor spending; and

WHEREAS, it is in the best interest of the City to accept the reappropriation of supplemental for the remaining balance of \$515,360.00 into the FY27 budget in accordance with the original grant award; and

WHEREAS, the agreement shall be located in the Office of the City Clerk and identified as Grant No. 26-751029.

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

Section 1: That the City Council hereby accepts Grant No. 26-751029 for the reappropriation of supplemental for the remaining balance of \$515,360.00 into the FY27 budget in accordance with the original grant award. The Mayor and City Clerk are hereby authorized to execute said grant agreement and any other documents necessary regarding said grant on behalf of the City of Springfield.

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

INTO EXPENDITURE ACCOUNTS	AMOUNT
021-114-VIST-VIST-1102	\$250,730.00
021-114-VIST-LT26-1209	\$50,000.00
021-114-VIST-LT26-1226	\$212,130.00
021-114-VIST-LT26-1232	\$2,500.00
TOTAL	\$515,360.00

Section 3: That this ordinance shall become effective immediately after its passage and publication in pamphlet form.

PASSED: _____, 2026

SIGNED: _____, 2026


RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher



Office of Corporation Counsel /Date

DRAFT INTERGOVERNMENTAL AGREEMENT

**Between Sangamon County, Illinois and the City of Springfield, Illinois
Regarding Tourism Content Sharing and Interactive Wayfinding Platform**

This Intergovernmental Agreement (“Agreement”) is made and entered into by and between **Sangamon County, Illinois (“County”)**, and the **City of Springfield, Illinois (“City”)**, collectively referred to as the “Parties.”

This Agreement, effective on the date signed by the Parties, is entered into pursuant to the authority granted under the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), which authorizes units of local government to cooperate and contract with one another to perform public functions.

RECITALS

WHEREAS, the City, through its tourism and convention department and the official destination marketing platform located at **visitspringfieldillinois.com**, curates and maintains tourism content designed to promote attractions, events, accommodations, dining and visitor experiences within the City and Sangamon County; and

WHEREAS, the City and County are developing a new regional Transportation Hub that includes an advanced, interactive digital wayfinding and visitor engagement feature designed to promote regional tourism, economic development and visitor spending; and

WHEREAS, the County has contracted with Mood Media (“Vendor”) to design and build the interactive platform and associated technology; and

WHEREAS, the Parties share a mutual interest in enhancing visitor engagement, encouraging longer stays, increasing overnight visits and supporting local businesses and historic institutions throughout the region; and

WHEREAS, the Parties desire to enter into a cooperative agreement to allow the County to utilize tourism content developed and maintained by the City for the purpose of supporting the regional visitor experience;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

SECTION 1. PURPOSE

The purpose of this Agreement is to establish a cooperative partnership through which the City will provide tourism-related content to the County for use in an interactive digital wayfinding system (“platform”) located at the regional Transportation Hub. The shared objective is to:

1. Promote visitor attractions and experiences throughout the City and County.
2. Encourage extended visitor stays, including additional overnight stays.
3. Increase economic impact through enhanced tourism engagement.
4. Drive traffic to local attractions, businesses, events and destinations.

SECTION 2. CONTENT SHARING AND ACCESS

2.1 Website Content

The City agrees to grant the County and its Vendor access to tourism content currently published and maintained on the City's official tourism website, including but not limited to:

- Attraction listings
- Event information
- Dining, lodging and retail directories
- Visitor itineraries
- Maps and wayfinding information
- Articles and curated content
- Accessibility and transportation resources

Such content may be accessed through available digital feeds, APIs, downloads or other mutually agreed methods.

2.2 Archived Materials

The City also agrees, subject to availability and rights clearance, to provide the County with:

- Video files
- Photographs
- Promotional assets
- Archived tourism and marketing content
- Digital media supporting regional tourism promotion

The City will make reasonable efforts to identify and share materials suitable for public display.

2.3 Original Content

Vendor may utilize original content on the platform to advance the Purpose and Recitals in this Agreement, but the Parties are not required to create or provide such original content, nor are they expected to cover the cost of any original content not specified in Section 2.1 or 2.2.

SECTION 3. USE OF CONTENT

3.1 Permitted Use

The County may use the City's content solely for:

- Display on the interactive wayfinding wall and related digital platforms;
- Visitor engagement and tourism promotion;
- Regional economic development and destination marketing.

3.2 Attribution

The County agrees to provide appropriate recognition and attribution to the City and its tourism division as the original source of the content when feasible. The Parties mutually agree, beginning on the effective date of this Agreement, to collaborate reasonably with each other and with Vendor to identify any specific attribution requirements and clearly define the size, placement and style of any logos, text and images, to ensure they can be integrated harmoniously into the user interface.

SECTION 4. ROLE OF VENDOR

4.1 The County's Vendor, Mood Media, in collaboration with the Parties, will develop a timeline for the implementation of the platform and share that timeline with the Parties. The timeline may be modified as needed, and all Parties will receive copies of all modified timelines. At a time mutually agreed upon by the Parties and Vendor, County will announce a go-live date for the platform, and Vendor must meet this deadline.

4.2 Vendor is authorized to work directly with designated City personnel to:

- Integrate tourism content into the platform;
- Develop interactive and engaging visitor experiences;
- Ensure technical compatibility and security;
- Maintain the digital infrastructure.

4.3 In circumstances where designated City personnel are unavailable or unresponsive, and Vendor makes reasonable and several attempts to get necessary information, content or direction from the Parties, and in which certain project timelines may be in jeopardy due to the

unavailability or unresponsiveness of the City, Vendor may take limited, reasonable action to advance the implementation of the platform. In such cases, Vendor will notify the Parties what action it has taken in accordance with this section.

4.4 In situations where Vendor becomes unavailable or unresponsive to either of the Parties, and either the City or County makes reasonable and several attempts to get requested information or direction from the Vendor, either Party may take reasonable action to advance the implementation of the platform and to specify corrective action required of the Vendor, while allowing Vendor a reasonable opportunity to respond to the corrective action.

4.5 The Vendor shall comply with all confidentiality, copyright and data protection requirements related to City content and made known to the Vendor by the City.

SECTION 5. INTELLECTUAL PROPERTY AND RIGHTS

5.1 Ownership

All original content on the City's websites remains the property of the City or its respective rights holders. This Agreement does not transfer ownership.

5.2 Licensing

The City grants the County a non-exclusive, irrevocable, royalty-free license to use the content for the purposes outlined in this Agreement.

5.3 Third-Party Rights

The City acknowledges it may need to take additional steps to ensure that third-party rights are secured for all content shared on the platform. Because it is the responsibility of the City to secure all necessary rights for the content, neither the County nor the Vendor shall be held liable for any third-party claims regarding content shared on the platform, and the City shall defend and indemnify the County and Vendor against such third-party claims to the fullest extent allowed under Illinois law.

5.4 User-Generated Data

The County will own all user-generated data gathered from the platform, will use the data for marketing and operational purposes and may share the data with the City. The County and Vendor will use, share and protect this data in accordance with all applicable privacy laws.

SECTION 6. COLLABORATION AND GOVERNANCE

The Parties agree to:

- Designate a primary liaison from each organization;
- Meet periodically to review performance, user engagement and content priorities;
- Identify opportunities to highlight events, seasonal promotions and new attractions.

SECTION 7. COSTS AND FUNDING

Unless otherwise agreed in writing:

- Each Party shall bear its own costs associated with fulfilling its responsibilities under this Agreement.
- The County shall be responsible for all costs related to the design, fabrication, installation, operation and maintenance of the interactive platform.

SECTION 8. DURATION AND TERMINATION

This Intergovernmental Agreement:

- Shall be in effect for five years, and shall, thereafter, automatically renew for successive, one-year terms.
- May be terminated by either the City or County at any time with 90 days' notice given to the other Party and to the Vendor.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

SANGAMON COUNTY, ILLINOIS

By: _____

Title: _____

Date: _____

CITY OF SPRINGFIELD, ILLINOIS

By: _____

Title: _____

Date: _____

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Convention & Visitors Bureau

CONTACT PERSON: Scott Dahl

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

PHONE NUMBER: 217.789.2360 x5531

FISCAL IMPACT: \$515,360.00

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING SUPPLEMENTAL APPROPRIATION FOR \$515,360.00 TO REAPPROPRIATE THE REMAINING BALANCE OF DCEO LTCB GRANT #26-751029 INTO THE FY27 BUDGET IN ACCORDANCE WITH THE ORIGINAL GRANT AWARD.

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: 7.1.25-6.30.26 Change in Scope Yes No

CONTRACT AMOUNT: \$521,955.00
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

Previous Ord #'s 508-12-25

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

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	021	114	VIST	VIST	1102	250,730.00
2	021	114	VIST	LT26	1209	50,000.00
3	021	114	VIST	LT26	1226	212,130.00
4	021	114	VIST	LT26	1232	2,500.00

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

STAFF ANALYSIS

Reappropriate budget authority for remaining balance of DCEO LTCB Grant #26-751029 that expires on 6/30/26 to SCVB's FY27 budget.

FUNDS CHECK BY: Pilkington, Lenee Digitally signed by Pilkington, Lenee
DN: cn=Pilkington, o=City of Pittsburg, ou=City Departments, ou=DEN, ou=Staff, ou=Users, ou=Pilkington, email=Lenee.Pilkington@pittsburgks.us
Date: 2026.04.24 15:58:52 -0500

Date: _____

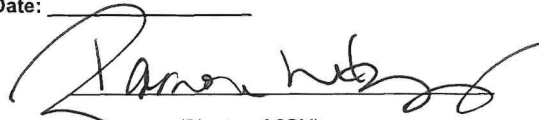
DIRECTOR / SUPERVISOR: Dahl, Scott Digitally signed by Dahl, Scott
Date: 2026.04.24 12:39:24 -0500

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

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


(Director of OBM)

The information supplied on this form is not confidential information.

2026-273

AN ORDINANCE AUTHORIZING A SPONSORSHIP TO HOOGLAND CENTER FOR THE ARTS EVENT TO BE HELD JULY 1, 2026, THROUGH JUNE 5, 2026, FOR THE 1776 MUSICAL PRODUCTION IN AN AMOUNT NOT TO EXCEED PAYMENT OF \$3,000.00 FOR THE SPRINGFIELD CONVENTION & VISITORS BUREAU

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

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

WHEREAS, Hoogland for the Arts has requested financial assistance in the amount of \$3,000.00 for sponsorship of the 1776 Musical Production Event to be held July 1, 2026, through July 5, 2026; and

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

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

Section 1: That the City Council hereby approves payment of financial assistance in the amount of \$3,000.00 to Hoogland for the Arts for the 1776 Musical Production Event to be held July 1, 2026, through July 5, 2026, pursuant to provisions under Article VII, Chapter 37, Section 37.62 of the 1988 City of Springfield Code of Ordinances, as amended.

Section 2: That the Office of Budget and Management is hereby authorized to pay the amount of \$3,000.00 to Hoogland for the Arts, from account number 021-114-VIST-VISIT-2110.

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

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Mayor Misty Buscher

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

Office of Corporation Counsel/Date

EVENT SPONSORSHIP AWARD AGREEMENT

THIS AGREEMENT made and entered this _____, 2026, by and between, Hoogland Center for the Arts (Organizer), and the **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation (the "City"), by and through the Springfield Convention and Visitors Bureau (the "SCVB"). The Owner and the City are sometimes collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Organizer agrees to host The Arts For The 1776 Musical Production ("Event") in Springfield, Illinois and the City agrees to support the Event under the terms and conditions outlined in this agreement;

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

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

Section 2. Payment Terms: The City shall pay Organizer a sponsorship award in the amount of \$ 3,000. The agreed-upon sponsorship award shall be paid to the Organizer in one lump sum, contingent upon the Event occurring no later than _____.

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

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

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

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

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

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

Organizer
By: _____

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

By: _____
Mayor Misty Buscher

2026-274

ORDINANCE FACT SHEET

DATE OF 1st READING: April 19, 2026

OFFICE REQUESTING: Convention & Visitors Bureau

CONTACT PERSON: Scott Dahl

PHONE NUMBER: 217.789.2360 x5531

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

FISCAL IMPACT: \$3,000

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH AND PAYMENT IN AN AMOUNT NOT TO EXCEED \$3,000 TO HOOGLAND CENTER FOR THE ARTS FOR THE 1776 MUSICAL PRODUCTION JULY 1-5, 2026 FOR THE SPRINGFILED CVB.

CONTRACTOR / VENDOR NAME: Hoogland Center for the Arts

VENDOR NO: _____

CONTRACT TERM: Sponsorship

Change in Scope Yes No

CONTRACT AMOUNT: \$3,000

(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	2110	3,000
2						
3						
4						

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

Agreement

STAFF ANALYSIS

1776 production July 1-5, 2026 for America 250 celebration.

FUNDS CHECK BY: Pilkington, Lenee

Digitally signed by Pilkington, Lenee
DN: cn=Pilkington, o=City of Springfield, ou=City of Springfield, email=Pilkington.Lenee@springfield.il.us
Date: 2026.05.05 13:46:43 -0500

Date: _____

DIRECTOR / SUPERVISOR: Dahl, Scott

Digitally signed by Dahl, Scott
Date: 2026.05.05 13:46:43 -0500

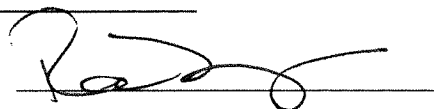
Date: _____

CITY PURCHASING AGENT:

Date: _____

SIGN OFF: _____

(Mayor's Signature)



(Director of OBM)

The information supplied on this form is not confidential information.

2026-274

AN ORDINANCE AUTHORIZING A SPONSORSHIP TO PHARMACY GALLERY & ART SPACE FOR SUMMER TOURISM EVENTS TO BE HELD DURING THE 2026 SUMMER TRAVEL SEASON IN AN AMOUNT NOT TO EXCEED PAYMENT OF \$3,000.00 FOR THE SPRINGFIELD CONVENTION & VISITORS BUREAU

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

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

WHEREAS, Pharmacy Gallery & Art Space has requested financial assistance in the amount of \$3,000.00 for sponsorship of the Summer Tourism Events to be held during the 2026 Summer Travel Season; and

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

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

Section 1: That the City Council hereby approves payment of financial assistance in the amount of \$3,000.00 to Pharmacy Gallery & Art Space for the Summer Tourism Events to be during the 2026 Summer Travel Season.

Section 2: That the Office of Budget and Management is hereby authorized to pay the amount of \$3,000.00 to Pharmacy Gallery & Art Space, from account number 021-114-VIST-VISIT-2110.

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

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher


Office of Corporation Counsel/Date

EVENT SPONSORSHIP AWARD AGREEMENT

THIS AGREEMENT made and entered this _____, 2026, by and between, Pharmacy Gallery & Art Space Organizer), and the **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation (the "City"), by and through the Springfield Convention and Visitors Bureau (the "SCVB"). The Owner and the City are sometimes collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Organizer agrees to host Summer Tourism Events ("Event") in Springfield, Illinois and the City agrees to support the Event under the terms and conditions outlined in this agreement;

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

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

Section 2. Payment Terms: The City shall pay Organizer a sponsorship award in the amount of \$ 3,000. The agreed-upon sponsorship award shall be paid to the Organizer in one lump sum, contingent upon the Event occurring no later than _____.

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

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

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

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

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

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

Organizer
By: _____

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

By: _____
Mayor Misty Buscher

2026-275

ORDINANCE FACT SHEET

DATE OF 1st READING: May 19, 2026

OFFICE REQUESTING: Convention & Visitors Bureau

CONTACT PERSON: Scott Dahl

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

PHONE NUMBER: 217.789.2360 x5531

FISCAL IMPACT: \$3,000

SUGGESTED TITLE: AN ORDINANCE FOR SPONSORSHIP PAYMENT TO PHARMACY GALLERY & ART SPACE FOR SUMMER TOURISM EVENTS FOR THE SPRINGFIELD CONVENTION & VISITORS BUREAU

CONTRACTOR / VENDOR NAME: Pharmacy Gallery & Art Space VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes No

CONTRACT AMOUNT: \$3,000
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

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

Previous Ord #'s _____

Is Purchasing Agent approval required? No Yes

Is Purchasing Agent approval attached? No Yes

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1	021	114	VIST	VIST	2110 3000
2					
3					
4					

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

STAFF ANALYSIS

Evening events at the Gallery during the 2026 summer travel season. Recommended by the Convention & Visitors Advisory Board.

FUNDS CHECK BY: Pilkington, Lenee

Digitally signed by Pilkington, Lenee
DN: cn=Pilkington, Lenee, o=City of Springfield, ou=City of Springfield, email=Pilkington.Lenee@springfield.il.us
Date: 2026.04.27 14:26:16 -0500

DIRECTOR / SUPERVISOR: Dahl, Scott

Digitally signed by Dahl, Scott
Date: 2026.04.27 14:26:16 -0500

CITY PURCHASING AGENT: _____

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

Date: _____

Date: _____

Date: 4/20/2026

(Director of OBM)

2026-275

AN ORDINANCE AUTHORIZING A SPONSORSHIP TO ANSAR SHRINE FOUNDATION EVENT TO BE HELD SEPTEMBER 5, 2026, FOR THE SPRINGFIELD OYSTER & BEER FEZTIVAL EVENT IN AN AMOUNT NOT TO EXCEED PAYMENT OF \$7,500.00, FOR THE SPRINGFIELD CONVENTION & VISITORS BUREAU

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

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

WHEREAS, Ansar Shrine Foundation has requested financial assistance in the amount of \$7,500.00 for sponsorship of the Springfield Oyster & Beer Feztival Event to be held September 5, 2026; and

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

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

Section 1: That the City Council hereby approves payment of financial assistance in the amount of \$7,500.00 to Ansar Shrine Foundation for the Springfield Oyster & Beer Feztival Event to be held September 5, 2026.

Section 2: That the Office of Budget and Management is hereby authorized to pay the amount of \$7,500.00 to Ansar Shrine Foundation, from account number 021-114-VIST-VISIT-2110.

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

PASSED: _____, 2026

SIGNED: _____, 2026

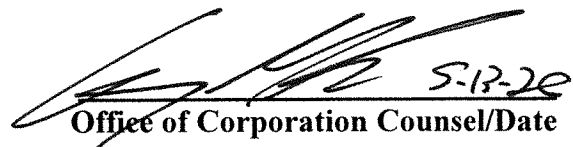
RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher


Office of Corporation Counsel/Date

EVENT SPONSORSHIP AWARD AGREEMENT

THIS AGREEMENT made and entered this _____, 2026, by and between, **Ansar Shrine Foundation** (Organizer), and the **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation (the "City"), by and through the Springfield Convention and Visitors Bureau (the "SCVB"). The Owner and the City are sometimes collectively referred to herein as the "Parties."

WITNESSETH:

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

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

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

Section 2. Payment Terms: The City shall pay Organizer a sponsorship award in the amount of \$ 7,500. The agreed-upon sponsorship award shall be paid to the Organizer in one lump sum, contingent upon the Event occurring no later than _____.

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

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

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

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

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

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

Organizer
By: _____

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

By: _____
Mayor Misty Buscher

2026-276

ORDINANCE FACT SHEET

DATE OF 1st READING: May 19, 2026

OFFICE REQUESTING: Convention & Visitors Bureau

CONTACT PERSON: Scott Dahl

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

PHONE NUMBER: 217.789.2360 x5531

FISCAL IMPACT: \$7,500

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH AND PAYMENT IN AN AMOUNT NOT TO EXCEED \$7,500 TO ANSAR SHRINE FOUNDATION FOR THE SPRINGFIELD OYSTER & BEER FEZTIVAL SEPTEMBER 5, 2026 FOR THE SPRINGFILED CVB.

CONTRACTOR / VENDOR NAME: Ansar Shrine Foundation VENDOR NO: _____

CONTRACT TERM: Sponsorship Change in Scope Yes No

CONTRACT AMOUNT: \$7,500
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

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

Previous Ord #'s _____

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	021	114	VIST	VIST	2110	7,500
2						
3						
4						

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

Agreement

STAFF ANALYSIS

Convention & Visitors Advisory Board recommends this sponsorship for event. (local tourism grant)

FUNDS CHECK BY: Pilkington, Lenee
Digitally signed by Pilkington, Lenee
DN: cn=Pilkington, Lenee, o=City of Springfield, ou=City of Springfield, email=Pilkington.Lenee@springfield.il.gov
Date: 2026.04.29 13:28:31 -0500

DIRECTOR / SUPERVISOR: Dahl, Scott
Digitally signed by Dahl, Scott
Date: 2026.04.29 13:28:31 -0500

CITY PURCHASING AGENT: _____

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

Date: _____

Date: _____

Date: 4/30/2026

(Director of OBM)

The information supplied on this form is not confidential information.

2026-276

AN ORDINANCE AUTHORIZING A SPONSORSHIP TO GERMAN SHEPHERD DOG CLUB OF AMERICA, INC FOR THE SPRINGFIELD NATIONAL FALL SHOW, IN AN AMOUNT NOT TO EXCEED PAYMENT OF \$2,500.00, FOR THE SPRINGFIELD CONVENTION & VISITORS BUREAU

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

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

WHEREAS, German Shepherd Dog Club of America, Inc has requested financial assistance in the amount of \$2,500.00 for sponsorship of the Springfield National Fall Show; and

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

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

Section 1: That the City Council hereby approves payment of financial assistance in the amount of \$2,500.00 to German Shepherd Dog Club of America, Inc for the Springfield National Fall Show.

Section 2: That the Office of Budget and Management is hereby authorized to pay the amount of \$2,500.00 to German Shepherd Dog Club of America, Inc, from account number 021-114-VIST-VISIT-2110.

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

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 S-13-26
Office of Corporation Counsel/Date

EVENT SPONSORSHIP AWARD AGREEMENT

THIS AGREEMENT made and entered this _____, 2026, by and between, German Shepherd Dog Club of A Organizer), and the **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation (the "City"), by and through the Springfield Convention and Visitors Bureau (the "SCVB"). The Owner and the City are sometimes collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Organizer agrees to host Springfield National Fall Show ("Event") in Springfield, Illinois and the City agrees to support the Event under the terms and conditions outlined in this agreement;

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

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

Section 2. Payment Terms: The City shall pay Organizer a sponsorship award in the amount of \$ 2,500.00. The agreed-upon sponsorship award shall be paid to the Organizer in one lump sum, contingent upon the Event occurring no later than _____.

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

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

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

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

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

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

Organizer
By: _____

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

By: _____
Mayor Misty Buscher

2026-277

AN ORDINANCE AUTHORIZING A SPONSORSHIP TO CHILDREN'S MUSEUM FOUNDATION CORPORATION FOR THE ROUTE 66 EXHIBIT, IN AN AMOUNT NOT TO EXCEED PAYMENT OF \$5,000.00, FOR THE SPRINGFIELD CONVENTION & VISITORS BUREAU

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

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

WHEREAS, Children's Museum Foundation Corporation has requested financial assistance in the amount of \$5,000.00 for sponsorship of the Route 66 Exhibit; and

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

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

Section 1: That the City Council hereby approves payment of financial assistance in the amount of \$2,500.00 to Children's Museum Foundation Corporation for the Route 66 Exhibit.

Section 2: That the Office of Budget and Management is hereby authorized to pay the amount of \$5,000.00 to Children's Museum Foundation Corporation, from account number 021-114-VIST-VISIT-2110.

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

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher


Office of Corporation Counsel/Date

EVENT SPONSORSHIP AWARD AGREEMENT

THIS AGREEMENT made and entered this _____, 2026, by and between, Children’s Museum Foundation Corporation Organizer), and the **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation (the “City”), by and through the Springfield Convention and Visitors Bureau (the “SCVB”). The Owner and the City are sometimes collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, the Organizer agrees to host Route 66 Exhibit (“Event”) in Springfield, Illinois and the City agrees to support the Event under the terms and conditions outlined in this agreement;

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

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

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

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

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

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

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

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

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

Organizer
By: _____

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

By: _____
Mayor Misty Buscher

ORDINANCE FACT SHEET

DATE OF 1st READING: May 19, 2026

OFFICE REQUESTING: Convention & Visitors Bureau

CONTACT PERSON: Scott Dahl

PHONE NUMBER: 217.789.2360 x5531

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

FISCAL IMPACT: \$5,000

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH AND PAYMENT IN AN AMOUNT NOT TO EXCEED \$5,000 TO CHILDREN'S MUSEUM FOUNDATION CORPORATION FOR A ROUTE 66 EXHIBIT FOR THE SPRINGFILED CVB.

CONTRACTOR / VENDOR NAME: Children's Museum Foundation Corporation VENDOR NO: _____

CONTRACT TERM: Sponsorship Change in Scope Yes No

CONTRACT AMOUNT: \$5,000
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

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

Previous Ord #'s _____

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	021	114	VIST	VIST	2110	5,000
2						
3						
4						

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

Agreement

STAFF ANALYSIS

Convention & Visitors Advisory Board recommends this sponsorship for event. (local tourism grant)

FUNDS CHECK BY: Pilkington, Lenee

Digitally signed by Pilkington, Lenee
DN: cn=Lenee, o=City of Springfield, ou=City Departments, ou=OBM, ou=Staff, ou=Users, cn=Pilkington, email=Lenee.Pilkington@springfield.il.us
Date: 2026.04.29 15:19:23 -0500

Date: _____

DIRECTOR / SUPERVISOR: Dahl, Scott

Digitally signed by Dahl, Scott
Date: 2026.04.29 13:51:05 -0500

Date: _____

CITY PURCHASING AGENT:

Date: 4/30/2026

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

[Signature]
(Director of OBM)

The information supplied on this form is not confidential information.

2026-278

AN ORDINANCE AUTHORIZING A SPONSORSHIP TO UNITED WAY OF CENTRAL ILLINOIS FOR THE UNITED WAY RIDE, A ROUTE 66 EVENT, IN AN AMOUNT NOT TO EXCEED PAYMENT OF \$2,000.00, FOR THE SPRINGFIELD CONVENTION & VISITORS BUREAU

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

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

WHEREAS, United Way of Central Illinois, Inc has requested financial assistance in the amount of \$2,000.00 for sponsorship of the United Way Ride, a Route 66 Event; and

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

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

Section 1: That the City Council hereby approves payment of financial assistance in the amount of \$2,000.00 to United Way of Central Illinois for the United Way Ride, a Route 66 Event.

Section 2: That the Office of Budget and Management is hereby authorized to pay the amount of \$2,000.00 to United Way of Central Illinois, from account number 021-114-VIST-VISIT-2110.

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

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 5-13-20
Office of Corporation Counsel/Date

EVENT SPONSORSHIP AWARD AGREEMENT

THIS AGREEMENT made and entered this _____, 2026, by and between, **United Way of Central Illinois** (Organizer), and the **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation (the "City"), by and through the Springfield Convention and Visitors Bureau (the "SCVB"). The Owner and the City are sometimes collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Organizer agrees to host **United Way Ride Route 66** ("Event") in Springfield, Illinois and the City agrees to support the Event under the terms and conditions outlined in this agreement;

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

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

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

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

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

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

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

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

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

Organizer
By: _____

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

By: _____
Mayor Misty Buscher

ORDINANCE FACT SHEET

DATE OF 1st READING: May 19, 2026

OFFICE REQUESTING: Convention & Visitors Bureau

CONTACT PERSON: Scott Dahl

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

PHONE NUMBER: 217.789.2360 x5531

FISCAL IMPACT: \$2,000

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH AND PAYMENT IN AN AMOUNT NOT TO EXCEED \$2,000 TO UNITED WAY OF CENTRAL ILLINOIS FOR THE UNITED WAY RIDE ROUTE 66 2026 FOR THE SPRINGFILED CVB.

CONTRACTOR / VENDOR NAME: United Way of Central Illinois VENDOR NO: _____

CONTRACT TERM: Sponsorship Change in Scope Yes No

CONTRACT AMOUNT: \$2,000
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

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

Previous Ord #'s _____

Is Purchasing Agent approval required? No Yes

Is Purchasing Agent approval attached? No Yes

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	021	114	VIST	VIST	2110	2,000
2						
3						
4						

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

Agreement

STAFF ANALYSIS

Convention & Visitors Advisory Board recommends this sponsorship for event. (route 66 event)

FUNDS CHECK BY: Pilkington, Lenee
Digitally signed by Pilkington, Lenee
DN: cn=Pilkington, o=City of Springfield, ou=City of Springfield, ou=OBM, ou=Staff, ou=Users, cn=Pilkington, Lenee, email=Lenee.Pilkington@springfield.gov
Date: 2026.04.29 13:50:42 -0500

Date: _____

DIRECTOR / SUPERVISOR: Dahl, Scott
Digitally signed by Dahl, Scott
Date: 2026.04.29 13:57:27 -0500

Date: _____

CITY PURCHASING AGENT: _____

Date: 4/30/2026

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

(Director of OBM)

The information supplied on this form is not confidential information.

2026-279

AN ORDINANCE AUTHORIZING A SPONSORSHIP PAYMENT OF \$4,000.00 TO SPRINGFIELD AREA ARTS COUNCIL FOR THE 2026 ARTISTS IN THE PARK SUMMER SERIES EVENT, FOR THE SPRINGFIELD CONVENTION & VISITORS BUREAU

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

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

WHEREAS, Springfield Area Arts Council has requested financial assistance in the amount of \$4,000.00 for sponsorship of the 2026 Artists in the Park Summer Series event; and

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

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

Section 1: That the City Council hereby approves financial assistance in the amount of \$4,000.00 as a sponsorship to Springfield Area Arts Council for the 2026 Artists in the Park Summer Series event.

Section 2: That the Office of Budget and Management is hereby authorized to pay the amount of \$4,000.00 to the Springfield Area Arts Council from account number 021-114-VIST-VIST-2110.

Section 3: That this Ordinance shall become effective immediately after its passage and publication in pamphlet form and recording by the City Clerk.

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher



Office of Corporation Counsel /Date

EVENT SPONSORSHIP AWARD AGREEMENT

THIS AGREEMENT made and entered this _____, 2026, by and between, Springfield Area Arts Council (Organizer), and the **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation (the "City"), by and through the Springfield Convention and Visitors Bureau (the "SCVB"). The Owner and the City are sometimes collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Organizer agrees to host Artist In The Park 2026 Summer ("Event") in Springfield, Illinois and the City agrees to support the Event under the terms and conditions outlined in this agreement;

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

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

Section 2. Payment Terms: The City shall pay Organizer a sponsorship award in the amount of \$ 4,000. The agreed-upon sponsorship award shall be paid to the Organizer in one lump sum, contingent upon the Event occurring no later than _____.

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

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

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

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

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

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

Organizer
By: _____

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

By: _____
Mayor Misty Buscher

ORDINANCE FACT SHEET

DATE OF 1st READING: May 19, 2026

OFFICE REQUESTING: Convention & Visitors Bureau

CONTACT PERSON: Scott Dahl

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

PHONE NUMBER: 217.789.2360 x5531

FISCAL IMPACT: 4,000.00

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH AND PAYMENT IN AN AMOUNT NOT TO EXCEED \$4,000 TO SPRINGFIELD AREA ARTS COUNCIL FOR ARTISTS IN THE PARK 2026 SUMMER SERIES FOR THE SPRINGFILED CVB.

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

CONTRACT TERM: _____ Change in Scope Yes No

CONTRACT AMOUNT: 4,000.00
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

Previous Ord #'s _____

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

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	021	114	VIST	VIST	2110	4,000
2						
3						
4						

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

Event Agreement

STAFF ANALYSIS

Convention & Visitors Advisory Board recommends this sponsorship for the 2026 Artists in the Park Summer Series

FUNDS CHECK BY: Pilkington, Lenee

Digitally signed by Pilkington, Lenee
DN: cn=Lenee, o=City of Springfield, ou=City Department, email=Lenee.Pilkington@springfield.il.us
Date: 2026.04.27 14:35:10 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Dahl, Scott

Digitally signed by Dahl, Scott
Date: 2026.04.27 14:35:10 -05'00'

Date: _____

CITY PURCHASING AGENT: _____

Date: 4/30/2026

SIGN OFF: _____

(Mayor's Signature) *CPH*

(Director of OBM)

The information supplied on this form is not confidential information.

2026-280

AN ORDINANCE AUTHORIZING A SPONSORSHIP PAYMENT OF \$7,000.00 TO SPRINGFIELD'S FINEST CAR CLUB FOR THE ROUTE 66 CORVETTE SHOW TO BE HELD JUNE 26, 2026, THROUGH JUNE 27, 2026, FOR THE SPRINGFIELD CONVENTION & VISITORS BUREAU

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

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

WHEREAS, Springfield's Finest Car Club has requested financial assistance in the amount of \$7,000.00 for sponsorship of the Route 66 Corvette Show to be held June 26, 2026, through June 27, 2026; and

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

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

Section 1: That the City Council hereby approves financial assistance in the amount of \$7,000.00 as a sponsorship to Springfield's Finest Car Club for the Route 66 Corvette Show to be held June 26, 2026, through June 27, 2026.

Section 2: That the Office of Budget and Management is hereby authorized to pay the amount of \$7,000.00 to the Springfield's Finest Car Club from account number 021-114-VIST-VIST-2110.

Section 3: That this Ordinance shall become effective immediately after its passage and publication in pamphlet form and recording by the City Clerk.

PASSED: _____, 2026

SIGNED: _____, 2026

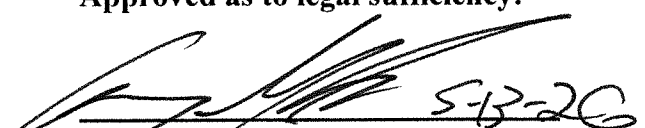
RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher



Office of Corporation Counsel /Date

EVENT SPONSORSHIP AWARD AGREEMENT

THIS AGREEMENT made and entered this _____, 2026, by and between, Springfield Finest Car Club Organizer), and the **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation (the "City"), by and through the Springfield Convention and Visitors Bureau (the "SCVB"). The Owner and the City are sometimes collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Organizer agrees to host The Route 66 Corvette Show ("Event") in Springfield, Illinois and the City agrees to support the Event under the terms and conditions outlined in this agreement;

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

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

Section 2. Payment Terms: The City shall pay Organizer a sponsorship award in the amount of \$ 7,000. The agreed-upon sponsorship award shall be paid to the Organizer in one lump sum, contingent upon the Event occurring no later than _____.

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

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

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

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

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

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

Organizer
By: _____

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

By: _____
Mayor Misty Buscher

ORDINANCE FACT SHEET

DATE OF 1st READING: May 19, 2026

OFFICE REQUESTING: Convention & Visitors Bureau

CONTACT PERSON: Scott Dahl

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

PHONE NUMBER: 217.789.2360 x5531

FISCAL IMPACT: \$7,000

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH AND PAYMENT IN AN AMOUNT NOT TO EXCEED \$7,000 TO SPRINGFIELD'S FINEST CORVETTE CAR CLUB FOR THE FOR THE ROUTE 66 CORVETTE SHOW JUNE 26-27, 2026 FOR THE SPRINGFILED CVB.

CONTRACTOR / VENDOR NAME: Springfield's Finest Car Club VENDOR NO: _____

CONTRACT TERM: Sponsorship Change in Scope Yes No

CONTRACT AMOUNT: \$7,000
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

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

Previous Ord #'s _____

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

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

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount	
1	021	114	VIST	VIST	2110	7,000
2						
3						
4						

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

Agreement

STAFF ANALYSIS

Convention & Visitors Advisory Board recommends this sponsorship for event. (route 66 grant)

FUNDS CHECK BY: Pilkington, Lenee Digitally signed by Pilkington, Lenee
DN: cn=Pilkington, Lenee, o=City of Springfield, ou=City of Springfield, email=Lenee.Pilkington@springfield.il.us, Date: 2026.04.29 14:06:59 -05'00'

DIRECTOR / SUPERVISOR: Dahl, Scott Digitally signed by Dahl, Scott
Date: 2026.04.29 14:06:59 -05'00'

CITY PURCHASING AGENT:

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

Date: _____

Date: _____

Date: 4/13/2026

(Director of OBM)

The information supplied on this form is not confidential information.

AN ORDINANCE AUTHORIZING A SPONSORSHIP TO UIS ATHLETICS FOR THE 2026 HOMECOMING ROUTE 66 ACTIVATIONS EVENT TO BE HELD OCTOBER 7, 2026, THROUGH OCTOBER 11, 2026, IN AN AMOUNT NOT TO EXCEED PAYMENT OF \$2,500.00, FOR THE SPRINGFIELD CONVENTION & VISITORS BUREAU

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

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

WHEREAS, UIS Athletics has requested financial assistance in the amount of \$2,500.00 for sponsorship of the 2026 Homecoming Route 66 Activations event to be held October 7, 2026, through October 11, 2026; and

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

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

Section 1: That the City Council hereby approves payment of financial assistance in the amount of \$2,500.00 to UIS Athletics for the 2026 Homecoming Route 66 Activations Event to be held October 7, 2026, through October 11, 2026.

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

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

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

Office of Corporation Counsel/Date

EVENT SPONSORSHIP AWARD AGREEMENT

THIS AGREEMENT made and entered this _____, 2026, by and between, UIS Athletics (Organizer), and the **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation (the "City"), by and through the Springfield Convention and Visitors Bureau (the "SCVB"). The Owner and the City are sometimes collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Organizer agrees to host 2026 Homecoming Route 66 ("Event") in Springfield, Illinois and the City agrees to support the Event under the terms and conditions outlined in this agreement;

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

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

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

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

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

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

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

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

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

Organizer
By: _____

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

By: _____
Mayor Misty Buscher

ORDINANCE FACT SHEET

DATE OF 1st READING: May 19, 2026

OFFICE REQUESTING: Convention & Visitors Bureau

CONTACT PERSON: Scott Dahl

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

PHONE NUMBER: 217.789.2360 x5531

FISCAL IMPACT: \$2,500

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH AND PAYMENT IN AN AMOUNT NOT TO EXCEED \$2,500 TO UIS ATHLETICS FOR THE 2026 HOMECOMING ROUTE 66 ACTIVATIONS FOR THE SPRINGFILED CVB.

CONTRACTOR / VENDOR NAME: UIS Athletics VENDOR NO: _____

CONTRACT TERM: Sponsorship Change in Scope Yes No

CONTRACT AMOUNT: \$2,500
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

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

Previous Ord #'s _____

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	021	114	VIST	VIST	2110	2,500
2						
3						
4						

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

Agreement

STAFF ANALYSIS

Convention & Visitors Advisory Board recommends this sponsorship for event. (route 66 grant, 50% of max request)

UIS is taking advantage of the celebration of the Route 66 Centennial to attract alumni and parents to attend the Homecoming and Parents Week events on October 7-11, 2026, through additional marketing and development of a signature event at the Homecoming volleyball match on Saturday. UIS will set up the Route 66 Rally Lounge, a 94-foot hospitality suite behind the team benches, serving unlimited food with a cash bar, to give Homecoming attendees and local groups/businesses a place to celebrate UIS pride. The lounge will have a Route 66 theme with food and artifacts. While Homecoming has been a regular date on the home athletics schedule for more than 30 years, the university put together a campuswide collaborative effort to market and operate Homecoming activities for the past two years. The event is now ready for a more aggressive marketing approach to build attendance from alumni and their families plus the Springfield community. And, perfect timing to team up with the centennial celebration.

FUNDS CHECK BY: Pilkington, Lenee
Digitally signed by Pilkington, Lenee
DN: cn=Pilkington, Lenee, o=City of Springfield, ou=City of Springfield, ou=OBM, ou=Finance, ou=Finance, cn=Pilkington, Lenee, email=Lenee.Pilkington@springfield.il.us
Date: 2026.04.29 15:50:08 -05'00'

Date: _____


DIRECTOR / SUPERVISOR: Dahl, Scott
Digitally signed by Dahl, Scott
Date: 2026.04.29 14:14:22 -05'00'

Date: _____

CITY PURCHASING AGENT: 

Date: 4/30/2026

SIGN OFF: _____
(Mayor's Signature) 

_____ 
(Director of OBM)

The information supplied on this form is not confidential information.

2026-282

AN ORDINANCE AUTHORIZING A ONE-YEAR AGREEMENT WITH SENTINEL TECHNOLOGIES INC. FOR BROADCOM VMWARE LICENSING, MAINTENANCE, AND SUPPORT FOR CWLP'S VIRTUAL SERVER ENVIRONMENT IN A TOTAL AMOUNT NOT TO EXCEED \$96,136.96, FOR THE OFFICE OF PUBLIC UTILITIES, FOR EMERGENCY PASSAGE.

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

WHEREAS, this Ordinance approves a one (1) year agreement with Sentinel Technologies, Inc. ("Sentinel") for maintenance and support for Broadcom VMware licensing for the Dallman, Miller GIS, and SCADA virtual server environment; and

WHEREAS, this is a one-year agreement beginning May 31, 2026 through May 30, 2027; and

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

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

Section 1: The Council of the City of Springfield, Illinois, hereby approves the payment to Sentinel for maintenance and support of VMware which enable server virtualization, improving resource utilization, reducing hardware needs, and supporting cost-effective management of critical utility systems in an amount not to exceed Ninety-six Thousand, One Hundred Thirty-six Dollars and Ninety-six Cents (\$96,136.96).

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

Section 3: The payment to Sentinel for the maximum amount of Office of Public Utilities in an amount not to exceed Ninety-six Thousand, One Hundred Thirty-six Dollars and Ninety-six Cents (\$96,136.96) from Account Nos. 102-100-CBAD-778-1234, 102-100-CBC-7772-1606, and 102-100-CAA-7701-1605.

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

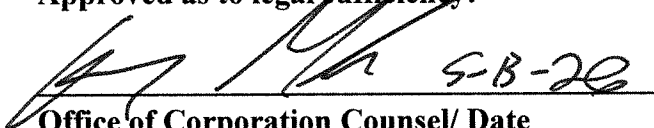
PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk, Charles Redpath

Approved as to legal sufficiency:



Office of Corporation Counsel/ Date
Requested by Mayor Misty Buscher



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

MEMORANDUM

TO: Emily Rosenberger

FROM: Anthony Quinones – Assistant Purchasing Agent 

DATE: May 7, 2026

SUBJECT: Request for Sole Source Determination

I have reviewed the Ordinance Fact Sheet concerning Sentinel Technologies Inc., for VMware licensing, maintenance and support at Dallman, Miller GIS, and SCADA virtual server environment for a one year period in an amount not to exceed \$96,136.96 for CWLP – Office of Public Utilities.

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

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

Emergency passage is requested to ensure continuity of critical utility systems and avoid disruption to essential system administration, support, and maintenance functions. The VMWare licensing renewal is time-sensitive due to vendor-imposed renewal limitations.

FISCAL IMPACT: \$96,136.96

SUGGESTED TITLE: Emergency Ordinance/ Licensing Agreement/ Sentinel Technologies/ \$96,136.96/ for the Office of Public Utilities

CONTRACTOR / VENDOR NAME: Sentinel Technologies Inc VENDOR NO: SE0003863A

CONTRACT TERM: 1 year Change in Scope Yes No

CONTRACT AMOUNT: \$96,136.96
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

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

Previous Ord #'s 209-05-25 CPO

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	CBAD	7778	1234	\$45,538.56
2	102	100	CBC	7772	1606	\$45,538.56
3	102	100	CAA	7701	1605	\$5,059.84
4						

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

STAFF ANALYSIS

This ordinance authorizes a one-year agreement with Sentinel Technologies Inc. for Broadcom VMware licensing, maintenance, and support for CWLP's Dallman, Miller GIS, and SCADA virtual server environment. CWLP has used Sentinel Technologies Inc. for many years for VMware support renewals. Following Broadcom's acquisition of VMware in late 2023, Broadcom changed its licensing model to subscription-only renewals, rebundled certain license offerings, retired prior perpetual licensing options, and added additional value features. These changes have resulted in increased renewal costs across VMware-supported environments. Sentinel Technologies has assisted CWLP in navigating Broadcom's licensing changes and negotiating the pricing for these renewals. VMware host servers provide significant value to CWLP by enabling server virtualization, improving resource utilization, reducing hardware needs, and supporting cost-effective management of critical utility systems. Sentinel is a local vendor.

The renewal agreement covers the support period of May 31, 2026, through May 30, 2027, for a total renewal amount of \$96,136.96.

FUNDS CHECK BY: Kerfoot, Benjamin R. Digitally signed by Kerfoot, Benjamin R. Date: 2026.05.06 13:12:56 -0500 Date: _____

DIRECTOR / SUPERVISOR: Gorsek, Mike Digitally signed by Gorsek, Mike Date: 2026.05.06 10:36:57 -0500 Scott M. Rogers Digitally signed by Scott M. Rogers Date: 2026.05.06 14:56:07 Date: _____

CITY PURCHASING AGENT: _____ Date: 5/7/2026

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

[Signature]
(Director of OBM)

The information supplied on this form is not confidential information.

2026-283