

AN ORDINANCE APPROVING A RENEWAL OF A TELECOMMUNICATIONS CONTRACT SERVICE AGREEMENT WITH THE UNIVERSITY OF ILLINOIS BOARD OF TRUSTEES ON BEHALF OF THE UNIVERSITY OF ILLINOIS, SPRINGFIELD, FOR THE OFFICE OF PUBLIC UTILITIES

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

WHEREAS, the City Council previously passed ordinance 400-10-20 authorizing a 3-year agreement with University of Illinois Board of Trustees on behalf of the University of Illinois, Springfield, (“UIS”) for the city to provide fiber optics and communications; and

WHEREAS, the original contract was extended on October 17, 2023 by agreement for an additional 3-years; and

WHEREAS, UIS wants to renew the existing contract with the City of Springfield for an additional 3-year term from July 1, 2026 to June 30, 2029; and

WHEREAS, pursuant to a Telecommunications Contract Service Agreement Amendment, a copy of which will be on file with the Office of the City Clerk, UIS shall pay the City of Springfield \$700.70 per month for the additional three-year agreement term.

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 Telecommunications Contract Service Agreement Amendment, a copy of which shall be filed with the City Clerk, between the City of Springfield and UIS for Ethernet service.

Section 2: The Mayor and the City Clerk are hereby authorized and empowered to execute said Telecommunications Contract Service Agreement Amendment with UIS.

Section 3: 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: University of Illinois, Springfield

CONTRACT AMOUNT: \$0.00

TYPE OF AWARD: Contract Renewal

PRIOR ORDINANCE INFORMATION:

Most Recent: 400-10-20; University of Illinois, Springfield; 3 year term, Revenue \$700.70/month

INFORMATION:

This Ordinance is a renewal of contract 400-10-20 which the City of Springfield agreed to provide 100-megabits per second Ethernet service for 3 years. The original contract was renewed on October 17, 2023 by agreement. The University of Illinois wants to renew the existing contract for an additional 3 years.

400-10-2020

2020 426

AN ORDINANCE APPROVING A TELECOMMUNICATIONS CONTRACT SERVICE AGREEMENT WITH THE UNIVERSITY OF ILLINOIS BOARD OF TRUSTEES ON BEHALF OF THE UNIVERSITY OF ILLINOIS, SPRINGFIELD BANK FOR 15 SOUTH OLD STATE CAPITOL PLAZA, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, the City of Springfield Office of Public Utilities has constructed a fiber optic telecommunications system and has been granted certificates of service authority with the Illinois Commerce Commission, and

WHEREAS, the University of Illinois Board of Trustees on behalf of the University of Illinois, Springfield ("UIS") wishes to establish Ethernet communications between their Health & Science Building located on the UIS Main Campus at 2295 William Maxwell Lane to their Innovate Springfield facility at 15 South Old State Capitol Plaza, and

WHEREAS, the Office of Public Utilities will use existing fiber optics and communications infrastructure to provide 100-megabits per second (Mbps) Ethernet service for said connection, and

WHEREAS, pursuant to a Telecommunications Contract Service Agreement, a copy of which shall be on file with the Office of the City Clerk, UIS shall pay the City of Springfield \$700.00 per month for the initial three-year agreement term, and

WHEREAS, UIS may elect to terminate the agreement at any time without cause, provided that it pays the remaining monthly charges for the remainder of the three-year contract.

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

Section 1. The Council of the City of Springfield, Illinois, hereby approves and authorizes the execution of the Telecommunications Contract Service Agreement, a copy of which shall be on file with the City Clerk, between the City of Springfield and UIS for Ethernet service their Health & Science Building located on the UIS Main Campus at 2295 William Maxwell Lane to their Innovate Springfield facility at 15 South Old State Capitol Plaza, Springfield, Illinois.

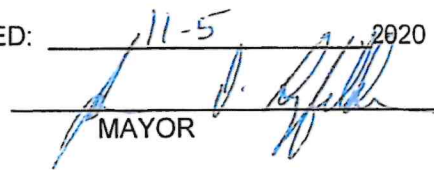
Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute said Telecommunications Contract Service Agreement with UIS.

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

PASSED: 11-4, 2020

SIGNED: 11-5, 2020

RECORDED: 11-5, 2020


MAYOR

ATTEST: 

Approved as to legal sufficiency:


Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Langfelder

400-10-20

2026-294

ORDINANCE FACT SHEET

AGENDA NUMBER:
DATE OF 1ST READING: 10-20-20
ORDINANCE REQUEST NUMBER: _____

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES STAFF MEMBER: MICHELLE CARLISLE
EMERGENCY PASSAGE: YES/NO If yes, list justification.

BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: N/A BUDGETED: YES/NO NEW POSITION: YES/NO
STAFFING IMPACT: None.

TYPE OF ORDINANCE: Telecommunications Service Agreement

ACCOUNTING INFORMATION: Capital Charges: Account No. 102-100-8209-c141
Monthly Usage Charges: Account No. 102-100-7682-cw79

PRIOR ORDINANCE INFORMATION:

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: University of Illinois, Springfield CONTRACT AMOUNT: \$ _____
(Original Amount if Change Order)
CONTRACT TERM: 3 years TYPE OF AWARD: _____
CHANGE IN SCOPE Y X N CHANGE ORDER # _____ ADDT'L AMOUNT \$ _____

ANNEXATION INFORMATION (Not applicable to the Office of Public Utilities.)

IS REQUEST AN ANNEXATION: YES/NO IF YES, ANNEXATION RATING: _____

STAFF ANALYSIS: (This includes description of work, background on issue and the justification of why the ordinance was not low bid. If you need additional space, please continue on the back of this form.)

This is a standard ordinance for ethernet service from the City's fiber optic telecommunications system.

This ordinance authorizes the City to provide telecommunications service to the University of Illinois Board of Trustees on behalf of the University of Illinois, Springfield ("UIS"), in exchange for payment by UIS to the City in an estimated amount of \$25,200.00 over three years.

The Office of Public Utilities has a fiber optic telecommunications system. It has been granted certificates of service authority with the Illinois Commerce Commission to provide facilities-based exchange telecommunications services in Sangamon County and interexchange telecommunications services within Illinois. The City's network can provide WAN (wide area network) services across the system. This allows computers to pass data between remote facilities at speeds as fast as in the local buildings. This technology allows for the consolidation of computers, servers, and the required network equipment and enhances the capabilities of the facilities.

UIS has requested a 100 Mbps connection from their Health & Science Building located at the UIS Main Campus (2295 William Maxwell Lane) to their Innovate Springfield facility at 15 South Old State Capitol Plaza. UIS will pay \$700 per month for the three-year term of the contract for this service. The connection will be done by utilizing existing fiber and communication infrastructure at the two facilities.

UIS may elect to terminate this agreement at any time without cause, provided that UIS shall thereupon pay the remaining monthly charges for the remainder of the 3-year contract.

SIGN OFF: _____ Mayor's Office _____ OBM
(When Applicable)

Rev: 6-21-06 The information supplied on this form is not confidential information.

400-10-20

2026-294

**TELECOMMUNICATIONS CONTRACT
SERVICE AGREEMENT**

WHEREAS, the City of Springfield, Illinois (City), has been granted certificates of service authority by the Illinois Commerce Commission to provide facilities-based exchange telecommunications services in Sangamon County, Illinois, and interexchange telecommunications services within Illinois, and

WHEREAS, the City has filed a tariff with the Illinois Commerce Commission for local exchange telecommunications services in Sangamon County and interexchange telecommunications services within Illinois (ILL.C.C.No.1), which tariff provides for "Contract Service", and

WHEREAS, The Board of Trustees of the University of Illinois on behalf of the University of Illinois Springfield, hereinafter referred to as Customer, has requested "Contract Service" from the City under the terms and conditions set forth herein.

NOW THEREFORE, it is hereby agreed to by the parties as follows:

I. **Scope of Agreement** Customer desires to establish point to point Ethernet communications between the facilities utilizing fiber optic cable. This may be achieved by utilizing existing City fiber infrastructure, or it may require the construction of new fiber facilities, or a combination thereof. The bandwidth shall be provided using the City's Ethernet network, and shall establish point to point Ethernet service at Standard Bandwidth Rates. Customer may at any time during the contract request changes to the Bandwidth Rates of the services, request additional services at the Bandwidth Rates provided in this agreement, or request removal of services subject to the terms and costs within this agreement.

II. **Services**

A. **Service Requests.** During the Initial Term, Customer may, at any time, provide written request to City to add, change, or terminate, as provided in this agreement, the point to point Ethernet fiber optic connection service (Service) to the Customer's facilities. City shall, to the best of its ability, add, terminate, or change Service to the Customer's facilities within the time frames prescribed within the following paragraphs. If City is unable to reasonably perform a Service Request, City shall notify Customer within 30 days. Facilities detailed in Exhibit A, shall constitute an initial Service Request to provide Service to the facilities listed.

B. New Services. The City shall provide Service to the facilities requested by Customer within 120 days of the greater of (1) the date a Service Request is received or (2) the date the City has procured all materials, easements, and site access agreements necessary for the Service.

C. Existing Interrupted Services. If an existing Service has been interrupted, but City fiber remained intact, City shall provide Service to facilities within 30 days of a Service Request. Any Service Requests regarding existing interrupted Services, that may require equipment or material changes, shall be connected within 120 days of the greater of (1) the Service Request or (2) the date the City has procured all materials, easements, and site access agreements as necessary for the connection.

D. Existing Uninterrupted Services. If Service has not been interrupted, Service shall continue without interruption of Service to existing facilities pursuant to approval of this agreement by both parties.

E. Termination of Services. Customer may, at any time, request the termination of individual Services. If the request for termination of Service meets the requirements of Section V, Term and Termination, City shall terminate the Service within 30 days of receiving written notice from Customer.

F. Addition of Services. Customer may, at any time, request the addition of Services. The installation of additional Services is subject to the paragraphs A through C, of this section.

III. Costs and Payments

A. Bandwidth Costs. Customer shall pay to City the monthly Bandwidth Cost for each Bandwidth Rate provided, as follows, for each Service:

<u>Bandwidth Cost</u>	<u>Bandwidth Rate</u>
\$500	10 Mbps
\$700	100 Mbps
\$1400	1000Mbps

Customer may request, in writing, at any time, the City change the Bandwidth Rate of each Service. Within 30 days of receiving a Bandwidth Change Request, City shall change the Bandwidth Rate to the requested Bandwidth. Customer shall pay Bandwidth Cost of the greatest Bandwidth Rates used during a billing month; City shall not prorate monthly Bandwidth Costs within a month.

400-10-20

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B. Installation Costs. Upon receiving a Service Request, City shall determine the Installation Cost. Customer shall pay for Installation Cost, as determined by the City, at the time of installation, or Customer shall pay the installation cost prorated over the remaining monthly payments of the Initial Term of this Agreement.

C. Taxes. City shall bill Customer for, and Customer shall pay City for, any applicable state, local, and federal taxes and franchise fees.

D. Cost of Collection. The Customer shall be responsible for any and all costs incurred in the collection of monies due the City, including legal and accounting expenses.

E. Payments. Customer shall pay to City monthly installments, in accordance with the costs City shall issue invoices for Payments no later than the 1st of each month. Customer payment is due, not later than the 15th of each month.

IV. Operations and Maintenance Expenses. City shall have the responsibility to maintain and repair the entire fiber optic telecommunications system.

V. Term and Termination

A. Effective Date. This term of this Agreement shall take effect upon approval by the City Council and Customer.

B. Initial Term. The Initial Term of this Agreement shall remain in effect for three (3) years from the Effective Date of this Agreement or November 1, 2020 whichever is later. The Initial Term shall apply to all Services listed in Exhibit A and all Services that are added during the Initial Term of this Agreement.

C. Customer Termination with Cause. Customer may elect to terminate this Agreement in its entirety, or any Service individually, with cause, provided that Customer shall thereupon pay the remaining monthly Installation charges, if any. Provided Customer provides evidence to City, Customer may terminate this Agreement in its entirety, or any Service individually, for the following reasons:

- i. The facility utilizing Service no longer requires Ethernet, or some like service,
- ii. Customer is ceasing operations at a facility, or relocating operations to a facility at a different location,
- iii. City is violating Terms of this Agreement, or
- iv. City fails to provide Guaranteed Service Availability.

D. Customer Termination without Cause. Notwithstanding such Initial Term, Customer may elect to terminate this Agreement in its entirety, or any Service individually, without cause, provided that Customer shall thereupon pay all the remaining monthly charges for the remainder of the Initial Term, including but not limited to Installation Costs and Bandwidth Costs.

E. City Termination City may immediately terminate Service to Customer without request by, or prior notice to, Customer if:

- i. there exists a condition dangerous or hazardous to life, physical safety or property,
- ii. there is an outstanding order of a court, the Illinois Commerce Commission or other duly authorized authority directing termination, or
- iii. equipment owned by City has been tampered with or used in a manner disruptive to the service of other subscribers and City has reasonable grounds to believe Customer is responsible for such tampering or use.

F. City Disconnection for Non-Payment City may disconnect Service to Customer without request by Customer provided it gives notice thereof at least eight (8) days prior to the proposed disconnection if Customer fails to pay the bills rendered by City in accordance with the terms set forth in this Agreement. If any notice is required under this Section, said notice shall state the date of, and the reason for, the proposed disconnection, and City's telephone number that Customer may call during regular business hours for further information.

G. Extended Term. After the Initial Term, this Agreement shall be extended for two (2) additional three-year terms with a signed amendment (Extended Term). During the Extended Term, the terminating party shall provide a 30-day written notice of termination. Termination during the Extended Term may be without cause by either Party.

VI. Use of Customer Property. Customer shall provide City with a location at each facility for installation of a fiber optic distribution unit and Ethernet equipment. Customer acknowledges that City may use such distribution unit for extension of the fiber optic system to other locations or customers, and Customer agrees to permit City access to such distribution unit during normal business hours upon reasonable advance notice from City or pursuant to such procedures as hereafter established by City and Customer.

VII. Customer's Use of System. During the Initial Term and Extended Term of this Agreement, Customer shall have exclusive use of the private Ethernet connection

on the City's fiber optic network for which the Customer pays. The Customer may privately connect other Customer facilities at its own discretion to the Services listed on Exhibit A, or Services added during the Initial Term, to communicate across the connection provided by this Agreement.

VIII. General Conditions.

A. Force Majeure. Performance by either party shall be excused by an unforeseen occurrence beyond the control of a party which causes a delay or total or partial failure of performance by such party, including but not limited to (1) acts of God; (2) acts or failure to act on the part of any governmental authority other than City or Customer (including but not limited to changes in or enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement); (3) acts of war or public disorders, civil violence or disobedience, blockages, strikes, lockouts, labor disputes, sabotage, insurrection or rebellion; (4) floods, hurricanes, earthquakes, tornadoes, or other similar calamities; (5) explosions or fires; (6) accidents in transportation; or (7) vandalism or cable cuts.

B. Limitations on Service

- i. The Service provided under this Agreement is offered subject to the availability of the necessary facilities and/or equipment and is subject to the terms and conditions of City's tariff.
- ii. City reserves the right to discontinue Service immediately or cancel an application for Service without liability when necessitated by conditions beyond its control, when Customer and/or the end user is using the service in violation of the provisions of City's tariff or in violation of the law, for nonpayment of service or any abuse of the system.
- iii. The Service provided under this Agreement may not be used for any unlawful purpose.
- iv. The Service provided under this Agreement may be used for any lawful purpose for which the service is technically suited.
- v. City does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

C. Limitation of Liability

- i. Any liability of the City for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in providing service occurring in the course of furnishing service and not caused by the negligence of Customer, commences upon activation of the service. In no event will

City's liability exceed an amount equivalent to the 3-month charge to Customer for the service during which such mistakes, omissions, interruptions, delays, errors, or defects in providing service occurred.

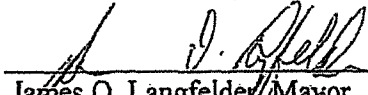
- ii. City shall not be liable for any loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any third party or persons for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any property caused or claimed to have been caused, directly or indirectly, by any act or omission of the City or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of facilities or equipment provided by the City.
- iii. No agents or employees of other carriers shall be deemed to be the agent or employees of the City.
- iv. Customer is required to notify City of any changes to Customer's equipment, including software controlling the equipment's function. City is not liable for interruptions in service caused by Customer's failure to notify City prior to any change.

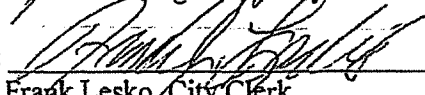
D. Guaranteed Service Availability Availability is on a 24 x 7 basis and is defined to be when Customer equipment is properly configured and connected to the City equipment, that Ethernet traffic will pass between the sites. Availability time pertains to the City network equipment only and does not include the following items: Section VIII. A. (Force Majeure) of this contract, an improper configuration in Customer's network equipment, or an optical cable failure that is beyond City's control. The loss of availability time begins upon notification to the City by Customer of the loss of WAN service. If the City deems the loss of availability to be a City network equipment problem, Customer may terminate service without liability if:

- i. the availability is less than 95% for any one month, or
- ii. the availability is less than 98.5% each month for 3 consecutive months.

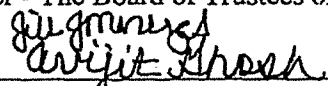
E. Notice of Termination. Any requests to terminate this Agreement shall be in writing by facsimile transmission to 217-789-2136 or by mail to the General Manager of the Office of Public Utilities for City, MCE 4th Floor, 800 E. Monroe Street, Springfield, IL 62757 and to Customer at: UIS - Purchasing Office, One University Plaza, Springfield, IL 62703

CITY OF SPRINGFIELD, ILLINOIS

By:  *JK*
James O. Langfelder, Mayor

Attest: 
Frank Lesko, City Clerk

Customer - The Board of Trustees of the University of Illinois

By:  9-18-20
Avijit Ghosh, Comptroller Date
Signature of Comptroller Delegate,
Jill Menezes, Director of Purchases

9/15/2020

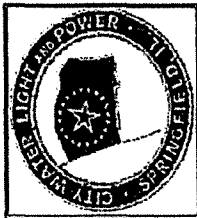


Exhibit A

Connection number	Point A		Point B		Service Start Date	Term of Service (Years)	Type of Service	Monthly Rate	Installation Charge
	Site Name	Address	Site Name	Address					
1	UIS Main Campus	Health & Science Bldg	UIS - Innovate Springfield	15 South Old State Capitol Plaza	11/1/2020	3	100MB Ethernet	\$700	\$0

400-10-20

2026-294

ORDINANCE FACT SHEET

AGENDA NUMBER: _____
DATE OF FIRST READING: _____

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES STAFF MEMBER: Deb Williams

EMERGENCY PASSAGE: Yes No If yes, list justification. _____

BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: \$0.00 BUDGETED: Yes No NEW POSITION: Yes No

STAFFING IMPACT: None

TYPE OF ORDINANCE:

ACCOUNTING INFORMATION:

CLAIM/CASE NUMBERS: (Not Applicable to the Office of Public Utilities)

PRIOR ORDINANCE INFORMATION:

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: N/A CONTRACT AMOUNT: \$0.00
(Original Amount if Change Order)

CONTRACT TERM: N/A TYPE OF AWARD: _____

CHANGE IN SCOPE: Yes No CHANGE ORDER #: _____ ADDITIONAL AMOUNT: _____

ANNEXATION INFORMATION (Not applicable to the Office of Public Utilities)

IS REQUEST AN ANNEXATION: Yes No IF YES, ANNEXATION RATING: _____

ANNEXATION NOTES:

SIGN OFF: _____ Mayor's Office _____ OBM
(When applicable)

The information supplied on this form is not confidential information.

2026-294

STAFF ANALYSIS: (This includes description of work, background on issue and the justification of why the ordinance was not low bid. If you need additional space, please continue on the back of this form.)

The Office of Public Utilities has constructed a fiber optic telecommunications system. The network has the ability to provide WAN (Wide Area Network) services across the system.

This allows computers to pass data between remote facilities at speeds that are as fast as computers in the local buildings. This technology allows for consolidation of computers, servers and the required network equipment along with enhancing the capabilities of the facilities.

University of Illinois, Springfield (UIS) has requested a 100Mbps Ethernet connection(s) from their facility at UIS Health & Science Bldg to Innovate Springfield at 15 S. Old Capitol Plaza. For this service, UIS will pay an installation charge of \$0.00 plus \$700.00 per month of the term of the three (3) contract. This will be done by utilizing existing fiber and communications infrastructure.

UIS may elect to terminate this agreement in its entirety, or any service individually, without cause, provided that UIS shall thereupon pay all the remaining monthly charges for the remainder of the initial term, including but not limited to installation costs and bandwidth costs.

SIGN OFF: _____ Mayor's Office _____ OBM
(When applicable)

The information supplied on this form is not confidential information.

2026-294

**UNIVERSITY OF ILLINOIS CONTRACTUAL AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
AND
CITY OF SPRINGFIELD, ILLINOIS
AMENDMENT NUMBER ONE (1)**

This Amendment is made and entered into by and the City of Springfield, Illinois herein referred to as "City" and The Board of Trustees of the University of Illinois on behalf of UIS Innovate Springfield herein referred to as "Customer" and "UIS".

Whereas, City and Customer entered into an agreement, CN-00050151, dated November 5, 2020, for the term of November 5, 2020 through November 4, 2023, with two (2) three-year renewal terms allowed. Maximum spend of \$25,200.00 for the initial term. City will provide ethernet service for the UIS' Innovate Springfield off-campus location as detailed in the agreement.

Whereas, the City and Customer desire to amend the contractual relationship under the said agreement.

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the agreement as follows:

- I. **V.G. Extended Term:** This Amendment One serves to renew the term ending November 4, 2023. The new term shall be November 5, 2023 through June 30, 2026.
- II. **Exhibit A:** Maximum spend each annual term shall not exceed \$6,000.00. The total maximum spend for the renewal term shall not exceed \$18,000.00.

In witness whereof, City and Customer have caused this Amendment to be executed on the last date and year written below.

City of Springfield, Illinois

The Board of Trustees of the University of Illinois



Authorized Signature

RIK MEADOWS

Print Name

T+D DIRECTOR

Title

Date: 10/17/2023

Comptroller Delegate Signature

Date: _____

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: \$25,225.20

SUGGESTED TITLE: Renewal/ University of Illinois/ Fiber Optic Telecommunications system/ \$25,225.20/ For the Office of Public Utilities

CONTRACTOR / VENDOR NAME: University of Illinois, Springfield VENDOR NO: _____

CONTRACT TERM: 3 years 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: IGA
- Exception: _____
- Code Provision: _____

Previous Ord #'s _____

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

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

REVENUE						
	Fund	Agency	Org	Activity	Object	Amount
1	102	100	71082	CW79		25225.00
2						
3						
4						

EXPENDITURE						
	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

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

Contract

STAFF ANALYSIS

This is a standard renewal ordinance for ethernet service from the City's fiber optic telecommunications system.

This Ordinance authorizes the City of provide telecommunications service to the University of Illinois Board of Trustees on behalf of the University of Illinois, Springfield (UIS), in exchange for payment of UIS to the City of Springfield in an estimated amount of \$25,225.20 over 3 years.

FUNDS CHECK BY: Dakota Capranica
Digitally signed by Dakota Capranica
Date: 2026.05.28 15:46:30 -05'00'

DIRECTOR / SUPERVISOR: Gorsek, Mike
Digitally signed by Gorsek, Mike
Date: 2026.05.28 13:09:42 -05'00'

CITY PURCHASING AGENT: _____

SIGN OFF: _____
(Mayor's Signature) CEY

Date: _____

Date: Scott M. Rogers
Digitally signed by Scott M. Rogers
Date: 2026.05.28 14:52:13 -05'00'

Date: 5/28/2026

(Director of OBM)

The information supplied on this form is not confidential information.

2026-294

1196

AN ORDINANCE ACCEPTING MULTIPLE VENDORS FOR PERFORMANCE OF TRANSMISSION SYSTEM STUDY SERVICES IN AN AMOUNT NOT TO EXCEED \$250,000.00, FOR THE OFFICE OF PUBLIC UTILITIES

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

WHEREAS, this Ordinance approves the authorization of a MISO Generator Study for a three-year timeframe for the Office of Public Utilities' Transmission and Distribution Division; and

WHEREAS, the vendors are Danovo/ Quanta Services, Cross Discipline Engineering LLC, CDG Engineers, Burns & McDonnell, and BHMGE Engineers Inc.; and

WHEREAS, each of the five consultants were chosen for transmission system study services in support of MISO Generator Interconnection Study because each vendor possesses the degree of professional skill and expertise required for the job; and

WHEREAS, in accordance with the provisions of Section 38.38(a) 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 hereby approves the contracts for transmission system study services from the following companies: Danovo/ Quanta Services, Cross Discipline Engineering LLC, CDG Engineers, Burns & McDonnell, and BHMGE Engineers Inc. to furnish a MISO Generator Interconnection Study.

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

Section 3: The Office of Budget and Management is hereby authorized to make payments to the above contractors in an amount not to exceed \$250,000.00 from Account No. 102-100-CBA-7760-1218.

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

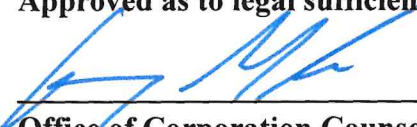
PASSED: _____, 2026

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: Danovo/ Quanta Services, Cross Discipline Engineering LLC,
CDG Engineers, Burns & McDonnell and BHMG Engineers

CONTRACT AMOUNT: \$250,000.00

TYPE OF AWARD: Multi-Vendor- Sole Source/ Professional Service

PRIOR ORDINANCE INFORMATION:

INFORMATION:


Aggregate authorization for \$250,000.00 over three years to be utilized among five consultants for transmission system study services in support of MISO Generator Interconnection Study requirements. Consultant services under this authorization shall only be utilized for fully reimbursable MISO studies. The specific consultant for a given study will be selected by CWLP Planning staff based on technical requirements and consultant availability. Services will be utilized as dictated by MISO requests, so entire amount may not be utilized for a given fiscal year.



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

MEMORANDUM

TO: Emily Rosenberger

FROM: Anthony Quinones – Assistant Purchasing Agent 

DATE: May 8, 2026

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet concerning Multiple Vendors to provide consulting services for various transmission studies in support of MISO Generator Interconnection requirements over a three period in an amount not to exceed \$250,000.00 for CWLP - Office of Public Utilities.

Based on the information provided, I have determined that the vendors cited possess 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.

Office Memorandum



TO: Mike Gorsek
FROM: Shaun Anders
DATE: May 1, 2026
RE: MISO Generator Interconnection Study MSA

As a Transmission Owner who is a member of MISO, CWLP is required to participate in MISO Generator Interconnection processes. This ensures open access to the transmission system for any generator that wishes to interconnect and is consistent with both the MISO Tariff and FERC policy. As part of the Generator Interconnection process, various studies of the transmission system must be performed to identify both the feasibility of interconnecting a generator at a given location in the transmission system and the required scope of any upgrades to the system to facilitate the requested interconnection. While MISO directs these study processes and performs a number of the actual study requirements directly, they also delegate some of the required study scope to the impacted Transmission Owners. This is an efficient arrangement that ensures the affected Transmission Owners, who are the most knowledgeable about the condition and operation of their local transmission networks, are able to identify requirements, issues, and needed upgrades resulting from the proposed project(s).

The study processes in question are governed by the MISO Tariff, but MISO will additionally define the specific scope of the required studies with the Transmission Owner. All such studies are performed by the Transmission Owner and fully reimbursed by MISO, which in turn has been funded by required fees from the generator requesting the interconnection. All direct or internal costs incurred by the Transmission Owner, as well as the cost of any additional consultants or subcontractors utilized by the Transmission Owner, are included in this reimbursement. It is frequently necessary in these situations for CWLP to contract consultants with specific experience in highly technical aspects of the study to complete a portion of the study. CWLP staff will then review the results and incorporate them as part of the larger study to be delivered to MISO.

The scope for a given request can be defined through a single agreement for a specific project. However, the increasing volume of study requests and increasingly challenging timelines required by MISO and FERC can make it difficult to draft, review, and execute a legal agreement for each specific project in a timely manner. To this end, MISO also supports the use of a Master Services Agreement (MSA). The MSA serves as a framework and provides standard terms for these study activities, while streamlining the execution process for a given study. For an individual study, MISO would provide the required study scope to CWLP and request an estimate of the associated cost. MISO would then approve the estimate under the terms of the MSA, CWLP would execute and deliver the study to MISO, and MISO would reimburse CWLP for all actual expenses incurred.

In support of this work, CWLP staff are proposing two ordinances. One is for the execution of a Master Services Agreement between CWLP and MISO for a term of three years to perform fully reimbursable generation interconnection studies as outlined above. The other ordinance is a request for a \$250,000 aggregate authorization to contract consulting services as needed for such studies. This authorization would also be for a term of three years and would be limited to those activities falling under the Master Services Agreement which are fully reimbursable by MISO. CWLP has reviewed the required qualifications to perform the work contemplated and recommends the following vendors:

Danovo/Quanta Services (Vendor VC0000005782)
4020 Westchase Boulevard
Suite 200
Raleigh, North Carolina 27607

Cross Discipline Engineering, LLC (No Vendor Registration)
63 Truman Road
Marshfield, MO 65706

CDG Engineers (Vendor VC0000004208)
One Campbell Plaza
St. Louis, Missouri 63139

Burns & McDonnell (Vendor BU0060051)
425 S Woods Mill Rd #300
Chesterfield, MO 63017

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BHMG Engineers, Inc. (Vendor VC0000000681)
9735 Landmark Parkway Drive
Suite 110A
St. Louis, MO 63127

This vendor list may be amended as appropriate through written authorization by the Electric Division Manager

cc: Rick Meadows
Brian Bell

Project Summary

The Midcontinent Independent System Operator (MISO) has issued a request to _____ as Transmission Owner (TO) for a proposal to perform Definitive Planning Phase (DPP) 2 Initial Interconnection Facilities Study (IFS) reports for new generation interconnections to _____'s transmission system. The MISO queue projects for these reports are and _____.

Project #	Transmission Owner	State	County	Service Type	POI Name
				Network Resource Interconnection Service (NRIS)	
				NRIS	
				NRIS	

The Initial IFS reports will investigate current substation and transmission line layouts to determine modifications and upgrades that will be required for interconnections to occur. Burns & McDonnell will use MISO Business Practices Manual No. 015 - BPM-015-r29 (Manual) to develop the cost and time estimate to construct the Interconnection Facilities necessary to physically and electrically interconnect the proposed Generating Facilities to _____'s transmission system. Burns & McDonnell's approach to the Initial IFS reports are described in the following sections.

Project Execution Plan

Project Management

The project manager will schedule project meetings and will work closely with the project team to verify that deliverables meet the needs of each project and are delivered on time. The project manager will be _____'s main point of contact for any issues related to the scope, schedule, cost, and quality for Burns & McDonnell's efforts on the projects.

Burns & McDonnell will provide the following project management services:

Project Meetings

- Upon award, a virtual kickoff meeting will be scheduled with _____ and Burns & McDonnell. At the kickoff meeting, a formalized schedule will be agreed upon by both parties for the project.
- A site visit will be scheduled during the initial virtual kickoff meeting. The price in this proposal for a site visit covers travel costs for a two (2) day trip for two (2) people.
- After submitting draft versions of the Initial IFS reports and attachments, Burns & McDonnell will schedule a virtual review meeting with _____ to review the deliverables, discuss comments, and solicit feedback on each report. Burns & McDonnell will update the reports after the review meeting and issue the final versions of the Initial IFS reports.

Requests for Information (RFI)

Burns & McDonnell will issue Requests for Information (RFIs) after the kickoff meeting to cover any outstanding items such as drawings, standards, or other _____ related information. These RFIs will also cover information that may be needed from the Interconnection Customers (ICs).

External Stakeholder Communication

Communication with the ICs and MISO will be done by the _____ team. Burns & McDonnell will attend, if requested, virtual meetings and calls with the _____ team, the ICs, and MISO. Two (2) hours per week for the entire three (3) month



duration of the project have been estimated for this effort.

Progress Reporting

Burns & McDonnell will hold bi-weekly calls and/or virtual meetings with _____ for the entire three (3) month duration of the project to provide status updates for each project.

Change Management

Changes to the scope may result in increases to cost and extensions to previously provided scheduled dates. Burns & McDonnell and _____ will notify each other of all necessary changes to the scope brought to their attention. Burns & McDonnell will maintain a change log for each MISO project, which will include the date of awareness, description and justification for the change, and estimated cost impact. Burns & McDonnell will issue a change notice letter to _____ that will include impacts to the scope, schedule, and cost as a request for additional agreement funding from _____. Change management will be a topic that is discussed between _____ and Burns & McDonnell at the recurring meetings established for this project. _____ approval of any change orders must be provided in writing, prior to Burns & McDonnell performing any work related to the scope change.

Scope Development

Burns & McDonnell will provide engineering services to develop a project scope for the Initial IFS reports based on the following sections as well as information provided by _____, the ICs, and MISO.

Substation

Conceptual layouts will be developed for any new or expanded facilities. This will include evaluation of properties to fit substation improvements, development of structure and foundation counts, estimates of grading and crushed rock for the yard and access road(s), and new fencing quantities. The conceptual designs will utilize _____'s standard or typical structures, equipment, and materials. New foundations will be based and estimated on assumed soil types and profiles. Scopes and material lists based on conceptual designs will be developed for each report.

Conceptual one-line diagrams will be developed for each Initial IFS report. _____'s standard relaying requirements will be used to develop Bill of Materials (BOMs) for protection and control elements. SCADA and communication equipment will be included in the BOM as required for each report. It is assumed that Network Upgrades at remote ends, including relay settings, are not included in the reports. _____ will provide appropriate examples, layouts, and requirements to be used in developing P&C scopes and BOMs.

Transmission Line

It is assumed the IC will be responsible for the transmission lines connecting their Generation Facilities (gen-tie lines) to the _____ change of ownership structure(s). Therefore, that scope is not included in these Initial IFS reports. These reports will include conceptual designs of the last span of the gen-tie lines into the _____ stations.

When applicable, existing _____ transmission lines will be tapped and re-routed to new substations to maintain the integrity of the system and standard _____ operations. The new transmission line sections are assumed to be no more than 1,500ft in length. Conceptual designs of these new transmission sections will be performed, and all existing wire types will be used for the conceptual design. If _____ provides the required alternative wire types to be used on these new line sections, they can be included but may result in an additional fee.

Structure types and sizes, including drilled pier sizing, will be estimated based on _____ standards and design criteria. Material quantity take-offs will be generated based on required structure types. These will be used by Burns & McDonnell to develop the project cost estimates discussed later in this proposal and will be provided to _____ for reference.

Environmental, Permitting & Real Estate

Burns & McDonnell will perform an environmental desktop review of the interconnection requests, and those results will be used to develop scope information and a permit matrix for the reports provided for each project. The matrix will include Federal, State, local environmental and construction related permits. Related information such as regulatory agency, expected agency review time, application requirements, estimated costs, and estimated time to acquire the permits will be included. The permitting matrix will be included as an appendix to each project report. No coordination



with any permitting authorities or agencies will be performed as part of this scope, and no permit applications will be completed or submitted.

If any real estate support is needed, such as easement rights-and-restrictions research, it will be performed by . Should additional, supplemental, or revised easements be required, will provide a description of the need and associated costs to Burns & McDonnell to include in the Initial IFS reports. Property boundary information is anticipated to be provided by .

Cost Estimates

After scope development has been completed, Burns & McDonnell will develop a good faith cost estimate for the initial IFS reports. costs for equipment, material, internal labor, construction labor, permitting, environmental, and any other costs incurred by can be used if they are provided to Burns & McDonnell. If costs are not available, Burns & McDonnell will estimate the project components not tied to internal costs based on experience with similar projects in the region. is responsible for providing any internal costs to be included in the estimate.

The cost estimates will include the direct and indirect costs that will be responsible for. Taxes and contingency for unknown conditions can be included in the estimate if provided by . These cost estimates will not include costs under the responsibility of the IC. Cost estimates will be divided into categories as required by MISO.

Deliverables

Burns & McDonnell will deliver three (3) Initial IFS reports per Manual Section 5.3.6 for DPP2023 for the following interconnection requests, consistent with the study objectives in Manual Section 6.2 including Exhibits A1 -A14 when applicable: . Non-applicable Exhibits will be populated as "N/A". Exhibits to be provided by MISO, the IC, or will be labeled as such.

Burns & McDonnell will develop the following Exhibits for each report:

- **Exhibit A2 – One-Line and System Map**
 - Transmission Owner elementary one-line diagram(s) and system maps depicting and identifying the Point of Interconnection, meter point(s), metering and relaying CT arrangements relative to the interconnection, the ownership demarcation(s), the Transmission Owner Interconnection Facilities, Network Upgrades, Stand Alone Upgrades, Substation Network Upgrades, System Protection Upgrades and Affected System Upgrades .
- **Exhibit A3 – General Arrangement Drawings**
 - A site plan and/or general arrangement drawing showing the Transmission Owner's facilities complete with all transmission line structures impacted by the new substation or switching station. This drawing will be based on and developed from the Interconnection Customer provided certified site survey drawing.
- **Exhibit A4 – Transmission Line Drawing**
 - A basic plan view sketch showing the required line tap work or tap structures associated with the interconnection substation or switching station. This drawing will be based on and developed from the Interconnection Customer provided certified site survey drawing.
- **Exhibit A5 – Facilities to be Constructed by TO**
 - A categorized list or tabulation of Transmission Owner Interconnection Facilities, Non-Stand Alone Network Upgrades, Stand Alone Network Upgrades, Substation Network Upgrades, System Protection Upgrades and Affected System Upgrades to be constructed by the Transmission Owner. In addition to estimates based upon assumption that Transmission Owner will build all upgrades listed in this report, provide cost estimate for oversight of Interconnection Customer work assuming Customer elects to self-build Transmission Owner Interconnection Facilities and Stand-alone Network Upgrades.
- **Exhibit A6 – Detailed Cost Estimate of Facilities to be Constructed by TO**
 - A categorized detailed cost estimate of facilities identified in Exhibit A5 as by Transmission Owner, by major component (e.g. transformer, line terminal, breaker, etc.) and by subcomponent (e.g. lightning arrester,



disconnect switches, protection equipment, communication equipment, monitoring and alarm equipment, metering facilities, grounding, special controls or equipment needed to meet stability or short circuit criteria, etc.). Similarly, each transmission line should be subcategorized in a detailed cost estimate by ROW acquisition needs (new/existing, and major/minor) and the major and minor components.

- **Exhibit A9 – Facilities Subject to TO Reimbursement**

- Total categorized cost estimate for Transmission Owner Interconnection Facilities and Network Upgrades (Stand Alone, Non-Stand Alone, and Substation Network Upgrades) including a list or tabulation of Interconnection Facilities or Network Upgrades (Stand Alone, Non-Stand Alone, and Substation Network Upgrades) that are subject to the transmission service credits described in Article 11 of the Agreement.

- **Exhibit A12 – Construction and Coordination Schedule**

- A construction coordination schedule for the Transmission Owner Interconnection Facilities, Network Upgrades (subcategorized by Non-Stand Alone, Stand Alone, and Substation Network Upgrades) identifying long lead items, outage issues and expected critical path coordination items.
- Identify activity start dates, duration of activity and expected completion dates for all major components.
- Identify Progress Payments Identify start-up and test responsibilities.
- Identify Transmission Owner permitting process and issues including right-of-way acquisition for new transmission lines or substations.

- **Exhibit A13 – Permits, Licenses and Regulatory Approvals**

- A listing of permits, licenses, regulatory approvals and authorizations, expected by Transmission Owner, needed for construction of Transmission Owner facilities.

The following information and/or Exhibits will be marked “N/A” or labeled as provided by MISO or the IC in each report:

- **Exhibit A1 (from the IC) - Drawings of the IC’s Generating Facility and IC’s Interconnection Facilities.**

- This would include Interconnection Customer single line or elementary one-line diagram(s) and system maps depicting and identifying the Point of Interconnection, meter point(s), metering and relaying CT arrangements, the Ownership demarcation(s).

- **Exhibit A7 (from the IC) – Facilities to be Constructed by IC, if elected to self-build**

- A categorized tabulation of Transmission Owner Interconnection Facilities, Non-Stand Alone Network Upgrades, Stand Alone Network Upgrades, Substation Network Upgrades, System Protection Upgrades to be constructed by the Interconnection Customer.

- **Exhibit A8 (from the IC) – Detailed Cost Estimate of Facilities to be Constructed by IC, if elected to self-build**

- A categorized detailed cost breakdown of facilities identified in Exhibit A7 by major component (e.g. line terminal, etc.) and by subcomponent (e.g. breaker, lightning arrester, disconnect switches, protection equipment etc.).

- **Exhibit A10 (from MISO, leave blank) – Contingent Facilities**

- A categorized list of contingent facilities needed for this Interconnection Service from higher queued projects with costs that appear in those posted project reports.

- **Exhibit A11 (from the IC) – IC Milestones**

- A list of key project and regulatory activities that must be met in a reasonable time period for the project to maintain its queue position and a requested in-service schedule.

will provide the following information and/or Exhibits to Burns & McDonnell for incorporation into each report:

- **Exhibit A14 – Interconnection and Operating Guidelines**

a listing of interconnection and operating guidelines required by Transmission Owner. These requirements/guidelines may include topics such as system protection facilities, communication requirements, metering requirements, grounding requirements, transmission line and substation connection



configurations, unit stability requirements, equipment ratings, short circuit requirements, synchronizing requirements, generation and operation control requirements, data provisions, energization inspection and testing requirements, if applicable, the unique requirements, if any, of the Transmission Owner to which the facility will be physically interconnected, switching and tagging, data reporting requirements, training, capacity determination and verification (including ancillary services and certification), emergency operations, including system restoration and black start arrangements, identified must-run conditions, provision of ancillary services, specific transmission requirements of nuclear units to abide by all NRC requirements and regulations, stability requirements, including generation short circuit ratio considerations, limitations of operations in support of emergency response, maintenance and testing, voltage schedule requirements and any other specific requirement not listed above.

It is assumed that an Initial IFS report template document will be provided to Burns & McDonnell by [redacted] and will be in accordance with the referenced MISO Manual and started Exhibit requirements.

Any diagrams developed as Exhibits will be preliminary in nature and labeled as such. These diagrams should not be considered final or for construction purposes.

Schedule and Pricing

As previously noted, a schedule will be established with [redacted] during the virtual kickoff meeting. Burns & McDonnell will issue drafts of the Initial IFS reports, and supporting information, for [redacted] review per the agreed upon schedule. The final deliverables will be provided to [redacted] in electronic format along with all related information and files from each of the reports two (2) weeks after receiving draft comments by [redacted] and the virtual review meeting. Burns & McDonnell proposes to issue the deliverables as noted in the table below.

Milestone Project Schedule	
Deliverable/Milestone	Completion
Deliver Preliminary Drawings	Forty Days After Start of DPP Phase 2
Receive [redacted] Comments on Drawings	Two Weeks After Preliminary Drawing Delivery
Deliver Initial IFS Draft Reports	Two Weeks After [redacted] Comments Received
Receive [redacted] Comments on Draft Reports	Two Weeks After Initial IFS Report Delivery
Deliver Initial IFS Reports	One Week After [redacted] Comments Received

Task	Estimated Fee
TOTAL	

Assumptions & Clarifications

1. will provide the following:
 - a. Most recent transmission line design criteria document and station design standards.
 - b. Required wire types for transmission conductors and overhead shield wires.
 - c. Existing station drawings for substation, substation, substation.
 - d. Existing line drawings for the transmission line, transmission line, transmission line.
 - e. Networking communications and remote end protection requirements.
 - f. Development of outage plans and sequences. Outage dates or durations will also be determined and coordinated by
 - g. Any real estate needs for the reports and associated costs.
 - h. LiDAR, ground survey and staking if required.
 - i. Initial IFS report template document from MISO.
2. The IC is responsible for scoping, estimating, and constructing all facilities not included in these reports.
3. Burns & McDonnell assumes the change of ownership structure is at the dead-end structure inside the substation fence.
4. Conceptual transmission line drawings will only include a basic plan view sketch of:
 - a. the TOIF from the change of ownership structure into the substation (one span)
 - b. new transmission sections between existing line and new station (up to 1,500ft)
5. Foundation sizes will be estimated based on the assumption that no significant sub-surface rock will be encountered during construction. Ground grid and foundation installations will be based and estimated on assumed soil types and profiles unless provides Burns & McDonnell this geotechnical data within two (2) weeks of project kickoff.
6. All native soils are assumed to be suitable for shallow foundation or drilled pier designs.
7. Burns & McDonnell assumes a one (1) week turnaround on all requests for information, and requests for comment unless otherwise noted in this proposal. Delays in the owner provided information may necessitate schedule relief.
8. Burns & McDonnell assume a two (2) week turnaround on all deliverables issued to for review. Delays in owner provided review comments may necessitate schedule relief.
9. Burns & McDonnell has assumed all deliverables will be submitted to electronically.
10. This proposal does not include any Burns & McDonnell scope of work or services associated with MISO's DPP Phase 3, including but not limited to scope to be identified in the Network Upgrade Facility Study(ies).
11. Detailed analysis of foundations and structures will not be performed. The reports will assume that loads on existing structures will not change. If structure analysis is determined to be required for a project based on conceptual engineering, the cost of structure analysis will be included in the cost estimate provided in the report. Burns & McDonnell assumes that no significant foundation or structural issues are present on existing structures.
12. Soil improvement plans or other similar soil mitigation measures are not included in the reports.
13. Investigation, analysis, and remediation of hazardous materials is not included in the scope of these reports.
14. Conceptual telecommunications designs will not include detailed analysis/design such as line of sight surveys, path analysis, frequency coordination, fiber optic routes, etc.
15. Estimates prepared by Burns & McDonnell are opinions based on Burns & McDonnell's experience and professional judgement at the time of preparing the estimate. A wide range of conditions including but not limited to cost/availability of labor and materials, economic conditions, government regulations, etc., can significantly affect these estimates which are unknown at the time the estimate is prepared. As such, there is no guarantee that actual

rates, costs, quantities, etc. will not vary significantly from estimates and projections prepared by Burns & McDonnell.

FOR REFERENCE ONLY



Schedule of Hourly Professional Service Billing Rates

Position Classification	Classification Level	Hourly Billing Rate
General Office *	5	\$80.00
Technician *	6	\$101.00
Assistant *	7	\$120.00
	8	\$166.00
	9	\$193.00
Staff *	10	\$220.00
	11	\$238.00
Senior	12	\$272.00
	13	\$295.00
Associate	14	\$304.00
	15	\$306.00
	16	\$308.00
	17	\$313.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
4. A charge will be applied at a rate of \$9.95 per labor hour for technology usage, software, hardware, printing & reprographics, shipping and telecommunications. Specialty items are not included in the technology charge.
5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
6. The services of contract/agency and/or any personnel of a Burns & McDonnell parent, subsidiary, affiliate, related, or associated entity shall be billed to owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell, except that services provided by Burns & McDonnell Global, Inc. will be billed at a Level 6 based on the rates listed above.
7. The rates shown above are effective for services through December 31, 2026, and are subject to revision thereafter. The composition or build-up of the rates shown above are not subject to audit, inspection, or review.

Form IBMR26-4

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Schedule of Hourly Professional Service Billing Rates

<u>Classification</u>	<u>Hourly Billing Rate</u>
Project Support ^{*2}	\$156.00
Analyst *	\$253.00
Lead Analyst *	\$278.00
Consultant *	\$355.00
Manager ³ /Senior Consultant	\$375.00
Director/Senior Manager ³	\$432.00
Managing Director	\$479.00
Principal Consultant	\$536.00

NOTES:

1. Position classifications listed above refer to the firm's internal title system or project role.
2. Project Support includes Technical Writer, Research Assistant, or similar roles defined for the scope of work.
3. Manager includes Project Manager, Section Manager, Product Manager, Research Manager and any other manager title.
4. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
5. Project time spent by corporate officers will be billed at the Managing Director rate.
6. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
7. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month may be added to all amounts not paid within 30 days of the invoice date.
8. The services of contract/agency and/or any personnel of a Burns & McDonnell parent, subsidiary, affiliate, or related or associated entity shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
9. The rates shown above are effective for services through December 31, 2026, and are subject to revision thereafter. The composition or build-up of the rates shown above are not subject to audit, inspection, or review.

Form T326

2026-295



TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Table with 2 columns: Project/Client information and Date of Letter, Proposal, or Agreement/Client Signature.

1. SCOPE OF SERVICES

For the above-referenced Project, Burns & McDonnell Engineering Company, Inc. (BMcD) will perform the services set forth in the above-referenced Letter, Proposal, or Agreement, in accordance with these Terms and Conditions.

2. PAYMENTS TO BMcD

A. Compensation will be as stated in the above-referenced Letter, Proposal, or Agreement. Statements will be in BMcD's standard format and are payable upon receipt.

B. Taxes as may be imposed on professional consulting services by state or local authorities shall be in addition to the payment stated in the above-referenced Letter, Proposal, or Agreement.

3. INSURANCE

A. During the course of performance of its services, BMcD will maintain Worker's Compensation insurance with limits as required by statute, Employer's Liability insurance with limits of \$1,000,000, Commercial General Liability with limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate, and Automobile Liability insurance with combined single limit of \$1,000,000 per accident.

B. If the Project involves on-site construction, construction contractors shall be required to provide (or Client may provide) Owner's Protective Liability Insurance naming Client as a Named Insured and BMcD as an Additional Insured or to endorse Client and BMcD using ISO forms CG 20 10 0704 & CG 20 37 0704 endorsements or their equivalents as Additional Insureds on all construction contractor's liability insurance policies covering claims for personal injuries and property damage in at least the amounts required of BMcD in 3A above.

C. Client and BMcD release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance and self-insurance during and after the completion of BMcD's services.

4. INDEMNIFICATION

A. To the extent allowed by law, Client will require all construction contractors to indemnify, defend, and hold harmless Client and BMcD from any and all loss where loss is caused or alleged to be caused in whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.

B. If this Project involves construction and BMcD does not provide consulting services during construction including, but not limited to, on-site monitoring, site visits, site observation, shop drawing review, and/or design clarifications, Client agrees to indemnify and hold harmless BMcD from any liability arising from this Project or Agreement, except to the extent caused by BMcD's negligence.

5. PROFESSIONAL RESPONSIBILITY- LIMITATION OF REMEDIES

A. BMcD will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If BMcD fails to meet the foregoing standard, BMcD will perform at its own cost, the professional services necessary to correct errors and omissions reported to BMcD in writing within one year from the completion of BMcD's services for the Project.

B. In no event will BMcD be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of Client, and/or governmental fines or penalties.

C. BMcD's aggregate liability for all damages connected with its services for the Project not excluded by the preceding subparagraph, whether or not covered by BMcD's insurance, will not exceed \$100,000.

D. These mutually negotiated obligations and remedies stated in this Paragraph 5, Professional Responsibility - Limitation of Remedies, are the sole and exclusive obligations of BMcD and remedies of Client, whether liability of BMcD is based on contract, warranty, strict liability, tort (including negligence), indemnity, or otherwise.

6. PERIOD OF SERVICE AND SCHEDULE

The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. BMcD's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. BMcD shall make reasonable efforts to comply with deliverable schedules (if any) and consistent with BMcD's professional responsibility.

7. COMPUTER PROGRAMS OR MODELS

Any use, development, modification, or integration by BMcD of computer models or programs does not constitute ownership or a license to Client to use or modify such computer models or programs.

8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS

A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for Client information and convenience only. Such media or transmissions are not to be considered part of BMcD's instruments of service. BMcD, at its option, may remove all indicia of its ownership and involvement from each electronic display.

B. BMcD shall not be liable for loss or damage directly or indirectly, arising out of Client's use of electronic media or data transmissions.

9. DOCUMENTS

A. All documents prepared by BMcD pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by Client or others in extensions of the Project beyond that now contemplated or on any other Project.

others without written verification, adaptation, and permission by BMcD for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to BMcD.

B. In the event that BMcD is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, Client represents that Client either possesses or will obtain permission and necessary rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Client warrants the completeness, accuracy, and efficacy of the information, data, and design provided by or through Client (including prepared for Client by others), for which BMcD shall rely on to perform and complete its services.

10. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS

Estimates, schedules, forecasts, and projections prepared by BMcD relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on BMcD's experience, qualifications, and judgment as a professional. Since BMcD has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, BMcD does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by BMcD.

11. POLLUTION

A. In view of the uncertainty involved in investigating and recommending solutions to environmental problems and the abnormal degree of risk of claims imposed upon BMcD in performing such services, notwithstanding the responsibility of BMcD set forth in Paragraph 5A to the maximum extent allowed by law, Client agrees to release, defend, indemnify and hold harmless BMcD and its officers, directors, employees, agents, consultants and subcontractors from all liability, claims, demands, damages, losses, and expenses including, but not limited to, claims of Client and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs, except where there has been a final adjudication that the damages were caused by BMcD's willful disregard of its obligations under this Agreement. Such indemnification includes claims arising out of, or in any way relating to, the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain, chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant.

B. For claims involving or related to any hazardous environmental condition, pollution, toxic substances or hazardous waste existing at Client's site prior to the performance of BMcD's services or generated by Client during the performance of Contractor's services, Client agrees to release, defend, indemnify and hold harmless BMcD and its officers, directors, employees, agents, subcontractors and subconsultants from (1) all liability, (2) claims, including, without limitation, claims of Client and other third parties, persons, organizations, or agencies (whether public or private), (3) demands, (4) damages, (5) losses, (6) fines, (7) penalties, and (8) expenses, including without limitation reasonable attorney's fees, expenses and court costs, arising out of the performance of this Agreement. Such indemnification and release includes claims which arise out of the actual, alleged, or threatened dispersal, escape, or release of chemicals, wastes, liquids, gases or any other material, irritant, contaminant or pollutant (whether sudden or not) and shall also extend to claims or allegations that BMcD is a "Potential Responsible Party" or to "Environmental Impact Claims" and associated liabilities, including damages assessed BMcD, including any finding or strict liability or joint and several liability.

12. ON-SITE SERVICES

A. Project site visits by BMcD during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make BMcD responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s) failure to perform its work in accordance with the contract documents.

B. Client shall disclose to BMcD the location and types of any known or suspected toxic, hazardous, or chemical materials or wastes existing on or near the premises upon which work is to be performed by BMcD's employees or subcontractors. If any hazardous wastes not identified by Client are discovered after a Project is undertaken, Client and BMcD agree that the scope of services, schedule, and compensation may be adjusted accordingly. Client agrees to release BMcD from all damages related to any pre-existing pollutant, contaminant, toxic, or hazardous substance at the site.

13. CHANGES

Client shall have the right to make changes within the general scope of BMcD's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of Client and BMcD.

14. TERMINATION

Services may be terminated by Client or BMcD by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay BMcD all amounts due BMcD for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by BMcD in terminating the services. In addition, Client may terminate the services for Client's convenience upon payment of twenty percent of the yet unearned and unpaid estimated, lump sum, or not-to-exceed fee, as applicable.

15. DISPUTES, NEGOTIATIONS, MEDIATION

A. If a dispute arises relating to the performance of the services to be provided and, should that dispute result in litigation, it is agreed that the substantially prevailing party (as determined in equity by the court) shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorney's fees and other related expenses.

B. The parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, the parties agree to submit to and participate in a third party-facilitated mediation as a condition precedent to resolution by litigation. Unless otherwise agreed to, mediation shall be conducted under the rules of the American Arbitration Association.

C. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run the date BMcD's services are substantially complete.

16. WITNESS FEES

A. BMcD's employees shall not be retained as expert witnesses, except by separate written agreement.

B. Client agrees to pay BMcD pursuant to BMcD's then current schedule of hourly labor billing rates for time spent by any employee of BMcD responding to any subpoena by any party in any dispute as an occurrence witness or to assemble and produce documents resulting from BMcD's services under this Agreement.

17. CONTROLLING LAW

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Illinois, without regard to any conflicts of law provisions. Parties agree to submit to the exclusive venue and jurisdiction of the 18th Judicial Circuit Court, County of DuPage, Wheaton, Illinois, or the United States District Court, Northern District of Illinois.

18. RIGHTS AND BENEFITS – NO ASSIGNMENT

BMcD's services will be performed solely for the benefit of Client and not for the benefit of any other persons or entities. Neither Client nor BMcD shall assign or transfer interest in this Agreement without the written consent of the other.

19. ENTIRE CONTRACT

These Terms and Conditions and the above-referenced Letter, Proposal, or Agreement contain the entire agreement between BMcD and Client relative to BMcD's services for the Project herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to BMcD's services for the Project are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event Client issues to BMcD a purchase order, no preprinted terms thereon shall become part of this Agreement. Said purchase order documents, whether or

not signed by BMcD, shall be considered only as an internal document of Client to facilitate administrative requirements of Client's operations.

20. SEVERABILITY

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and affect.

- END -



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

Shaun Anders

March 9, 2026

Superintendent of Engineering – Transmission and Distribution

E: Shaun.Anders@cwlp.com

P: 217.321.1323

Ref: Interconnect Study Services Proposal for CWLP

Dear Mr. Anders,

BHMG is pleased to submit this proposal to provide Interconnect Study Services for CWLP. We appreciate the opportunity to support you in evaluating these projects on your system, supporting technical regulatory requirements, and a shared vision of streamlining processes.

This proposal applies to any future requests for Interconnect Study Services, and includes, but is not limited to, the following services:

- Local Planning Criteria (steady state) Transmission Study
- Short-Circuit Study
- System Dynamic Study
- Preliminary and Conceptual Designs for Interconnection Facility
- Budgetary Estimates for Design and Construction of the Interconnection Facility

The major deliverable from these services is the technical portion of the Interconnection Facility Study document, which will be provided to CWLP for submission to regulatory bodies.

The following appendices are included for additional information:

- Appendix A: 2026 Standard Billing Rates

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

Sincerely,

Ben Klene, PE
Consulting Department Manager

BUILD TRUST • PROVIDE SOLUTIONS • ENJOY FREEDOM

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BHMG Standard Rate Table

January 1, 2026 - January 3, 2027

Classification	Hourly Rate
Project Manager IV	\$236.55
Project Manager III	\$230.42
Project Manager II	\$209.11
Project Manager I	\$199.58
Principal Engineer	\$249.31
Engineer IV	\$224.22
Engineer III	\$211.88
Engineer II	\$194.65
Engineer I	\$181.11
Environmental Engineer/Specialist III	\$177.85
Environmental Engineer/Specialist II	\$157.77
Environmental Engineer/Specialist I	\$129.08
Engineer Associate/ Intern	\$118.95
Project Scheduler II	\$136.97
Project Scheduler I	\$124.42
CADD Drafter II	\$157.51
CADD Drafter I	\$141.69

* Out of pocket/actual expenses will be in addition to the rates listed above

* Rates are reviewed annually



One Campbell Plaza
St. Louis, Missouri 63139
T. 314 781 7770 F. 314 781 9075
www.cdgengineers.com

February 19, 2026

Mr. Shaun Anders
Superintendent of Engineering
CITY WATER LIGHT & POWER
1008 East Miller Street
Springfield, Illinois 62702

**RE: Proposal for Professional Services
MISO Interconnection Projects
CDG Proposal No. M26055**

Dear Mr. Anders:

In accordance with recent discussions CDG Engineers, Inc. ("CDG") submits this professional services proposal for your review and consideration.

CDG understands that City Water Light & Power ("CWLP") requires one or more firms to provide professional services for MISO interconnection projects.

SCOPE OF WORK/PROJECT APPROACH:

The services that CDG proposes to render are as follows:

1. **Preliminary/Concept Design:** Perform preliminary/concept design for interconnection facilities to include transmission lines, switchyard, and modifications or additions to existing facilities. Typically, the design includes one-line, bill of material for major materials, a preliminary plan, and initial elevations.
2. **Budgetary/Scoping Estimates:** Develop budgetary/scoping estimates for design and construction of interconnection facilities.

PROFESSIONAL SERVICES FEE:

CDG proposes to provide the professional services at the current rates listed below through 2026:

> Lance Murphy, Project Manager	\$278.50/hour
> Dan Schwab, PE, Senior Substation Engineer	\$208.00/hour
> Greg Buisson, Senior Substation Engineer	\$196.00/hour
> Senior Structural Engineer	\$186.00/hour
> Senior Civil Engineer	\$181.00/hour
> Electrical Engineer	\$177.50/hour
> Line Design Technician	\$131.50/hour
> Designer	\$131.50/hour
> All other support staff	\$167.00/hour

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These billing rates will apply for the calendar year 2026 and will likely increase based on CPI for 2027. It is CDG's understanding that professional services will be performed on a time and material basis at the rates defined above. Any reimbursable expenses will be additional and billed at cost.

TIME OF PERFORMANCE:

CDG will commence work immediately after receipt of written notice-to-proceed. The schedule for project work will be negotiated with CWLP and coordinated with project construction.

Cost of starting, stopping or delaying the project: The fees for professional services identified in this proposal are based on the project schedule provided within this proposal. If the project is delayed or stopped and restarted by the client for an extended period of time, the overall project fee may be subject to an adjustment depending upon the impact of the delay on CDG project efficiency. This adjustment will be determined by identifying actual increased costs and determined in negotiations with the client.

TERMS AND CONDITIONS:

Attached to this proposal is a copy of the CDG Standard Terms and Conditions. These terms and conditions apply to this proposal for professional services. This document is enclosed for your review and reference.

Should you issue an additional document, the CDG Standard Terms and Conditions will apply where not in conflict with such additional document.

AUTHORIZATION:

If you would like to authorize CDG to perform the professional services outlined in this proposal, please indicate your acceptance of the terms and conditions of this proposal letter by issuing a professional services agreement or by communicating some other form of written acceptance.

Respectfully submitted,

CDG Engineers, Inc.

Handwritten signature of Kevin T. Cox in blue ink.

Kevin T. Cox, PE
Principal

Handwritten signature of Lance Murphy in blue ink.

Lance Murphy
Manager, Transmission & Distribution Services

Attachments: CDG Standard Terms and Conditions
Qualifications



TERMS AND CONDITIONS

AGREEMENT These terms and conditions constitute an agreement between CDG Engineers, Inc. ("CDG") and the Client addressed in the accompanying proposal letter to which these Terms and Conditions are attached. Any changes to these Terms and Conditions must be mutually agreed to in writing. Both CDG and the Client are deemed to have accepted these Terms and Conditions for the project described when this work is authorized.

PROFESSIONAL SERVICES; STANDARD OF CARE a) CDG shall provide only those basic services described in the accompanying proposal letter unless additional services are added upon mutual written agreement between both parties. Specialty services such as geotechnical engineering, hazardous waste removal identification, etc. are not provided unless otherwise specified in the accompanying proposal through the use of sub-consultants. Client has reviewed the scope of services and has determined that it does not need or want a greater level of service than that being provided. **b)** CDG will perform all services in a good and workmanlike manner consistent with the standard of care normally exercised by others in the profession in question and in the same community. Nothing in this Contract shall be construed to constitute an expressed or implied warranty, including (but not limited to) any warranty of merchantability or fitness for a particular purpose. **c)** CDG shall be responsible only for its activities and those of its employees on site. CDG will not direct the work activities of the Client's employees or any construction contractors, sub-contractors or any of their employees, or other individuals not employed by CDG. CDG will abide by any job-site safety programs identified by the Client but will not be responsible for job-site safety of any workers or persons not employed by CDG. CDG will not control or be responsible for the construction means, methods, sequencing or procedures of any construction contractors, sub-contractors or any of their employees. CDG will not be responsible for the failure of any Contractor to perform the Work in accordance with the Contract Documents. In addition, CDG will not be responsible for identification of unsafe conditions, nor for the identification, handling, or removal of hazardous or toxic substances.

COMPLIANCE WITH LAWS CDG possesses all licenses, permits and other authorizations from any governmental entity necessary for the performance of services hereunder. CDG shall comply with all applicable laws, statutes, ordinances, codes, regulations, orders rules and other requirements related to the performance of services hereunder.

ESTIMATES As CDG has no control over construction costs or contractor's prices, any construction cost estimates are made on the basis of CDG's experience and judgment as a design professional; but it cannot and does not warrant or guarantee the contractor's proposals, bids or costs will not vary from its estimates.

INSURANCE During the term of this Contract, CDG shall procure and keep in effect a policy or policies of comprehensive general liability insurance including public liability, property damage, contractual liability, vehicular liability, professional liability and workers compensation insurance, each with a minimum combined single limit of Two Million Dollars (\$2,000,000). To the extent that property insurance covers a loss, the parties waive all rights against each other, including the rights of subrogation, to the extent of such insurance coverage.

TIME OF PERFORMANCE CDG will commence work immediately after receipt of written notice-to-proceed and receipt of all required information from the Client. CDG will endeavor to complete the project within the time stated in the proposal, but will not be responsible for delays caused by events beyond CDG's control.

TERMINATION OF SERVICES This Contract may be terminated by either party upon not less than fourteen (14) days written notice should the other party fail to substantially perform in accordance with these terms and conditions, which includes the failure to make payments to CDG in accordance with this Contract.

DISPUTE RESOLUTION a) Any claim, dispute, or other matter in question arising out of this Contract, shall first be submitted to nonbinding mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association ("AAA"). Mediation shall be held where the project is located and both parties shall share equally in the mediator's fees and filing fees. **b)** Any claims, disputes, or other matters in question arising out of or relating to this Contract that are not resolved by mediation shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA. A demand for arbitration must be made within a reasonable time, and before the expiration of the applicable statute of limitations. Arbitration shall be held where the project is located and both parties shall share equally in the arbitrator's fees and filing fees.

COMPENSATION The Client agrees to compensate CDG in the amount stated in the accompanying proposal letter for the basic services described therein and agrees to additional compensation for such additional services as may be subsequently amended to this Contract. Unless stated otherwise in the accompanying proposal letter, the quoted compensation for the services described is fixed for a period of thirty days from the date of the proposal letter. An invoice for progress payments will be submitted monthly during the performance period of this Contract. It is agreed that monthly progress payments for fees earned under this contract are due and payable within thirty (30) days of submission of invoices. It is further understood that if the project is terminated, or if any work being performed is suspended in whole or in part prior to the completion of any phase, payment will be due in direct proportion to the amount of work accomplished. Unless specifically itemized in the accompanying letter, reimbursable expenses are in addition to the stated compensation for basic and additional services.

LIMITATION OF LIABILITY To the fullest extent permitted by law, CDG's liability to the Client for any claims, losses, expenses, or other damages arising out of this Contract shall be limited to and shall not exceed the agreed upon and paid compensation for basic and additional services covered under this Contract. Neither party shall have any liability to the other party for loss of profit, loss of use, or any other indirect, incidental, special or consequential damages ("Consequential Damages") incurred by the other party, whether brought in an action for breach of contract, tort, or strict liability, and irrespective of whether caused by or allegedly caused by either party's negligence, and both parties waive all rights to bring any claims for Consequential Damages.

CONFIDENTIALITY CDG acknowledges that in connection with this Contract it may receive certain confidential or proprietary technical and business information of Client ("Confidential Information"). CDG, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as necessary to perform services hereunder or except as may be required by any governmental authority. Notwithstanding the foregoing, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of CDG, or is otherwise properly received by a third party without an obligation of confidentiality.

DOCUMENTS CDG shall retain all rights to all documents and electronic media produced by CDG under this Contract, and they may be used by the Client only for the project stated in the accompanying proposal letter.

MISCELLANEOUS This Contract and the rights of the parties shall be governed by the laws of the state of Missouri. If any provision contained herein is found to be illegal or unenforceable, the enforceability of the remaining provisions shall not be impaired. This Contract is entered into by the parties for the sole benefit of the parties and nothing contained herein is intended to nor shall create any rights or benefits in any third party. Neither party may assign this Contract to a third party without the written consent of the other.

October 2012

2026-295



ENGINEERING A BETTER WAY

OFFICES IN:

St. Louis, Missouri (Headquarters)

One Campbell Plaza
St. Louis, Missouri 63139
314.781.7770

Sheridan, Wyoming

Troy, Illinois

Charlotte, North Carolina

www.cdgenengineers.com



ESTABLISHED:

CDG was established in 1992 as part of the reorganization of a firm that was originally founded in 1941 as Neal J. Campbell Consulting Engineers.

CAPABILITIES:

CDG is a full service, multi-discipline engineering firm with capabilities in electrical, mechanical, structural and civil engineering. With extensive experience working in power generation and power delivery for utility providers, CDG has developed the reputation of a top engineering firm in the utility market segment.

TECHNOLOGY:

Resources include up-to-date CADD systems and software capabilities in AutoCAD and MicroStation for design, 3-D modeling, animations, visualization graphics, Geographic Information Systems (GIS), Building Information Modeling (BIM) and Revit, etc.

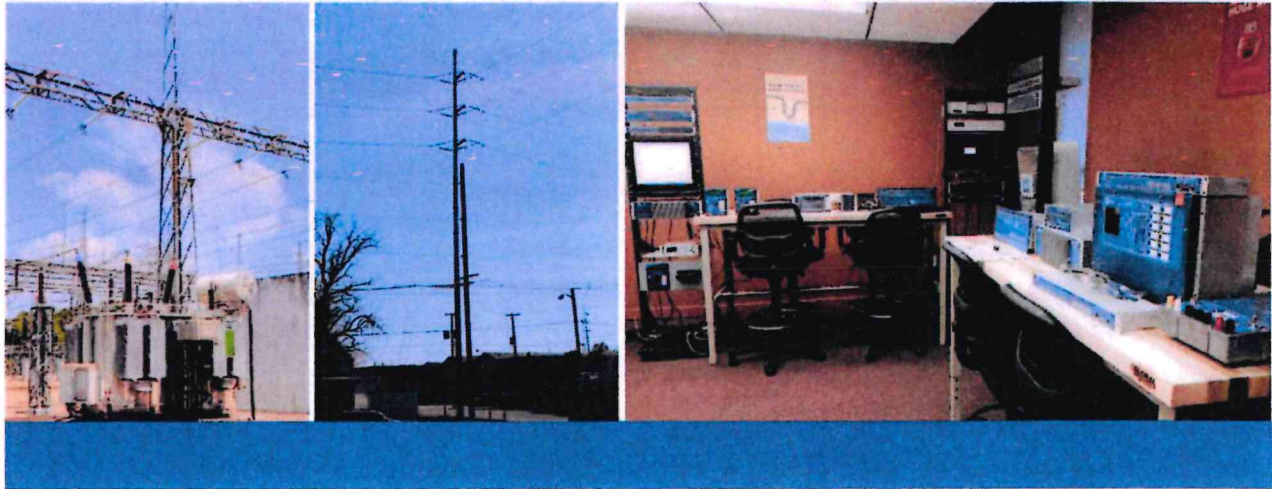
SMALL BUSINESS CERTIFICATION:

CDG is classified as a small business by the U.S. Federal Government. The firm is registered on the SAM.gov website and has successfully worked under nationwide IDIQ contracts for the U.S. Army Corps of Engineers.

CORE CAPABILITIES

- > Transmission & Distribution
- > Automation & Controls
- > Integrated Resource Planning
- > Arc Flash Analysis
- > Bottom Ash Conversion
- > Dust Mitigation
- > Coal Handling Systems
- > Design Technologies

Generating innovative solutions for optimizing your systems, so you can not only keep up with change - but stay ahead of it.



CDG is a full-service consulting firm that provides engineering services at each phase of your project and bring it to fruition. Our team has worked in the Transmission and Distribution market segment since 1991 and has strong, established relationships with utilities, regulators, EPCs and contractors. CDG provides multi-discipline design services to improve system reliability and energy delivery through design and upgrades at Substations, High-Voltage Transmission and Distribution Lines, Renewable Installations, and SCADA communications. CDG's staff brings the experience and responsiveness to make your project successful.

SUBSTATION DESIGN ENGINEERING

- > Full Discipline - Civil, Structural & Electrical Engineering
- > Greenfield Design up to 345kV
- > Equipment Selection
- > Site Layout & Grading
- > Flood Studies
- > Permitting
- > Foundations
- > Custom & Standard Structures

TRANSMISSION LINE ENGINEERING

- > Distribution Line Design
- > Transmission Line Design
- > Tower Analysis
- > River Crossings
- > Seismic Design

PROJECT MANAGEMENT

- > Owner's Engineer
- > Cost Control
- > Field Support

SUBSTATION MAINTENANCE & UPGRADES

- > Arc Flash Studies
- > Protection & Control Design
- > Legacy Relay Upgrades

RENEWABLE INTEGRATION

- > POI Design
- > Medium Voltage Power Infrastructure Design
- > SCADA - Ignition Integrator, GE, iFIX, Cimplicity, SEL RTAC

SCADA & COMMUNICATIONS

- > Radio/Cellular RTU Design & Programming
- > Fiber Communication Design
- > Communication Tower Design

TESTING & COMMISSIONING

- > Relay Testing
- > Protection & Automation Lab for Bench Testing
- > Field Relay Commissioning, Implementation & Testing

SOFTWARE

Electrical

- SKM - Power Flow & Arc Flash
- ETAP - Power Flow & Arc Flash
- Doble Protection Suite
- SEL Suite of Products
- SCADA (Ignition, GE, Cimplicity, iFIX, SEL, etc.)

Line Design & Structural

- PLS-CADD
- SAPS
- PLS-TOWER
- tnxTower
- PLS-POLE
- LPILE/GROUP

CLIENT SAMPLE

- Ameren
- Centerpoint Energy
- Southern Illinois Power
- McCarthy Building Companies
- Azimuth Energy
- Cuivre River Electric
- Kirkwood Electric
- NCEMC

St. Louis, Missouri (Headquarters)
One Campbell Plaza
St. Louis, Missouri 63139
314.781.7770

www.cdgengineers.com



2026 Fee Schedule

Labor Rate Category	Base Rate
Senior Consultant – Level V	\$340.00
Senior Consultant – Level IV	\$307.00
Senior Consultant – Level III	\$281.00
Senior Consultant – Level II	\$249.00
Senior Consultant – Level I	\$223.00
Engineer - Level VIII	\$276.00
Engineer - Level VII	\$257.00
Engineer - Level VI	\$239.00
Engineer - Level V	\$222.00
Engineer - Level IV	\$203.00
Engineer - Level III	\$187.00
Engineer - Level II	\$165.00
Engineer - Level I	\$147.00
ROW Agent	\$155.00
Land Services – Level V	\$236.00
Land Services – Level IV	\$209.00
Land Services – Level III	\$193.00
Land Services – Level II	\$175.00
Land Services – Level I	\$151.00
Construction Manager - Level V	\$275.00
Construction Manager - Level IV	\$242.00
Construction Manager - Level III	\$218.00
Construction Manager - Level II	\$195.00
Construction Manager - Level I	\$170.00
Field Technician - Level V	\$227.00
Field Technician - Level IV	\$200.00
Field Technician - Level III	\$178.00
Field Technician - Level II	\$153.00
Field Technician - Level I	\$131.00
Program Manager	\$255.00
Program Analyst - Level V	\$234.00
Program Analyst - Level IV	\$198.00
Program Analyst - Level III	\$174.00
Program Analyst - Level II	\$148.00
Program Analyst - Level I	\$128.00

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Labor Rate Category	Base Rate
Project Manager - Level V	\$236.00
Project Manager - Level IV	\$210.00
Project Manager - Level III	\$190.00
Project Manager - Level II	\$168.00
Project Manager - Level I	\$148.00
Construction Observer - Level V	\$232.00
Construction Observer - Level IV	\$202.00
Construction Observer - Level III	\$178.00
Construction Observer - Level II	\$153.00
Construction Observer - Level I	\$131.00
Designer - Level V	\$200.00
Designer - Level IV	\$176.00
Designer - Level III	\$157.00
Designer - Level II	\$135.00
Designer - Level I	\$116.00
Contract Administrator - Level V	\$215.00
Contract Administrator - Level IV	\$185.00
Contract Administrator - Level III	\$161.00
Contract Administrator - Level II	\$133.00
Contract Administrator - Level I	\$111.00
Distribution Staking - Level V	\$207.00
Distribution Staking - Level IV	\$184.00
Distribution Staking - Level III	\$162.00
Distribution Staking - Level II	\$141.00
Distribution Staking - Level I	\$119.00
GIS Specialist - Level V	\$186.00
GIS Specialist - Level IV	\$157.00
GIS Specialist - Level III	\$134.00
GIS Specialist - Level II	\$112.00
GIS Specialist - Level I	\$92.00
Technician - Level V	\$187.00
Technician - Level IV	\$159.00
Technician - Level III	\$134.00
Technician - Level II	\$110.00
Technician - Level I	\$90.00

2026-295



Labor Rate Category	Base Rate
CAD Technician - Level V	\$185.00
CAD Technician - Level IV	\$158.00
CAD Technician - Level III	\$135.00
CAD Technician - Level II	\$114.00
CAD Technician - Level I	\$95.00
Administrative/Clerical - Level V	\$155.00
Administrative/Clerical - Level IV	\$131.00
Administrative/Clerical - Level III	\$107.00
Administrative/Clerical - Level II	\$85.00
Administrative/Clerical - Level I	\$62.00

NOTIFICATION/RESTRICTED USE:

The information provided in this "Fee Schedule" shall not be shared outside of any of the parties involved with this engineering/contract proposal. Written permission must be received from Cross Discipline Engineering before any of this information can be shared with other outside parties.



Equipment Rates

Equipment Rate Category	Base Rate
GPS Rover Combo per day	\$208.00
GPS Rover Combo per week	\$728.00
GPS Rover Combo per month	\$2,080.00
GPS VRS Combo per day	\$260.00
GPS VRS Combo per week	\$1,040.00
GPS VRS Combo per month	\$3,120.00
GPS Base & Rover Combo per day	\$416.00
GPS Base & Rover Combo per week	\$1,560.00
GPS Base & Rover Combo per month	\$4,160.00
Robotic Total Station (Leica 5" accuracy) per day	\$416.00
Robotic Total Station (Leica 5" accuracy) per week	\$1,144.00
Robotic Total Station (Leica 5" accuracy) per month	\$3,640.00
Total Station (Leica 5" accuracy) per day	\$156.00
Total Station (Leica 5" accuracy) per week	\$416.00
Total Station (Leica 5" accuracy) per month	\$1,248.00
4x4 1/2-ton Crew Cab Pick-up Truck per day	\$184.00
Drone with photogrammetry per day	\$260.00
Drone with photogrammetry per week	\$624.00
Drone with photogrammetry per month	\$2,080.00
UAV (Drone) - quoted on a job-by-job basis	
Terrestrial LiDAR - quoted on a job-by-job basis	

Travel, Expense, Supplies, and Subcontractor Notes:

- Mileage will be reimbursed at the current Federal Rate as published by the Internal Revenue Service. Mileage is not applicable if a daily vehicle use fee is charged in place of mileage.
- Per diem will be reimbursed at the current Federal Rate as published by the Internal Revenue Service.
- Lodging will be reimbursed at cost.
- Travel Expenses such as airfare, rental cars, tolls, etc. will be reimbursed at cost.
- Travel time will be billed at the full hourly rate.
- Airline tickets are coach rate to the commercial airport nearest the work site for domestic travel.
- Airline tickets are business class rate to the commercial airport nearest the work site for international travel.
- Postage/shipping expenses will be reimbursed at cost.
- Any special materials required will be reimbursed at cost plus 10%.
- Subcontracted services will be billed at cost plus 12% management fee unless otherwise proposed for sub-contracts under \$100k and 20% management fee unless otherwise proposed for sub-contracts at or above \$100k.

Other Notes:

- Overtime rates, of 1.5 times standard rates, apply to time excess of 10 hr days only when working away from Cross Discipline Engineering (CDE) offices as well as any work away from CDE offices on weekends or US Holidays. General mobilization days and meeting attendance do not constitute overtime rates only remote site work assignments.
- Rates and reimbursable expenses may be adjusted annually to reflect equitable changes in the compensation payable to the Engineer.

"CONFIDENTIAL" NOTIFICATION/RESTRICTED USE:

The information provided in this "Fee Schedule" shall not be shared outside of any of the parties involved with this engineering/contract proposal. Written permission must be received from Cross Discipline Engineering before any of this information can be shared with other outside parties.



DANOVO
ENERGY SOLUTIONS

A QUANTA SERVICES COMPANY

4020 Westchase Boulevard
Suite 200
Raleigh, North Carolina 27607

PHONE 919-334-4000
WEB <http://www.danovoenergy.com>

April 14, 2026

Brian Bell

Supervisor of Electric Planning
City Water, Light & Power | 1008 E. Miller St. | Springfield, IL 62702

RE: Information on Danovo Energy Solutions

Dear Brian,

Our experience and capabilities include performing comprehensive steady-state, dynamic, electromagnetic transients (EMT), and short-circuit analyses to support system impact studies for transmission expansion, generator interconnections, renewable integration, and large load additions. We have a strong track record in developing power flow models, executing interconnection studies, and delivering transmission solutions across major ISOs, including NYISO, MISO, PJM, SPP, WECC, and ISO New England.

We have led long-term transmission planning efforts, including scenario development and expansion studies aligned with FERC Orders 1000 and 1920, identifying upgrades driven by load growth, generation retirements, and new interconnections. Our team brings deep expertise in modeling inverter-based resources (IBRs), including advanced dynamic and EMT simulations using PSS®E and PSCAD, supported by rigorous model validation and cross-platform benchmarking. We maintain strong collaboration with ISOs, utilities, manufacturers, and vendors to ensure accurate and defensible modeling assumptions.

Danovo Energy Solution also has extensive experience evaluating transmission needs against NERC standards, MISO Transmission Expansion Planning (MTEP) guidelines, and transmission owner criteria (e.g., Entergy, ATC), identifying constraints and reliability issues through steady-state, stability, and short-circuit analyses. Additionally, we provide advanced short-circuit modeling and have developed automated platforms for reliability assessments (including N-1, N-1-1, transfer limits, PV analysis, security-constrained dispatch, and optimal transfer) enhancing study efficiency, consistency, and overall quality.

Furthermore, we have developed proprietary algorithms to validate data accuracy and interpolate missing parameters, supporting utilities and ISOs in model validation and deficiency reviews for transmission and interconnection applications. We also bring experience in developing methodologies to evaluate, rank, and compare the impacts of transmission projects, enabling informed planning and investment decisions.

2026 rates are provided on the next page.

Table 4-1. Danovo Energy Solutions' Standard Hourly Rates for 2026

TITLE	2026 STANDARD RATES
Industry Advisor	\$498
Executive Advisor	\$436
Principal Advisor	\$368
Senior Advisor	\$310
Advisor	\$263
Principal Engineer/Consultant	\$237
Senior Engineer/Consultant	\$215
Engineer/Consultant III	\$195
Engineer/Consultant II	\$175
Engineer/Consultant I	\$155
Senior Project Manager	\$249
Project Manager	\$219
Analyst	\$126
Administrative	\$64

Sincerely,
Ali Iravani
Senior Director, Transmission Planning
Cell 984.218.0501
Email airavani@danovoenergy.com



**QUANTA
TECHNOLOGY**

4020 Westchase Boulevard
Suite 200
Raleigh, North Carolina 27607

PHONE 919.334.3000
WEB quanta-technology.com

2026 HOURLY RATE SCHEDULE

Title	Standard
Industry Advisor	\$498
Executive Advisor	\$436
Principal Advisor	\$368
Senior Advisor	\$310
Advisor	\$263
Principal Engineer	\$237
Senior Engineer	\$215
Engineer III	\$195
Engineer II	\$175
Engineer I	\$155
Principal GIS Solution Architect	\$209
Senior GIS Solution Architect	\$188
GIS Solution Architect	\$170
Principal Technician	\$150
Senior Technician	\$132
Technician	\$107
Senior Project Manager	\$249
Project Manager	\$219
Project Coordinator	\$161
Principal Business Analyst	\$237
Senior Business Analyst	\$215
Business Analyst	\$195
Analyst	\$126
Administrative	\$64

Rates subject to change
All Expenses at cost

Quanta Technology Rate Schedule 2026

2026-295

QUANTA TECHNOLOGY, LLC
d/b/a DANOVO ENERGY SOLUTIONS
4020 WESTCHASE BOULEVARD, SUITE 200, RALEIGH, NC 27607
PHONE 919-334-3000 FAX: 919-334-3001

STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions for consulting services ("Agreement") are made and entered into this ____ day of _____, 2026 ("Effective Date"), by and between _____ (Company Name) a _____ (State of Organization) _____ (Type of Company), with its headquarters at _____, ("Company"), and Danovo Energy Solutions, a Delaware limited liability company, with its headquarters at 4020 Westchase Boulevard, Suite 200, Raleigh, North Carolina, 27607 ("Danovo"). Each company shall be known individually as a "Party" or collectively as the "Parties" to this Agreement.

WITNESSETH:

WHEREAS Company wants to retain Danovo to perform consulting services with respect to _____ (type of work); and

WHEREAS, Danovo wants to perform consulting services on behalf of Company, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Danovo and Company agree to the foregoing and as follows:

SECTION 1: SERVICES

- 1.1 *Statements of Work; Unauthorized Work.*** The Work to be done under this Agreement shall be set forth in a written Statement of Work (a "SOW"). Danovo shall not provide services or incur expenses under this Agreement except to the extent that Company has expressly authorized Danovo to do so pursuant to a SOW executed by both Parties, and Company shall have no obligation with respect to fees assessed or expenses incurred by Danovo other than pursuant to a SOW. Changes to the scope of services or deliverables described in the applicable SOW (including any corresponding increase or decrease in pricing) shall not be effective unless set forth in a written change order executed by Company and Danovo.
- 1.2 *SOW Requirements.*** The SOW shall refer to and incorporate by reference this Agreement. In the event of a conflict between the terms of this Agreement and the SOW, the terms of the SOW shall prevail. The SOW shall include (a) the start date, location, timeline for the project, and duration of the project; (b) a description of the project and the services to be performed by Danovo; (c) the professional fees to be charged by Danovo (including any Company required overtime rates) and expenses to be reimbursed by Company; (d) the names of all key project personnel; (e) billing information; and (f) such other information as may be

pertinent to the services to be performed by Danovo. Company acknowledges and agrees that this Agreement and the Statements of Work that may be entered into by the Parties set forth the sole and exclusive duties and obligations of Danovo and that Company shall be solely responsible for performing all other duties, tasks, and obligations relating to any project that are not specifically described in this Agreement or in a SOW including, without limitation, the duties, tasks, and obligations set forth in Section 1.3.

1.3 Company's Responsibilities. Company shall, in connection with this Agreement and the SOW:

- a) Designate one (1) person to serve as a single point of contact for Danovo to use for all questions and issues relating to the project described in the SOW. Such person shall be authorized to make and convey decisions and requests on behalf of the Company.
- b) Provide sufficient qualified personnel who are capable of performing the Company's duties, tasks, and obligations under this Agreement and the Statements of Work.
- c) Provide Danovo with access to Company's facility during Company's normal business hours and otherwise as reasonably requested by Danovo in order to facilitate Danovo's ability to timely perform the services described in the SOW.
- d) Provide Danovo with such working space and office support (including access to telephones, photocopying equipment, and the like) as they may reasonably request.
- e) Perform such other duties and tasks as may be reasonably required to permit Danovo to perform its duties, tasks, and obligations under any SOW.
- f) Company shall provide or make available to Danovo such data in Company's possession that is reasonably necessary for Danovo's performance of the Work. Danovo shall be entitled to reasonably rely upon the accuracy, timeliness, and completeness of the information provided by Company.
- g) Company shall give notice to Danovo whenever Company observes or becomes aware of any development that affects the scope or timing of the Work or of any defect in the Work of Danovo or others working under the supervision of Danovo.
- h) Company acknowledges and agrees that its failure to perform or to timely perform any of its obligations under this Agreement and any Statements of Work may affect the timing and cost of services to be provided by Danovo under this Agreement and any Statements of Work.

1.4 Subcontractors. Company acknowledges and agrees that Danovo may retain the services of independent subcontractors ("Subcontractors") from time to time to perform, or assist Danovo in performing, services under this Agreement and any Statements of Work. All Subcontractors shall perform such services under Danovo's direction and control and shall act as independent contractors of Danovo. Danovo guarantees that any Subcontractors retained under this Section will be subject to and abide by the rules of Confidentiality provided for in this Agreement or by any Confidentiality and/or Non-Disclosure Agreement

signed between Company and Danovo. For purposes of Confidentiality between the Parties, Subcontractors will be considered a representative of Danovo.

- 1.5 Company's Policies and Procedures.** Danovo shall, in connection with its performance of services under this Agreement and any Statements of Work, use reasonable efforts to adhere to all Company's policies and procedures that have been communicated to Danovo in writing in order to minimize any disruption to Company's personnel, customers and general working environment.

SECTION 2: SERVICE FEES AND PAYMENT

- 2.1 Time and Material Service Fees.** Fees for consulting services provided under this Agreement shall be set forth in any applicable SOW. Company shall pay to Danovo those service fees that are identified in the applicable SOW for services rendered by Danovo in accordance with such SOW. Expenses, as defined in Section 2.5, shall be added at cost.
- Danovo will normally adjust its service fees on an annual basis, effective January 1 of the subsequent year. A 60-day notice of the adjusted rates will be provided by Danovo prior to the adjusted rates becoming effective under this Agreement.
- Time and material service fees and applicable expenses will be invoiced on a monthly basis.
- 2.2 Fixed Price Service Fees.** Certain Statements of Work may be mutually agreed between Danovo and Company to have a fixed (lump-sum) price for consulting services. Applicable expenses will be added at cost.
- A fixed-price SOW shall have a payment schedule defined that identifies payment amounts and milestones.
- 2.3 Invoices.** Danovo will submit all invoices and backup documentation in accordance with the instructions given in the SOW.
- 2.4 Payment of Invoices.** All fees owed for services rendered by Danovo shall be due and paid by the Company within thirty (30) calendar days after the date of Danovo's invoice for such services. If Company fails to remit payment within such thirty (30) calendar-day period, Company shall pay interest on the amount due under such invoice at the rate of one and one-quarter percent (1.25%) per month or the highest rate permitted to be charged by applicable law, whichever is lower.
- 2.5 Out-of-Pocket Expenses.** Company shall reimburse Danovo for all Out-of-pocket Expenses (Expenses) incurred by Danovo in connection with consulting services performed under this Agreement. Such expenses will include travel and lodging to Company sites and any special expenses requested by Company (i.e., bulk quantity of photocopies, special testing apparatus, etc.).
- 2.6 Taxes.** Company shall pay all personal property, sales, use, and other taxes (excluding taxes based upon Danovo's net income) that are imposed as a result of the execution or performance of this Agreement and any Statements of Work. Any amount due from Company

under this Section shall be paid directly by Company, where appropriate, or shall be reimbursed to Danovo upon payment thereof by Danovo.

SECTION 3: CONFIDENTIALITY; PUBLICITY

- 3.1 Confidential Information.** Both Parties (Confidential Information “Provider” or Confidential Information “Recipient”) acknowledge that, as a result of Company’s retention of Danovo, both Parties will be provided with and/or have access to, whether verbally, in writing, or visually, non-public information deemed to be confidential by the Parties, their affiliates, or a third Party to which said Party owes a duty of Confidentiality with respect to such information (“Confidential Information”). Confidential Information shall include all information (i) marked (or, in the case of information disclosed verbally or visually, otherwise contemporaneously identified) as “Confidential,” “Proprietary,” “Trade Secret,” or in a similar manner, or (ii) which relates to a Party’s business, operating, or financial concerns, procedures, or processes, personnel, customer data, operating procedures, technology, or any other business activity.
- 3.2 Use and Disclosure.** All Confidential Information provided by or on behalf of Provider remains the sole property of its Provider. Recipient shall hold and maintain such Proprietary Information in the strictest confidence and in trust and shall use such Proprietary Information only for the specific purpose for which it was disclosed or delivered to Subcontractor. Recipient shall, at Recipient’s sole cost and expense, take all necessary actions and precautions to protect the Confidentiality of such Confidential Information and any documents or other materials containing any Confidential Information, and shall immediately notify Provider in writing upon its discovery of any such unauthorized use or disclosure of such Confidential Information. Recipient shall restrict access to Confidential Information only to employees of Recipient who clearly need such access in order to participate in Recipient’s business relationship with Provider and who have been instructed to comply with the terms of this Agreement.
- 3.3 Exceptions.** Section 3.2 shall not apply after three (3) years from the date of completion of the services under the final SOW entered into under this Agreement in connection with which the information in question was disclosed unless (i) such information is a trade secret, in which case the restriction shall not expire, or (ii) such information is subject to a longer restriction imposed by a third Party, which restriction has been effectively communicated to Recipient. Section 3.2 shall also not apply to any information which (i) becomes known to Recipient from an independent source without violation of an obligation of Confidentiality, or (ii) is (a) in the public domain at the time it was disclosed to Recipient or at any time thereafter, or (b) already known to Recipient at the time of disclosure, or (c) independently developed by Recipient without the use of or reference to any Confidential Information. Notwithstanding Section 3.2, Recipient shall not be prohibited from disclosing Confidential Information to the extent that such disclosure is required by a court or regulatory agency acting within its authority; provided, that Recipient shall first inform Provider of the disclosure requirement to allow Provider to challenge the disclosure requirement should Provider wish to do so.

- 3.4 Remedies.** Recipient acknowledges that the use or disclosure of Confidential Information in violation of this Agreement may cause substantial and irreparable injury to Provider and that Provider may obtain injunctive or other equitable relief to prevent such use or disclosure.
- 3.5 Delivery upon Request.** Upon Provider's request at any time and, in any event, without request, at the end of the Term, Recipient will (i) return to Provider all tangible originals and copies of the Confidential Information, including any and all notes, analyses, reports, summaries, compilations, studies, or other documents, writings, or materials, prepared or developed by, for, or on behalf of Provider that contain, reflect, or otherwise incorporate, use, or rely on, any Confidential Information and (ii) destroy or delete, as applicable, all Confidential Information and materials stored in electronic, magnetic, optical, or any other intangible form and certify to Provider such destruction and deletion. Notwithstanding the foregoing, neither Party will be obligated to erase Confidential Information contained in an archived computer system backup made following such Party's security and/or disaster recovery procedures, provided that such archived copy will (i) be erased or destroyed in the ordinary course of such Party's data processing procedures and (ii) will remain fully subject to the obligations of Confidentiality stated herein.
- 3.6 Publicity.** No publicity releases (including news releases and advertising) relating to this Agreement and the services shall be issued by Danovo without the prior written approval of Company. Any inquiry that Danovo may receive from news media concerning this Agreement shall be referred to Company's representative for a response. Any technical paper, article, publication, or announcement of advances generated in connection with the services, during the Term of this Agreement or in the future, shall require Company's prior written approval.

SECTION 4: PROPRIETARY MATERIALS

- 4.1 Company Rights.** Any reports, studies, designs, drawings, specifications, and other documents or work product created by Danovo pursuant to this Agreement, and all intellectual property rights therein, including associated rights of patent, copyright, trade secret, trademark, author's rights, and other proprietary rights (all of the foregoing, collectively, "Work Product"), shall become the property of Company upon their creation and reduction to a tangible medium (including any electronic, magnetic, or optical medium). As necessary to vest in Company full, complete, and exclusive right, title, and interest in the Work Product, the Work Product shall be treated as a work for hire and/or Danovo hereby irrevocably transfers, grants, conveys, assigns, and relinquishes exclusively to Company all of Danovo's right, title, and interest in and to such Work Product upon its creation. Danovo shall execute such additional instruments as may be reasonably necessary to document the intended effect of this Article 4 as stated above, shall reasonably assist Company, at Company's expense, in registering and enforcing all patents, copyrights, and other proprietary rights and protection relating to the Work Product in any and all countries.
- 4.2 Background Intellectual Property.** The foregoing assignment of rights will not apply to any of Danovo's pre-existing intellectual property used in producing any Work Product for Company, which shall vest in and remain with Danovo. Danovo hereby grants to an irrevocable, perpetual, non-exclusive, royalty-free, worldwide license in the Background Intellectual Property to use, reproduce and modify the Background Intellectual Property that is supplied by Danovo or its personnel in the performance of this Agreement, as Company

deems necessary, to fully use (including the right to directly or indirectly operate, maintain and repair) and benefit from the services and Work Product, and associated rights supplied under this Agreement.

SECTION 5: NON-SOLICITATION OF EMPLOYEES

During the term of this Agreement and for a period of one (1) year following the termination of this Agreement, neither Party shall make an offer of employment to, nor enter into a consulting relationship with, any person who was employed by the other Party at any time during the preceding one (1) year period without the written permission of the other Party. The terms of this Section shall survive any termination of this Agreement. This Section will not apply to instances where an employee answers a public employment listing of the other company or where the employee solicits the other Party directly.

SECTION 6: INDEMNIFICATION

Each Party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other Party and such Party's shareholders, directors, officers, employees, representatives, agents, successors, and assigns (collectively the "Indemnified Party"), and shall pay any and all damages, costs, and expenses (including reasonable attorneys' fees) incurred by the Indemnified Party as a result of or arising out of, claims, suits or demands of third Parties for loss of life, personal injury and/or damage to real or tangible personal property, to the extent such loss or damage is caused by the negligence or willful misconduct of the Indemnifying Party. The indemnification obligations set forth herein are contingent upon the Indemnified Party providing the Indemnifying Party with prompt notice of any such claims and providing all reasonable assistance in defense of such claims. The terms of this Section 6 shall survive the termination of this Agreement. Neither Party shall indemnify the other for damages, losses, costs, or fees relating to or arising from the other's own action, inaction or negligence.

SECTION 7: WARRANTY

- 7.1 **Services Warranty.** Danovo represents and warrants that it shall perform the services required under this Agreement and any Statements of Work in accordance with industry standards and practices generally applicable to such services. In the event Danovo fails to perform any services as provided in this Section, Danovo's sole and exclusive obligation shall be to promptly take such action as may be reasonably necessary to correct such failure.
- 7.2 **Warranty Period** Danovo's warranty for workmanship and materials, if any, shall extend one (1) year from substantial completion of Danovo's Work (or the earlier termination of this Agreement); and in addition, with regard to defects and non-conformances corrected pursuant thereto, Danovo's warranty term shall extend one (1) year from the date of repair; however, in no event shall Danovo's foregoing warranty, nor any warranty obligations of Danovo under this Agreement, extend for more than two (2) years from Substantial Completion of its Work (or the earlier termination of this Agreement).

THE EXPRESS WARRANTIES OF DANOVO SET FORTH HEREIN OR IN DANOVO'S PROPOSAL ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, (INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF PERFORMANCE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES

ARISING FROM COURSE OF DEALING AND USAGE OF TRADE), AND DANOVO HEREBY DISCLAIMS, AND CLIENT HEREBY WAIVES, ANY AND ALL SUCH OTHER WARRANTIES. THE WARRANTY COVERAGE SET FORTH IN DANOVO'S PROPOSAL IS THE SOLE AND EXCLUSIVE REMEDY BY CLIENT FOR CLAIMS RELATED TO AND ARISING FROM DEFECTIVE WORK.

Danovo is not and shall not be held liable for any alleged breach of the warranties given in this Agreement to the extent caused by or arising out of:

- a) ordinary wear and tear in the operation of the project;
- b) alterations or repairs carried out by persons not authorized by Danovo;
- c) unauthorized use or modification of the work product outside the use stated in the proposal;
- d) services provided by, or the use of materials, equipment, layouts, or designs supplied or required by, any Party other than Danovo, its subcontractors or suppliers unless approved by Danovo in writing; or
- e) a force majeure event

SECTION 8: FORCE MAJEURE

Danovo shall not be responsible for any delays in performance hereunder due to force majeure events, including but not limited to fires, strikes, embargo, acts or inaction of governments, civil or military authorities, judicial authorities, acts of God, delays, acts, or inaction of Company, or of a public enemy or other like causes which are beyond Danovo's reasonable control. Danovo shall be entitled to an equitable adjustment in schedule and compensation for any such events.

SECTION 9: TERM OF AGREEMENT

9.1 Term and Termination Without Cause. This Agreement shall commence on the Effective Date and shall remain in effect until 1) the completion and acceptance of the Work covered by the SOW, or 2) terminated by a Party: (a) for cause as provided in Section 9.2; or (b) without cause upon thirty (30) calendar days prior written notice to the other Party.

9.2 Events of Default. The Parties acknowledge and agree that the following shall constitute "Events of Default" and that the occurrence of one (1) or more of such Events of Default shall constitute a material breach of this Agreement which shall allow a Party, as applicable, to terminate this Agreement and seek the rights and remedies available to such Party as provided in this Section 9:

- a) The failure of Company to pay any amount due to Danovo under this Agreement that is not cured within fourteen (14) calendar days following receipt of written notice of such failure;

- b) The failure of a Party to perform any other material obligation under this Agreement that is not cured within thirty (30) calendar days following receipt of written notice of such failure;
- c) The institution of bankruptcy, receivership, insolvency, reorganization or other similar proceedings by or against Company under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof, if such proceedings have not been dismissed or discharged within thirty (30) calendar days after they are instituted; the insolvency or making of an assignment for the benefit of creditors or the admittance by Company of any involuntary debts as they mature; the institution of any reorganization arrangement or other readjustment of debt plan of Company not involving the United States Bankruptcy Code; or any corporate action taken by the Board of Directors of Company in furtherance of any of the above actions; and
- d) The appointment of a receiver for all or substantially all of Company's assets or any corporate action taken by Company's Board of Directors in furtherance of the above action.

9.3 Remedies Upon an Event of Default

- a) **Danovo's Remedies.** Upon the occurrence of an Event of Default by or with respect to Company, Danovo shall be entitled to declare this Agreement, and any Statements of Work terminated and, subject to the terms of Section 9.4, seek any and all rights and remedies available to it at law and in equity.
- b) **Company's Remedies.** Upon the occurrence of an Event of Default by or with respect to Danovo, Company shall be entitled to declare this Agreement and any Statements of Work terminated and, subject to the terms of Section 9.4, recover actual damages from Danovo.

9.4 Payment upon Termination

In the event a SOW is terminated for convenience; Company shall pay Danovo, subject to any other provisions of this Agreement that may reduce or suspend payment,

- a) according to any compensation provisions contained in a SOW for non-lump sum or non-fixed-price Work performed and obligations incurred prior to the termination,
- b) for lump-sum or fixed-price Work, the percentage of any lump-sum or fixed-price which represents the percentage of the Work satisfactorily completed by Danovo,
- c) for direct costs that Danovo incurs in terminating Work under the SOW, provided those costs
 - (1) were authorized in advance by Company, and
 - (2) are properly supported by timesheets, invoices, and the like.

Subject to the provisions of this Agreement, Company's sole liability to Danovo for termination is contained in this Section 9.4, and Company shall not be liable for any costs, claims, damages, or liabilities whatsoever of Danovo or its Subcontractors, including, without limitation, consequential, special or indirect damages, loss of anticipated profits or reimbursement for Work unperformed.

SECTION 10: LIMITATIONS OF LIABILITY

10.1 Danovo's Maximum Liability. Notwithstanding anything in this Agreement, any Order, or otherwise to the contrary, and in addition to, cumulative of and not in limitation of any other limits on liability herein, Danovo's maximum aggregate liability hereunder or with respect to any Order or the subject matter thereof, regardless of cause (whether in contract, tort, strict liability, or otherwise), other than third-Party claims indemnified by Danovo hereunder, shall not exceed in the aggregate an amount equal to the lesser of (A) the total amount of compensation paid to Danovo hereunder or for the Order; and (B) (with respect to losses covered by policies of insurance Danovo is required to obtain and maintain under this Agreement) actual proceeds from the coverage amounts required under this Agreement for the policy covering such loss.

10.2 Waiver of Consequential Damages. Notwithstanding any other provisions of this Agreement to the contrary, neither Danovo nor Company shall be liable under this Agreement or under any cause of action related to the subject matter of this Agreement, whether in contract, tort (including negligence), strict liability, products liability, indemnity, contribution, or any other cause of action for punitive, special, indirect, incidental or consequential losses or damages, including loss of profits, use, opportunity, revenues, financing, bonding capacity, or business interruptions; provided that the limitation of liability set forth in this Section shall not apply to Danovo's : (i) indemnity obligations with respect to Third-Party Claims, (ii) willful misconduct, (iii) gross negligence, and/or (iv) breach of confidentiality provisions; nor shall the limitation apply to Company's liability, if any, for payment for termination without cause or suspension of Danovo without Danovo's fault. "Third-Party Claim" means a claim by any person other than (i) a Party, (ii) person providing or receiving indemnity under this Contract, or (iii) a third-party beneficiary to this Agreement.

SECTION 11: INSURANCE

11.1 Required Insurance. Insurance, if required, shall be set forth in the SOW. If no insurance is set forth in the SOW, each Party shall maintain, at its own expense, such insurance as will fully protect itself from any claims or damages for death, bodily injury, and damage to real and tangible personal property damage with respect to its own employees and property which it owns or leases or otherwise exerts control over. Each Party agrees to furnish evidence of insurance coverage upon the reasonable written request of the other Party.

11.2 Additional Insureds. With regard to any required additional insureds, Additional Insured status shall be provided pursuant and subject to ISO Endorsement Form CG 20 10 12 19 and/or CG 20 37 12 19 or equivalent forms for policies other than Commercial General Liability; and only to the extent of Danovo's negligence in and during the performance of Work, to no greater extent than is necessary to provide insurance coverage for the covered indemnity obligations expressly assumed by Danovo under this Agreement, it being the

express intent and understanding of the Parties that the insurance and indemnity obligations under this Agreement are dependent upon one another and are not separate and distinct

11.3 Exact Amounts. Any requisite levels of coverage shall be construed as exact amounts (i.e.; "\$1M per Occurrence and Aggregate), as opposed to "minimums," "not less than" levels, or levels of "at least" a stated amount.

11.4 Waiver of Subrogation. Waiver of subrogation by Danovo and/or its insurers shall be provided, if mandated by the Agreement, to the extent permitted by law, and except to the extent any loss, claim, damage, etc., is caused by the negligence, recklessness or willful misconduct of any Party indemnified hereunder by Danovo.

SECTION 12: DISPUTE RESOLUTION

12.1 Negotiation. If a dispute arises out of or relates to this Agreement or the breach hereof ("Dispute"), and either Party determines that such Dispute has remained unsettled for a time period unacceptable to such Party, such Party may provide written notice to the other Party that the notifying Party is invoking this Section, has escalated the Dispute to an officer of the notifying Party who is authorized to settle the Dispute, and is requesting that the notified Party designate one of its officers who is authorized to settle the Dispute ("Escalation Notice"). The notified Party shall promptly designate such an officer, whereupon the Parties' designated officers shall attempt in good faith to settle the Dispute by negotiation.

12.2 Mediation. If the Dispute is not settled within fifteen (15) days after the receipt of the Escalation Notice, either Party may provide written notice to the other Party that the notifying Party is invoking this Section ("Mediation Notice"); provided that neither Party may give Mediation Notice without first having given or received an Escalation Notice related to the same Dispute and having complied with its obligations under Section 12.1 immediately above; and provided, further, that once Mediation Notice is given, the preceding clause shall not prevent either Party from seeking to resolve, in such mediation, any Dispute then existing and not previously mediated or otherwise resolved. Upon delivery of the Mediation Notice, the Parties shall attempt in good faith to settle the Dispute by mediation administered by the American Arbitration Association ("AAA") under its Construction Industry Arbitration Rules and Mediation Procedures ("Rules").

12.3 Litigation. If the Dispute is not settled within thirty (30) days after the receipt of the Mediation Notice, either Party may file suit as set out below; provided, that neither Party may file suit with respect to a Dispute without first having given or received a Mediation Notice related to the same Dispute and complied with its obligations under Section 12.2 immediately above with respect thereto; and provided, further, that once litigation has commenced, the preceding clause shall not prevent either Party from seeking to resolve, in such litigation, any Dispute then existing between the Parties and not previously resolved. Subject to Sections 12.1 and 12.2, ANY SUIT ARISING OUT OF OR IN CONNECTION WITH A DISPUTE, WHETHER FOR LEGAL OR EQUITABLE RELIEF, SHALL BE FILED EXCLUSIVELY IN THE STATE OR FEDERAL COURTS LOCATED IN WAKE COUNTY, NORTH CAROLINA, WHICH SHALL HAVE EXCLUSIVE JURISDICTION OF ALL SUCH SUITS, AND THE PARTIES HEREBY SUBMIT TO SUCH EXCLUSIVE JURISDICTION AND WAIVE RECOURSE TO ANY OTHER COURTS. The

Party prevailing in any such litigation shall be entitled to an award of its reasonable legal costs, including attorneys' fees and costs of court.

12.4 Equitable Relief. Notwithstanding anything to the contrary in this Article 13, if, due to an actual or threatened material breach of this Agreement, a Party may suffer irreparable harm for which monetary damages are inadequate, such Party may petition a court of competent jurisdiction for injunctive relief, specific performance, or other equitable relief.

SECTION 13: GENERAL PROVISIONS

13.1 Severability. If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this Agreement, and all provisions not affected by such invalidity shall remain in full force and effect.

13.2 Waiver. The waiver by either Party of a breach or default in any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any other breach or default. No delay or omission on the part of either Party to exercise or avail itself of any right, power, or privilege that it has or may have hereunder shall operate as a waiver in connection with any other breach or default.

13.3 Notices. Any notice required or permitted to be delivered pursuant to this Agreement shall be in writing and shall be deemed delivered: (a) upon delivery if delivered in person; (b) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid; (c) upon transmission if sent via telecopy, with a confirmation copy sent via overnight mail; or (d) upon notice of received delivery after deposit with a national overnight courier, in each case addressed to the following address:

to (Company):

to: Quanta Technology, LLC d/b/a
Danovo Energy Solutions

Quanta Technology, LLC d/b/a
Danovo Energy Solutions
4020 Westchase Boulevard, Suite 200
Raleigh, North Carolina 27607
Attention: _____
Title: _____
Phone: 919-334-3048
Fax: (610) 757-1709

With a copy to:

Ryan Manthey
Chief Counsel, Operations
Quanta Services, Inc.
2727 North Loop West
Houston, TX 77008
Email: rmanthey@quantaservices.com

or to such other address as may be specified by either Party upon notice given to the other in accordance with the terms of this Agreement.

- 13.4 Relationship of Parties.** The Parties acknowledge and agree that Quanta is an independent contractor of Company and that the personnel used by Quanta in connection with any services performed by Quanta pursuant to this Agreement are not employees of Company and shall not be entitled to any benefits provided to or rights afforded by, Company or its affiliates to its employees, whether by operation of law or otherwise including, without limitation, group insurance, liability insurance, disability insurance, vacation, sick leave, retirement benefits, health plans, and overtime pay. Company shall make no deductions for fees paid to Quanta for any state, federal or local taxes, including, without limitation, deductions for income tax withholding and social security taxes. Quanta shall be responsible for the income tax withholdings and other payments related to its own employees, and each Subcontractor shall be responsible for its own employees with respect to such matters.
- 13.5 Insurance.** Each Party shall maintain, at its own expense, such insurance as will fully protect itself from any claims or damages for death, bodily injury, and damage to real and tangible personal property damage with respect to its own employees and property which it owns or leases or otherwise exerts control over. Each Party agrees to furnish evidence of insurance coverage upon the reasonable written request of the other Party.
- 13.6 Advertising.** No advertising, publicity, or similar public information concerning this Agreement shall be published by either Party without the prior written consent of the other Party.
- 13.7 Survival of Obligations.** Termination of this Agreement for any cause shall not release either Party from any liability that accrued on or before the date of termination or that may thereafter arise with respect to any act or omission occurring on or before the date of termination, or from any obligation that is expressly stated in this Agreement to survive termination of this Agreement.
- 13.8 Headings.** Headings contained in this Agreement are for convenience of reference only and shall not affect the meaning and interpretation of this Agreement.
- 13.9 Entire Agreement; Amendments.** This Agreement and all Statements of Work constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all prior agreements relating to the same subject matter. No modification, amendment, or supplement to this Agreement or to any SOW shall be effective for any purpose unless agreed to in writing and signed by authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement for Consulting services to be executed by their duly authorized representatives as of the date first above written.

(COMPANY)

DANOVO ENERGY SOLUTIONS

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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: \$250,000.00

SUGGESTED TITLE: Study / Multiple Vendors / \$250,000.00/ For the Office of Public Utilities

CONTRACTOR / VENDOR NAME: Multiple vendors (see Supporting Documentation) VENDOR NO: _____

CONTRACT TERM: 3 years Change in Scope Yes No

CONTRACT AMOUNT: \$250,000.00
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

- Low Bid
- Low Bid Meeting Specs
- Low Evaluated Bid
- Other: Professional Services
- 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	CBA	7760	1218	\$250,000
2						
3						
4						

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



Danovo/ Quanta Services, Cross Discipline Engineering LLC, CDG Engineers, Burns & McDonnell and BHMG Engineers Memo written by Shaun Anders. BHMG Proposal, CDG Engineers proposal, Cross Discipline Statement of Qualifications, Quanta Technology Standard Terms and Conditions.

STAFF ANALYSIS

Aggregate authorization for \$250,000.00 over three years to utilized among five consultants for transmission system study services in support of MISO Generator Interconnection Study requirements. Consultant services under this authorization shall only be utilized for fully reimbursable MISO studies. The specific consultant for a given study will be selected by CWLP Planning staff based on technical requirements and consultant availability. Services will be utilized as dictated by MISO requests, so entire amount may not be utilized for a given fiscal year. Reference memo from S. Anders, dated May 1, 2026 for additional detail and consultant list.


FUNDS CHECK BY: Kerfoot, Benjamin R. Digitally signed by Kerfoot, Benjamin R. Date: 2026.05.07 15:19:36 -05'00'

DIRECTOR / SUPERVISOR: Gorsek, Mike Digitally signed by Gorsek, Mike Date: 2026.05.06 14:05:59 -05'00'

CITY PURCHASING AGENT: 
SIGN OFF: 
(Mayor's Signature)

Date: _____

Date: Scott M. Rogers Digitally signed by Scott M. Rogers Date: 2026.05.06 15:56:48 -05'00'

Date: 5/8/2026

(Director of OBM)

The information supplied on this form is not confidential information.

2026-295

AN ORDINANCE ACCEPTING AND AUTHORIZING CONTRACT UW27-04—FY2027 WATER SERVICE LINE POTHOLE PROJECT WITH PETERSBURG PLUMBING & EXCAVATING IN AN AMOUNT NOT TO EXCEED \$856,216.00, 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 Contract #UW27-04 for FY2027 Water Service Line Pothole Project, for the Office of Public Utilities; and

WHEREAS, as described in said proposal, an advertisement for bids for Contract #UW27-04 was placed; and

WHEREAS, Petersburg Plumbing & Excavating (“Peterson Plumbing”) submitted the lowest bid meeting specifications.

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 Petersburg Plumbing for Contract #UW27-04 – FY2027 Water Service Line Pothole Project in an amount not to exceed Eight Hundred Fifty-six Thousand, Two Hundred Sixteen Dollars and No Cents (\$856,216.00) for the Office of Public Utilities.

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

Section 3: The payment to Petersburg Plumbing for the total maximum amount of Eight Hundred Fifty-six Thousand, Two Hundred Sixteen Dollars and No Cents (\$856,216.00) from Account No. 101-100-BE-4452-2304 is hereby authorized, approved, and directed.

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

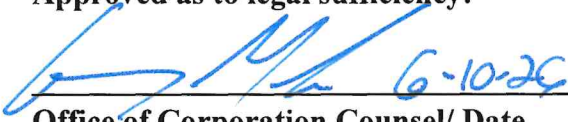
PASSED: _____, 2026

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: Petersburg Plumbing & Excavating
CONTRACT AMOUNT: \$856,216.00
TYPE OF AWARD: Lowest Bid Meeting Specs

PRIOR ORDINANCE INFORMATION:

Most Recent: None

INFORMATION:

An Ordinance accepting proposal #27-04 from Petersburg Plumbing & Excavating an an amount not to exceed \$856,216.00 for the FY2027 Water Service Line Pothole Project. Contract #UW27-04 establishes prices and authorizes a contractor for excavating and identifying approximately 4,000 water service line material types and all items as specified in the bid documents. This is a project to assist in verifying the location of lead water service lines in the City of Springfield and is necessary to update our lead service inventory. Petersburg is a qualified contractor, a local contractor, and their prices to perform work was lower than the other proposals. Unit Prices are the contracted items as specified. This contract does not to exceed \$856,216.00.



City Water, Light & Power

City of Springfield, Illinois
Water Engineering, Stores & Distribution
401 North 11th Street
Springfield, IL 62702

TO: Todd LaFountain
FROM: Mike Johnson *WJ*
RE: Contract #UW27-04 - Award Recommendation for
Water Service Line Pothole Project (FY2027)
DATE: May 22, 2026

Proposals were received on May 21, 2026 for the subject Water Service Line Pothole Project (FY2027). A copy of the proposal analysis is attached.

We received 3 proposals from contractors for the subject project. After reviewing all proposals we are recommending Petersburg Plumbing & Excavating to be awarded the contract. Petersburg Plumbing & Excavating are qualified to perform this type of work, they are a local vendor and their total proposal cost was lower than the other 3 proposals.

We will not be accepting the alternate bid item for service line locating, therefore the total ordinance amount for the contract will be \$856,216.00. This is a unit price contract and only necessary work will be done under this contract with a not to exceed amount of \$856,216.00.

The original bid documents and ordinance paperwork is attached. Please call if there are any questions.

2026-290

CITY WATER, LIGHT & POWER
 WATER ENGINEERING AND DISTRIBUTION

Date: 05/22/26

Item
Water Service Line
Pothole Project
FY2027

Proposal Price Comparison

Contract # UM27-04

Item/Description	Quant.	Units	Petersburg Plumbing & Excavating			Utilitira			EL Pruitt		
			Springfield, IL			Edwardsville, IL			Springfield, IL		
			Unit Price	Total	Total	Unit Price	Total	Total	Unit Price	Total	Total
Vacuum Excavation (Utility Side)	2,000	EACH	\$ 148.00	\$ 296,000.00	\$ 442.77	\$ 885,540.00	\$ 295.30	\$ 590,600.00	\$ 295.30	\$ 590,600.00	
Vacuum Excavation (Customer Side)	2,000	EACH	\$ 148.00	\$ 296,000.00	\$ 442.77	\$ 885,540.00	\$ 295.30	\$ 590,600.00	\$ 295.30	\$ 590,600.00	
Deep Excavation Surcharge (>72" deep)	20	EACH	\$ 80.80	\$ 1,616.00	\$ 400.00	\$ 8,000.00	\$ 225.00	\$ 4,500.00	\$ 225.00	\$ 4,500.00	
Trench Backfill (Selected Granular Backfill) FA-6)	4,000	EACH	\$ 14.65	\$ 58,600.00	\$ 75.61	\$ 302,440.00	\$ 235.00	\$ 940,000.00	\$ 235.00	\$ 940,000.00	
Topsoil & Seed	4,000	EACH	\$ 51.00	\$ 204,000.00	\$ 7.00	\$ 28,000.00	\$ 85.45	\$ 341,800.00	\$ 85.45	\$ 341,800.00	
Total (Less Alternate)			\$	\$ 856,216.00		\$ 2,109,520.00		\$ 2,467,500.00		\$ 2,467,500.00	
Alternate - Water Service Line Locating	4,000	EACH	\$69.20	\$276,800.00	\$77.46	\$309,840.00	\$275.00	\$1,100,000.00	\$275.00	\$1,100,000.00	
Total (Including Alternate)			\$	\$ 1,133,016.00		\$ 2,419,360.00		\$ 3,567,500.00		\$ 3,567,500.00	
5% Local Vendor Preference (City)				N/A		\$ 120,968.00		N/A		N/A	
Total + 5%			\$	\$ 1,133,016.00		\$ 2,540,328.00		\$ 3,567,500.00		\$ 3,567,500.00	

Approximate bid quantities shown are estimates and are in no way guaranteed. The Contractor should be aware that actual quantities may vary over or under those shown. Approximate quantities assume work associated with 4,000 excavations.

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: \$856,216.00

SUGGESTED TITLE: Authorize and Accept/ Petersburg Plumbing & Excavating/ \$856,216.00 / for the Office of Public Utilities

CONTRACTOR / VENDOR NAME: Petersburg Plumbing & Excavating VENDOR NO: VC0000001675

CONTRACT TERM: 200 days Change in Scope Yes No

CONTRACT AMOUNT: \$856,216
(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	BE	4452	2304	\$856,216
2						
3						
4						

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

Letter from Mike Johnson
Proposal Price Comparison

STAFF ANALYSIS

An Ordinance accepting proposal #27-04 from Petersburg Plumbing & Excavating an an amount not to exceed \$856,216.00 for the FY2027 Water Service Line Pothole Project. Contract #UW27-04 establishes prices and authorizes a contractor for excavating and identifying approximately 4,000 water service line material types and all items as specified in the bid documents. This is a project to assist in verifying the location of lead water service lines in the City of Springfield and is necessary to update our lead service inventory. Petersburg is a qualified contractor, a local contractor, and their prices to perform work was lower that the other proposals. Unit Prices are the contracted items as specified. This contract is not to exceed \$856,216.00.

FUNDS CHECK BY: Kerfoot, Benjamin R.
Digitally signed by Kerfoot, Benjamin R. Date: 2026.05.26 09:19:14 -0500

DIRECTOR / SUPERVISOR: [Signature]
Scott M. Rogers

CITY PURCHASING AGENT: [Signature]

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

Date: _____

Date: 5/22/2026
5/26/2026

Date: _____

_____ (Director of OBM)

The information supplied on this form is not confidential information.

2026-296

AN ORDINANCE APPROVING PAYMENT TO TROXELL & COMPANY IN AN AMOUNT NOT TO EXCEED \$3,800,000.00 FOR A PROPERTY INSURANCE POLICY FOR 40 CITY OF SPRINGFIELD PROPERTIES FOR A ONE-YEAR TERM FOR THE OFFICE OF PUBLIC UTILITIES.

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

WHEREAS, the Ordinance authorizes payment in the amount up to \$3,800,000.00 to Troxell & Company for a property insurance policy that includes a One-Year Endorsement for 40 City of Springfield properties for the Office of Public Utilities for a one-year term; and

WHEREAS, said policy includes coverage for buildings, the Dallman Power Plant Unit No. 4, the Water Purification Plant, all substations and large transformers, all water storage towers, the South Fork Pump Station, the Spaulding Dam, and Saddle Dam; and

WHEREAS, under the Federal Terrorism Risk Insurance Act, as amended, the Office of Public Utilities now has the right to purchase insurance coverage for losses arising out of an act of terrorism; and

WHEREAS, this policy includes loss, damage, cost, or expense, arising directly or indirectly as a result of a certified act of terrorism; and

WHEREAS, in accordance with the provisions of Section 38.42 of the City Code, the City 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 authorize payment up to the amount of Three Million Eight Hundred Thousand Dollars and No Cents (\$3,800,000.00) to Troxell & Company for a property insurance policy that includes a One-Year Term Policy Endorsement for 40 City of Springfield properties for the Office of Public Utilities for a one-year term.

Section 2: The Mayor and the City Clerk are hereby authorized to execute the necessary documents regarding said insurance premium payments on behalf of the City of Springfield Office of Public Utilities.

Section 3: The payment by the City of Springfield Office of Budget and Management to Troxell & Company for a total amount up to Three Million Eight Hundred Thousand Dollars and No Cents (\$3,800,000.00) from Account Nos. 101-200-J-6280-1225 and 102-200-J-7883-1225 are authorized, approved, and directed.

Section 4: 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:

 _____ 6-10-26

Office of Corporation Counsel/ Date

Requested by Mayor Misty Buscher

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

CONTRACTOR NAME: Troxell & Company
CONTRACT AMOUNT: \$3,800,000.00
TYPE OF AWARD: Professional Service

PRIOR ORDINANCE INFORMATION:

Most Recent: Ord 276-07-25, 40 properties, Troxell, \$4,300,000

INFORMATION:

This Ordinance authorizes payment in an amount up to \$3,800,000.00 for one year to Troxell & Company for a property insurance policy that includes a One-Year Policy Endorsement for 40 City of Springfield properties for the Office of Public Utilities.

The policy includes coverage for buildings, the Dallman Power Plant Unit 4, the Water Purification Plant, all substations and large transformers, all water storage towers, the South Fork Pump Station, the Spaulding Dam and Saddle Dam.


The Coverage is from July 15, 2026 to July 14, 2027.



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

MEMORANDUM

TO: Emily Rosenberger

FROM: Anthony Quinones – Assistant Purchasing Agent 

DATE: May 26, 2026

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet concerning Troxell & Company for annual property insurance for 40 CWLP properties in an amount not to exceed \$3,800,000.00 for CWLP - Office of Public Utilities.

Based on the information provided, I have determined that the vendors cited possess 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 Public Utilities

CONTACT PERSON: Emily Rosenberger

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

PHONE NUMBER: x-2609

FISCAL IMPACT: \$3,800,000

SUGGESTED TITLE: Authorize PA/ Troxell & Company / \$3,800,000/ for the Office of Public Utilities

CONTRACTOR / VENDOR NAME: Troxell & Company

VENDOR NO: R001290

CONTRACT TERM: 1 year Change in Scope Yes No

CONTRACT AMOUNT: see above
(Original amount if change order)

Change Order # _____ Additional Amount _____

Method of Purchase (check one)

Previous Ord #'s 276-07-25

- Low Bid
- Low Bid Meeting Specs
- Low Evaluated Bid
- Other: _____
- Exception: Professional Service
- Code Provision: 38.42

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	J	6280	1225	\$570,000
2	102	200	J	7883	1225	\$3,230,000
3						
4						

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

STAFF ANALYSIS

Annual property insurance policy for 40 CWLP properties

FUNDS CHECK BY: Kerfoot, Benjamin R. Digitally signed by Kerfoot, Benjamin R. Date: 2026.05.26 11:01:50 -05'00'

Date: _____


DIRECTOR / SUPERVISOR: Scott M. Rogers Digitally signed by Scott M. Rogers Date: 2026.05.26 10:50:55 -05'00'

Date: _____

CITY PURCHASING AGENT: 

Date: 5/26/2026

SIGN OFF: 
(Mayor's Signature) **GR**


(Director of OBM)

The information supplied on this form is not confidential information.

2026-297

AN ORDINANCE ACCEPTING THE LOW BID AND AUTHORIZING THE EXECUTION OF CONTRACT NUMBER UE27-04-20 WITH ENDRESS + HAUSER, INC. TO PURCHASE A CONTINUOUS PARTICULATE MONITORING SYSTEM FOR UNIT 4 FOR AN AMOUNT NOT TO EXCEED \$111,892.00, 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 Purchasing Code of the City of Springfield requires that this contract be let by sealed competitive bidding to the lowest responsible bidder; and

WHEREAS, pursuant to the above, Endress + Hauser, Inc. submitted the lowest bid for a Continuous Particulate Monitoring System for the Office of Public Utilities in the amount of \$111,892.00; and

WHEREAS, the Purchasing Agent recommends awarding this contract to Endress + Hauser, Inc.

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

Section 1: That the City Council hereby accepts the bid from Endress + Hauser, Inc for a Continuous Particulate Monitoring System for the Office of Public Utilities in an amount not to exceed One Hundred Eleven Thousand Eight Hundred Ninety-Two Dollars and No Cents (\$111,892.00).

Section 2: The Mayor and the City Clerk are authorized to execute Contract No. UE27-04-20 on behalf of the City of Springfield.

Section 3: That the Office of Budget and Management is hereby authorized to make payment to Endress + Hauser, Inc for an amount not to exceed One Hundred Eleven Thousand Eight Hundred Ninety-Two Dollars and No Cents (\$111,892.00) from Account No. 102-100-CAM-3232-2310 is hereby authorized, approved and directed.

Section 4: This Ordinance shall become effective immediately upon 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: Endress & Hauser
CONTRACT AMOUNT: \$111,892.00
TYPE OF AWARD: Lowest Evaluated Bid

PRIOR ORDINANCE INFORMATION:

Most Recent: None

INFORMATION:

This Ordinance is for the purchase of a Continuous Particulate Monitoring System (CPMS) for Unit 4 to ensure compliance with US EPA Regulations and the Mercury and Air Toxics Standards (MATS), which require continuous monitoring and reporting of particulate emissions. The existing CPMS is obsolete and no longer supported by the manufacturer, with replacement parts and service unavailable. The proposed CPMS meets all EPA and MATS technical, performance, certification, and reporting requirements. Installation will provide accurate, continuous emissions monitoring, maintain regulatory compliance, reduce the risk of penalties, and support environmental stewardship objectives while maintaining Unit 4 operational compliance.

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: \$111,892.00

SUGGESTED TITLE: Purchase/ Endress & Hauser/ Continuous Particulate Monitoring System/ \$111,892.300
For the Office of Public Utilities

CONTRACTOR / VENDOR NAME: Endress & Hauser/ VENDOR NO: EN00300

CONTRACT TERM: _____ Change in Scope Yes No

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

Method of Purchase (check one)

- Low Bid
- Low Bid Meeting Specs
- Low Evaluated Bid
- Other: _____
- Exception: _____
- 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	3232	2310	\$111,892.00
2						
3						
4						

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

BID sheet - VE27-04-20

STAFF ANALYSIS

This Ordinance is for the purchase of a Continuous Particulate Monitoring System (CPMS) for Unit 4 is required to ensure compliance with US EPA Regulations and the Mercury and Air Toxics Standards (MATS), which require continuous monitoring and reporting of particulate emissions. The existing CPMS is obsolete and no longer supported by the manufacturer, with replacement parts and service unavailable. The proposed CPMS meets all EPA and MATS technical, performance, certification, and reporting requirements. Installation will provide accurate, continuous emissions monitoring, maintain regulatory compliance, reduce the risk of penalties, and support environmental stewardship objectives while maintaining Unit 4 operational compliance.

FUNDS CHECK BY: Kerfoot, Benjamin R. Digitally signed by Kerfoot, Benjamin R. Date: 2026.05.28 14:29:39
Scott M. Rogers Digitally signed by Scott M. Rogers Date: 2026.05.28 14:09:31 -05'00'

DIRECTOR / SUPERVISOR: Gorsek, Mike Digitally signed by Gorsek, Mike Date: 2026.05.28 13:28:14 -05'00'

CITY PURCHASING AGENT: _____

SIGN OFF: _____
(Mayor's Signature) GEA

Date: _____

Date: _____

Date: 5/28/2026

(Director of OBM)

The information supplied on this form is not confidential information

2026-298

2206

AN ORDINANCE AUTHORIZING A CONTRACT WITH ENGINEERED PUMP SERVICES, INC. IN AN AMOUNT NOT TO EXCEED \$98,405.00 FOR REPAIR OF UNIT 4'S CIRCULATING WATER PUMP A, 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 approves a contract with Engineered Pump Services, Inc ("Engineered Pump") for the repair of Unit 4's Circulating Water Pump A in an amount not to exceed \$98,405.00; and

WHEREAS, the pump is in need of repair due to excessive vibration problems; and

WHEREAS, Engineered Pump will repair the pump at their facility in Wisconsin and provide a field technician on-site to assist with the installation and the alignment; 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 contact with Engineered Pump in the amount not to exceed Ninety-Eight Thousand, Four Hundred Five Dollars and No Cents (\$98,405.00) for the repair of Unit 4's Circulating Water Pump A.

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

Section 3: The payment to Engineered Pump for the total maximum amount of Ninety-Eight Thousand, Four Hundred Five Dollars and No Cents (\$98,405.00) from Account Nos. 102-100-CAA-7712-1205 and 102-100-CAA-7712-1404 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: Engineered Pump Services

CONTRACT AMOUNT: \$98,405.00

TYPE OF AWARD: OEM

PRIOR ORDINANCE INFORMATION:

Most Recent: 181-05-25; Engineered Pump Services; 1 year term; \$78,030.00

INFORMATION:


This Ordinance requesting the authorization to repair Unit 4 Circulating Water Pump A due to excessive vibration. Engineered Pump Services redesigned this pump in 2021 and has become the OEM for the pump. The pump will be sent to Engineered Pump Services for inspection and repair. The excessive vibration will limit generation capacity of Unit 4 if not repaired.



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

MEMORANDUM

TO: Emily Rosenberger

FROM: James W. Peters, Purchasing Agent 

DATE: June 4, 2026

SUBJECT: Request for Sole Source Determination

I have reviewed the Ordinance Fact Sheet concerning Engineered Pump Services Inc, for inspection and repair of the Unit 4 circulating water pump and authorizing payment in an amount not to exceed \$98,405.00 for CWLP – Office of Public Utilities.

Based on the information provided, Engineered Pump Services Inc. is the Original Equipment Manufacturer (OEM)/Distributor and is therefore the sole source. Pursuant to Article 38.40 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive bids.



Engineered Pump Services, Inc.

624 Perkins Dr
Mukwonago, WI 53149
Phone: 262-363-9002
Fax: 262-363-9013

Quotation

Quote City of Springfield WL & P
To: Purchasing Department
109 N. 7TH Street
Springfield, IL 62701
United States

Quote Number:	69216	Contact:	Chris Oehmke
Quote Date:	05/27/2026	Expires:	06/26/2026
Customer:	SPRING-CWLP	Inquiry:	
Salesman:	Richard Laux	Terms:	Net 30 Days
Ship Via:		Phone:	217.757.8670
		FAX:	

DCI, New Parts and Pump Repairs per Repair Specification 69216-RS1, dated 05/27/26.
This work is quoted per the EPS General Provisions, a copy of which is attached to this quotation.
Refer to Item D of Repair Specification 69216-RS1 for the warranty that applies to the work quoted.

Item	Part Number Description	Revision	Quantity	Price
1	160-601-69216 Disassemble, clean and inspect one complete circulating water pump, Ruhrpumpen 60" MX. Per the Item A of EPS "Quoted Inspection and Repair Specification" 69216-RS1, dated 05/27/26. This phase of the work will be completed 2-3 weeks after receipt of the pump.		1	\$9,985.0000 /EA
2	160-600-69216-PARTS PUMP PARTS- Provide pump parts per Item B of EPS Repair Specification 69216-RS1, Dated 05/27/2026. Note that the manufacturing time for these parts is currently 13 to 15 weeks.	3	1	\$28,840.0000 /EA
3	160-600-69216-REPAIRS PUMP REPAIRS Provide pump repairs per Item C of EPS Repair Specification 69216-RS1, Dated 05/27/2026. Note that current delivery of this item is 6 to 8 weeks IF THE PARTS DESCRIBED IN ITEM 2 OF THIS QUOTATION ARE ON HAND OR 3/4 through the process of manufacture.		1	\$59,580.0000 /EA
Total:				\$98,405.00

By Richard P Laux
Engineered Pump Services, Inc.

ENGINEERED PUMP SERVICES, INC. General Provisions for Service and Repair

A. SCOPE OF WORK

1. The company will perform equipment repair and/or service as directed by the Purchaser, or if the Contract is for a firm price, the Company will provide repairs and/or service to the extent called for in the Contract and the Description of Work
2. If the service and/or repair is performed at the Purchaser's plant, Company Representatives and others employed by the Company shall comply with the Purchaser's rules for visitors pertaining to safety and protection, and the operation and parking of vehicles. Company Representatives are not authorized nor licensed to operate Purchaser's equipment, and all such responsibility shall remain with the Purchaser.
3. Neither the Company nor its Representative shall be responsible for any acts, omissions or workmanship of employees, contractors, subcontractors, or agents of the Purchaser.

B. WARRANTY

Company warrants the new parts, new materials and the workmanship involved in its performing this repair and/or service contract, merchantable and free of defects.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, AND CONSTITUTES THE ONLY WARRANTY OF COMPANY WITH RESPECT TO THE REPAIR AND/OR SERVICE WORK.

If within one year from the date of shipment by Company of the repaired item, or if the repair and/or service occurred at Purchaser's premises, one year from the date Company notifies Purchaser the repair and/or service is completed, Purchaser discovers that the parts, material or workmanship are not as warranted and promptly notifies Company in writing thereof, company shall remedy such nonconformance by, at Company's option, adjustment of repair or replacement of the non conforming parts, material or work. Purchaser shall assume all responsibility and expense for removal, reinstallation and freight, in connection with foregoing remedies. The same obligations and conditions as expressed herein shall extend to replacement parts and labor furnished by Company hereunder. Company shall have the right of disposal of parts replaced by it.

COMPANY'S LIABILITY TO PURCHASER ARISING OUT OF THE REPAIR AND/OR SERVICE WORK WHETHER IN CONTRACT OR IN TORT OR UNDER ANY LEGAL THEORY AND WHETHER ARISING OUT OF WARRANTIES, REPRESENTATIONS, INSTRUCTIONS, INSTALLATIONS, OR DEFECTS FROM ANY CAUSE, SHALL BE LIMITED EXCLUSIVELY TO CORRECTING THE PARTS, MATERIALS OR WORKMANSHIP AND UNDER THE CONDITIONS AFORESAID

C. LIABILITY

The Company will carry Worker's Compensation Insurance to cover its employees and will require similar coverage from its subcontractors, if any, while involved in the subject repair and/or service work will maintain public liability and property damage insurance in reasonable amounts to cover the liability arising from their activities. The Company shall be liable for loss or damage to equipment or property of the Purchaser only if caused by the Company's negligence and only if and to the extent such damage or loss is not covered by the Purchaser's insurance. The liability of the Company, whether in contract, in tort, including negligence, or otherwise, shall expire one year after the completion of the work, and shall not, in any event, exceed the total contract price for service rendered hereunder.

2. NEITHER COMPANY NOR ITS SUPPLIERS SHALL BE LIABLE, WHETHER IN CONTRACT OR IN TORT, (INCLUDING NEGLIGENCE), OR UNDER ANY OTHER LEGAL THEORY, FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR COST OF CAPITAL OR OF SUBSTITUTE USE OR PERFORMANCE OR FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER LOSS OR COST OF SIMILAR TYPE, OR FOR CLAIMS BY PURCHASER FOR DAMAGES OF PURCHASER'S CUSTOMERS.

Likewise, company shall not, under any circumstances be liable for the fault, negligence or wrongful acts of Purchaser or Purchaser's employees or Purchaser's other Contractors or Suppliers.

The Purchaser shall indemnify and hold Company, together with its employees, agents and suppliers of any tier, harmless from any loss, liability or claim resulting from nuclear incident (as said term is defined in Section II (q) of the U.S. Atomic Energy Act) as amended occurring at any facility at which the equipment, parts or service sold herein may be used, whether or not such incident is due to anyone's fault or negligence including the fault or negligence of the company or any other indemnitee.

D. DELAYS

If the work is suspended or delayed due to no fault of the Company, such as, but not limited to, act of God, war, act of government, act of Purchaser, fires, flood, strike or sabotage, the time of performance, if any such is specified, shall be extended for a period of time equal to the period of delay and its consequences. Rates current at the time the work is resumed and any additional costs incurred by the Company because of the foregoing will be charged to the Purchaser.

E. PATENTS

The Company may, in the performance of this contract, furnish or install equipment, components, materials and supplies which may be purchased from other sources, manufactured by the Company to meet the specific circumstances arising under this contract, and manufactured by the company in accordance with the Purchaser's instructions, designs, or specifications.

Purchaser understands that company has made no investigation of the risk of possible patent infringement, and accordingly, the Purchaser agrees to hold the Company harmless with respect to such risks.

F. MODIFICATIONS

It is recognized that the nature of repair and/or service work is such that changes in the scope of the work as originally contemplated often occur. The Company will undertake additional work within the normal scope of such service but reserves the right to require the Purchaser to confirm in writing any extension of the work originally ordered. Pending receipt of requested written confirmation, the Company shall be entitled to rely upon oral order, including instructions of Purchaser's representatives. Any additional services performed by the Company pursuant to such written or oral orders or instructions shall be paid for on the basis set forth herein or as otherwise agreed to in writing between the parties.

G. TITLE

All Scrap resulting from the work shall be the property of the Company and title to all rental equipment shall remain with the Company. The title and right of possession of equipment repaired, modified, inspected, tested or maintained under this contract shall remain with the Purchaser subject to any applicable lien rights of the Company and to its right of sale in the event of nonpayment as provided herein.



ENGINEERED PUMP SERVICES, INC.
 624 Perkins Drive ! Mukwonago, WI 53149-1454
 (262)363-9002 ! (800)657-0845 ! fax (262) 363-9013
www.epspumps.com ! email: eps@epspumps.com

QUOTED INSPECTION & REPAIR SPECIFICATIONS

Ref. EPS order : Quotation no. : 69216
 Cust. Order : Quotation date : 05/27/2026
 Page : 1 of 4 pages Specification No: 69126-RS1

**CITY OF SPRINGFIELD (IL)
 DALLMAN GENERATING STATION
 Ruhrpumpen 60" MX CWP**

A) DISMANTLE, CLEAN, INSPECT, & REPORT [160-601-69216]

- 1) Unload the pump at the EPS shop in Mukwonago, WI.
- 2) Completely dismantle the pump.
- 3) Grit blast clean all casing sections as required. Glass bead blast clean the shafts, impeller, and smaller components as required.
- 4) Visually and dimensionally inspect all components. Set shafts in V-blocks and check for straightness.
- 5) Perform the following non-destructive examinations (NDE) examinations:
 - o Magnetic particle inspection (MPI) and ultrasonic examination (UE) of the shafts.
 - o Magnetic particle inspection (MPI) examination of the intermediate coupling and coupling split retaining ring.
 - o Wet fluorescent dye penetrant examination (WDPE) of the impeller.
- 6) Draft and submit a comprehensive inspection report. As a minimum, the report shall include the following:
 - a) record of all measurements
 - b) summary of all fits and clearances
 - c) Copies of all NDE reports
 - d) photographs of all inspected components
 - e) recommended scope of repair

B) EXPECTED NEW PARTS & REPAIRS [160-600-69216-PARTS]

NEW PARTS (Item nos. refer to those on the RP section drawing)

Qty.	Part Description	Item	Material
4	Bearings – case	317	Rubber in a brass shell
4	Sleeves – case	217	410 stainless steel
1	Sleeve – stuffing box	221	410 stainless steel
5	Keys – sleeves	678	316 stainless steel
Set	Casing hardware	---	Grade 8 alloy carbon steel
Set	Seal O-rings	---	BUNA-N
Set	Misc. sealants and hardware	---	As required

QUOTED INSPECTION & REPAIR SPECIFICATIONS

Ref. EPS order :
Cust. Order :
Page : 2 of 4 pages

Quotation no. : 69216
Quotation date : 05/27/2026
Specification No: 69216-RS1

C) EXPECTED COMPONENT REPAIRS [160-600-69216-REP]

- 1) Impeller
 - a) Weld build up the vane "running" edges to replace 1/16" material lost during operation. Weld repair light cavitation erosion damage to the vane surfaces. Dress grind all surfaces to match the surrounding contours.
 - b) Set up as required. Use the repaired impeller case (see below) as a template. Machine the vane "running" edges to match the contour of the case and to establish the proper hydraulic height with the casing as required. Minimum skin cut the suction side hub face to ensure perpendicularity with the bore.
 - c) Assemble the impeller and impeller hardware onto a balance mandrel. Dynamic balance the impeller to within the tolerances of ISO G-2.5.
- 2) Suction bell
 - a) Brush blast and then coat the entire bell with marine black epoxy for immersion service.
- 3) Impeller case
 - a) Set up as required. Minimum skin cut the contoured bore to clean up any impact or wearing damage from the spinning impeller. Machine the fit turn to establish the close tolerance fits with the mating components. Minimum skin cut the flange faces to ensure perpendicularity and parallelism.
 - b) Brush blast and then coat the exterior surface with marine black epoxy for immersion service.
- 4) Diffuser
 - a) Remove the old rubber bearings.
 - b) Set up as required. Inspect the Diffuser in the machine to verify concentricity and face perpendicularity. Machine the fits and faces as required. Minimum skin cut the flange faces to ensure perpendicularity and parallelism.
 - c) Brush blast and then coat the entire diffuser with marine black epoxy for immersion service.
 - d) Install the two new rubber bearings.
- 5) Spider, Column and Discharge Head
 - a) Remove the spider bearing
 - b) Install the spider in the machine and inspect the fits for concentricity and face perpendicularity.
 - c) Coat the non-machined areas of the spider with marine black epoxy coating.
 - d) Install the new rubber bearing in the spider.
- 6) Column
 - a) Brush blast and then coat the entire column and the "wetted" surfaces of the head with marine black epoxy for immersion service.
 - b) Install the column in the machine and indicate the fits and faces to ensure perpendicularity and concentricity. Machine as necessary.

QUOTED INSPECTION & REPAIR SPECIFICATIONS

Ref. EPS order :
Cust. Order :
Page : 3 of 4 pages

Quotation no. : 69216
Quotation date : 05/27/2026
Specification No: 69216-RS1

- 7) Discharge Head
 - a) Coat the exterior "non-wetted" surfaces of the head with red primer followed by standard EPS gray machinery enamel.
- 8) Stuffing box
 - a) "Pad" weld the fit turn. Replace the rubber bearing.
 - b) Set up as required. Machine the fit turn to establish the close tolerance fit with the head. Minimum skin cut the flange face to ensure perpendicularity.
 - c) Brush blast and then coat the entire stuffing box with marine black epoxy for immersion service.
- 9) Pump shafts
 - a) Clean and polish all surfaces of the pump and upper shafts.
- 10) Intermediate coupling and Coupling split ring
 - a) Clean and re-use the intermediate coupling.
 - b) Clean and re-use the coupling split ring.
- 11) Pump half coupling and adjusting ring
 - a) Set up coupling as required. Minimum skin cut the flange face and rim to clean up.
 - b) Set up the adjusting ring as required. Minimum skin cut the faces to clean up and chase the threads in the bore.
- 12) Assembly and shipping prep
 - a) Vertically assemble the pump to the intermediate column. Verify free rotation. Measure and record the axial float. Complete the assembly. Measure and record the final total axial float. Block the rotating element in the full "down" position.
 - b) Draft and submit a comprehensive closing report including:
 - o Summary of all as-repaired sizes, fits, and clearances
 - o Copy of dynamic balance record
 - o Photographs of the assembly.

QUOTED INSPECTION & REPAIR SPECIFICATIONS

Ref. EPS order :
Cust. Order :
Page : 4 of 4 pages

Quotation no. : 69216
Quotation date : 05/27/2026
Specification No: 69216-RS1

D) WARRANTY NOTE

Based on the operating history of these pumps, our warranty for the work completed under this specification shall be limited to that shown in the EPS standard terms and conditions below:

"Company warrants the new parts, new materials and the workmanship involved in its performing this repair and/or service contract, merchantable and free of defects.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, AND CONSTITUTES THE ONLY WARRANTY OF COMPANY WITH RESPECT TO THE REPAIR AND/OR SERVICE WORK.

If within one year from the date of shipment by Company of the repaired item, or if the repair and/or service occurred at Purchaser's premises, one year from the date Company notifies Purchaser the repair and/or service is completed, Purchaser discovers that the parts, material or workmanship are not as warranted and promptly notifies Company in writing thereof, company shall remedy such nonconformance by, at Company's option, adjustment of repair or replacement of the non-conforming parts, material or work. Purchaser shall assume all responsibility and expense for removal, reinstallation and freight, in connection with foregoing remedies. The same obligations and conditions as expressed herein shall extend to replacement parts and labor furnished by Company hereunder. Company shall have the right of disposal of parts replaced by it.

COMPANY'S LIABILITY TO PURCHASER ARISING OUT OF THE REPAIR AND/OR SERVICE WORK WHETHER IN CONTRACT OR IN TORT OR UNDER ANY LEGAL THEORY AND WHETHER ARISING OUT OF WARRANTIES, REPRESENTATIONS, INSTRUCTIONS, INSTALLATIONS, OR DEFECTS FROM ANY CAUSE, SHALL BE LIMITED EXCLUSIVELY TO CORRECTING THE PARTS, MATERIALS OR WORKMANSHIP AND UNDER THE CONDITIONS AFORESAID."

ORDINANCE FACT SHEET

DATE OF 1st READING: 04-15-25

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Michelle Carlisle

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

PHONE NUMBER: x-2626

FISCAL IMPACT: 78,030.00

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

CONTRACTOR / VENDOR NAME: Engineered Pump Services, Inc. VENDOR NO: EN003165

CONTRACT TERM: 1 yr. Change in Scope Yes No

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

Method of Purchase (check one)

- Low Bid, Low Bid Meeting Specs, Low Evaluated Bid, Other, Exception: SS, Code Provision: 38.40

Previous Ord #'s 272-07-21

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

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

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

Table with columns: Fund, Agency, Org, Activity, Object, Amount. Row 1: 102, 100, CAA, 7712, 1205, 78,030.00. Rows 2-4 empty.

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

STAFF ANALYSIS

An ordinance requesting the authorization to repair Unit 4 Circulating Water Pump A due to excessive vibration.

FUNDS CHECK BY: Cavanaugh, Rachel H. Digitally signed by Cavanaugh, Rachel H. Date: 2025.03.26 15:59:28 -0500 Date: _____

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown Date: 2025.03.26 15:55:40 -0500 Date: _____

CITY PURCHASING AGENT: J Michael Lesko Date: 03/26/2025

SIGN OFF: (Mayor's Signature) GEM

Scott Pyles, Ramona Metzger (Director of OBM)

The information supplied on this form is not confidential information

2025-157

181-05-25

2026-299

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: \$98,405.00

SUGGESTED TITLE: Requesting Authority/ Engineered Pump Services/ Repair of Unit 4 Circulating Water Pump A/ For the Office of Public Utilities

CONTRACTOR / VENDOR NAME: Engineered Pump Services, Inc VENDOR NO: EN003165

CONTRACT TERM: 1 year Change in Scope Yes No

CONTRACT AMOUNT: \$98,405.00
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

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

Previous Ord #'s 181-05-25

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1	102	100	CAA	7712	1205 \$69,565.00
2	102	100	CAA	7712	1404 \$28,840.00
3					
4					

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

Previous Ordinance, Quote

STAFF ANALYSIS

This Ordinance requesting the authorization to repair Unit 4 Circulating Water Pump A due to excessive vibration. Engineered Pump Services redesigned this pump in 2021 and has become the OEM for the pump. The pump will be sent to Engineered Pump Services for inspection and repair. The excessive vibration will limit generation capacity of Unit 4 if not repaired.

FUNDS CHECK BY: Dakota Capranica
Digitally signed by Dakota Capranica
Date: 2026.06.04 09:26:51 -05'00'

DIRECTOR / SUPERVISOR: Gorsek, Mike
Digitally signed by Gorsek, Mike
Date: 2026.06.03 11:00:24 -05'00'

CITY PURCHASING AGENT: [Signature]

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

Date: _____

Date: _____

Date: 6-4-2026

[Signature]
(Director of OBM)

The information supplied on this form is not confidential information.

2026-299

AN ORDINANCE AUTHORIZING THE EXECUTION OF MUNICIPAL LEASE AGREEMENT WITH THE ILLINOIS MUNICIPAL UTILITIES ASSOCIATION EMERGENCY EQUIPMENT SHARE PROGRAM FOR A FOUR-YEAR TERM FOR THE OFFICE OF PUBLIC UTILITIES

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

WHEREAS, this Ordinance approves and authorizes the execution of a lease agreement, a copy of which shall be on file with the Office of the City Clerk; and

WHEREAS, the lease for 1600 Groth Street provides that the tenant pay \$1,200/year in rent for four years; and

WHEREAS, there is no security deposit because the City does not own any structures on the leased premises; and

WHEREAS, the City retains the right to enter upon the land for purposes of conducting inspections, investigations, surveys, environmental remediation, and studies; and

WHEREAS, the lease agreement is effective for a four-year term with the option to renew for successive one (1) year terms thereafter upon mutual agreement of the parties.

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 lease agreement for the property commonly known as 1600 Groth Street from January 1, 2026 to December 31, 2030, unless cancelled or extended per the lease provisions.

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

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

PASSED: _____, 2026

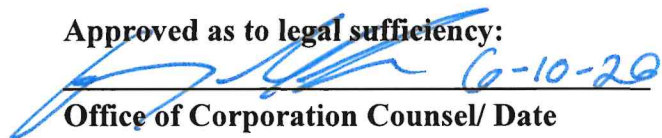
SIGNED: _____, 2026

RECORDED: _____, 2026

MAYOR

ATTEST: _____

Approved as to legal sufficiency:


Office of Corporation Counsel/ Date

Office of Public Utilities
ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

CONTRACTOR NAME: Illinois Municipal Utilities Association

CONTRACT AMOUNT: Revenue \$1,200/year

TYPE OF AWARD: Intergovernmental Agreement

PRIOR ORDINANCE INFORMATION:

None

INFORMATION:

This Ordinance is an Intergovernmental Agreement between the City of Springfield and Illinois Municipal Utilities Association (IMUA) for the lease of 1600 Groth Street (empty 5.57 acre area) for implementing and operating the Illinois Municipal Utilities Association Emergency Share Program. The uses of the parcel are limited to storage, staging, and replenishment of critical electric distribution system inventory and/or equipment that municipal utilities can draw on during emergency distribution system outages.

IMUA agreed to pay \$1,200/ year for the next 4 years.

**CITY OF SPRINGFIELD
OFFICE OF PUBLIC UTILITIES
LEASE AGREEMENT**

This Lease Agreement ("Lease") 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 Illinois Municipal Utilities Association, as Lessee ("Lessee").

The parties to this lease agree to the following provisions:

A. Description of Leased Premises.

CWLP leases to the Lessee to occupy and to use a part of the following real estate located in Sangamon County, Illinois, legally described in Exhibit A attached hereto consisting of 5.57 acres ("Leased Premises").

B. Use of Leased Premises

Lessee will use the Leased Premises for the purposes of implementing and operating the Illinois Municipal Utilities Association Emergency Equipment Share Program (the "Program") and all other incidental purpose related thereto ("Occupancy"). Such use includes but is not limited to the storage, staging, and replenishment of critical electric distribution system inventory and/or equipment that municipal utilities can draw on during emergency electric distribution system power outages in accordance with Program procedures as well as the ingress and egress of Program participants as well as inventory and equipment suppliers and maintainers onto the Leased Premises. In any case, Lessee shall have the right of possession and quiet enjoyment of the Leased Premises; provided, however, Lessee shall coordinate with CWLP as to the ingress and egress of all such Program participants, suppliers, and maintainers onto the Leased Premises.

Lessee shall seek and CWLP shall give prior written consent and shall not unreasonably withhold consent for a different and/or additional use beyond the scope of the purpose stated in this Section B.

C. Length of tenure.

The term of this Lease shall be from January 1, 2026 to December 31, 2030 ("Term"), and Lessee shall surrender possession at the end of this term or at the end of any extension thereof. This Lease shall be renewed for successive one (1) year terms thereafter upon mutual agreement of the parties; provided, however, that the parties shall be deemed to have mutually agreed to an extension of the Lease for the next year unless written notice of termination is given at least thirty (30) days in advance of the end of the initial term hereof or the successive term then in effect.

D. Rent.

Lessee agrees to pay rent to CWLP as follows: \$1,200 per year. Rent for any fractional term shall be prorated in proportion to the annual rent stated above.

E. Lessee's Investment and Expenses for the Program.

Lessee agrees to provide all necessary labor, machinery, tools, equipment, and any other materials to do all of the work necessary for the Program.

CWLP is a member of Illinois Municipal Utilities Association. CWLP shall have no investment or expenses with regard to the Leased Premises during the term of this Lease except for commitments made through its Association membership, including but not limited to those made in that Grant Agreement between Illinois Finance Authority and IMUA executed on October 14, 2025, and as expressly stated in this Lease.

F. Insurance.

Lessee shall maintain the following types of insurance:

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 leased premises and contractual liability, with limits of liability of not less than \$1,000,000.00 as the combined single limit per occurrence and \$2,000,000.00 in the aggregate.

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 additional insured. All policies of insurance shall provide that they shall not be cancelable with 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 evidence delivered to CWLP of such payment satisfactory to CWLP.

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

Failure to meet this above insurance requirement may result in termination of the lease.

H. Hold Harmless.

CWLP makes no representation or warranty, express or implied, that the Leased Premises are fit for the particular purposes for which Lessee intends to utilize the Leased Premises. Lessee agrees and understands that the use of the Leased Premises is at the sole risk and judgment of Lessee, its agents and employees, and Lessee, for itself and its agents and employees, hereby releases and agrees to indemnify and hold CWLP harmless for injuries to persons or damage to Leased Premises arising out of Lessee's, or its agent's or employee's, negligent use of said Leased Premises.

I. Lessee's Duties in Program Implementation and Operation

Except as expressly permitted in Section B herein, Lessee shall not permit, encourage or invite other persons to use any part of the Leased Premises.

CWLP agrees to control or cause to control all weeds and pests.

Lessee agrees to abide by all applicable State, Federal, and local laws. **Failure to abide by these rules and regulations may result in Lease termination or cancellation.**

Lessee shall keep the Leased Premises neat and orderly and prevent all unnecessary waste, loss, or damage to the Leased Premises.

J. Improvements and Reimbursement

Lessee shall not enter into any construction or remodeling projects of any kind on the Leased Premises without the consent of CWLP. Lessee shall not make any other improvements to the Leased Premises without CWLP's prior written consent which will not be unreasonably withheld, conditioned or delayed. Lessee waives all right to reimbursement and hereby expressly releases CWLP from all expenses and costs incurred by Lessee for such improvements except as a member of the Association as stated in Section E.

Notwithstanding the foregoing, CWLP expressly agrees to allow Lessee to cause the construction or installation of devices and/or equipment reasonably necessary or appropriate to secure Program inventory and equipment on the Leased Premises including but not limited to padlocks, lean-tos, pole racks, cameras, and lighting and agrees to cooperate for the construction and/or installation thereof; provided, however, at the end of the Term or any extension thereof, Lessee shall remove or cause to be removed all such devices and/or equipment from the Leased Premises.

K. No Assignment or Sublease

Lessee shall not assign this Lease or sublet any part of the Leased Premises without CWLP's prior written consent. Lessee further declares that the only persons or parties interested in this Lease as principal are those named herein and that the Lease is made without collusion with any other party, firm or corporation. Assignment, subcontracting or transfer of all or part of the interests of Lessee in the work covered by this Lease is prohibited.

L. Termination or Cancellation for Cause

In addition to the causes for termination or cancellation contained elsewhere herein, enrolling Leased Premises in any government program without prior written consent of CWLP other than as part of the Grant Agreement identified in Section E shall result in termination or cancellation of the Lease.

If Lessee violates or fails to carry out any of the covenants of this Lease and such violation or failure remains unremedied for thirty (30) days after written notice thereof, CWLP may terminate this Lease by providing Lessee with written notice.

M. Optional Termination or Cancellation

Should all or a portion of the Leased Premises be needed by CWLP for development of a new structure, this Lease may be terminated or cancelled following a year's written notice.

Should all or a portion of the Leased Premises be sold by CWLP, CWLP may terminate this Lease following a year's written notice.

N. Right of Entry and Inspection.

Upon reasonable notice to Lessee, CWLP reserves the right for itself, its employees, agents or contractors to enter the Leased Premises to conduct necessary and appropriate surveys, investigations, or environmental remediation. Upon reasonable notice, CWLP also reserves the right to enter on the Leased Premises for the purpose of making necessary and appropriate repairs or improvements on the Leased Premises. Notwithstanding the following, all such entry and activity shall not interfere with Lessee's Occupancy.

O. Failure to Surrender.

Lessee agrees that at the expiration or termination of this Lease, or at the end of any extension thereto and after proper notice is given, Lessee shall yield possession of the Leased Premises to CWLP without further demand or notice.

P. Miscellaneous.

This Lease is not intended to benefit any third party.

No waiver by CWLP at any time of the terms and conditions of this lease 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.

Lessee certifies that Lessee: (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; and (iii) will comply all applicable laws.

No amendment, alteration, modification of or addition to this Lease shall be valid or binding unless expressed in writing and signed by the party or parties to be bound by such change. This Lease 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.

Q. Notices.

Any notice or other communications contemplated or required under this Agreement, in order to be valid, shall be in writing and shall be given via personal delivery, certified or registered mail, or via nationally recognized overnight courier at the following addresses:

If to CWLP:

Matthew Huff
City Water, Light & Power
1600 Groth St.
Springfield, IL 62703
ATTN: Distribution & General Services

Douglas A. Brown; Troy A. Fodor

If to Lessee:

President & CEO; Vice President & General Counsel

3400 Conifer Drive
Springfield, Illinois 62711
ATTN: President & CEO; Vice President &
General Counsel

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed by their proper officials, respectively, being thereunto duly authorized, as of this ____ day of _____, 20__.

LESSEE

CITY OF SPRINGFIELD

Signature: 

By: _____

Name (Print): Doug Brown

Mayor

Title: President & CEO

Address: 3400 Conifer Drive
Springfield, IL 62711

Date: _____

Email: dbrown@imea.org

Phone: 217-789-4632

Attest: _____

City Clerk

Legal Description of Property

Leased Premises consist of a 5.57-acre portion of a parcel located on

1600 Groth Street
Springfield, IL 62703

And with fencing abutting and perpendicular to the named street of such address, and further described within the following legal description:

PT L 4 SUB NE&PT N1/2 NW 2-15-5

22-02.0-278-001

And more specifically described below in a black outline and green shade:



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: \$0.00 revenue \$1,200/year

SUGGESTED TITLE: Intergov. Agreement/ Illinois Municipal Utilities Association/ Illinois Municipal Utilities Association
Emergency Equipment Share Program/ \$1,200/year For the Office of Public Utilities

CONTRACTOR / VENDOR NAME: Illinois Municipal Utilities Association VENDOR NO: _____

CONTRACT TERM: 4 years Change in Scope Yes No

CONTRACT AMOUNT: \$0.00 revenue \$1,200/year
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

Previous Ord #'s none

- Low Bid
- Other: IGA
- Low Bid Meeting Specs
- Exception: _____
- Low Evaluated 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					
Fund	Agency	Org	Activity	Object	Amount
1	102	300	7671	CW30	\$4800
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.)

Contract

STAFF ANALYSIS


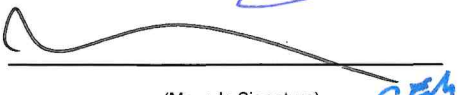
This Ordinance is an Intergovernmental Agreement between the City of Springfield and Illinois Municipal Utilities Association (IMUA) for the lease of 1600 Groth Street (empty 5.57 acre area) for implementing and operating the Illinois Municipal Utilities Association Emergency Share Program. The uses of the parcel are limited to storage, staging, and replenishment of critical electric distribution system inventory and/or equipment that municipal utilities can draw on during emergency distribution system outages. IMUA agreed to pay \$1,200/ year for the next 4 years.

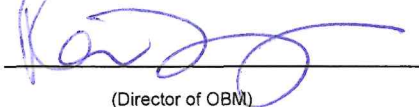
FUNDS CHECK BY: Dakota Capranica
Digitally signed by Dakota Capranica
Date: 2026.06.04 14:47:46 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: Gorsek, Mike
Digitally signed by Gorsek, Mike
Date: 2026.06.04 14:52:16 -05'00'

Date: _____

CITY PURCHASING AGENT: 
SIGN OFF: 
(Mayor's Signature) *CPH*

Date: 6/4/2026

(Director of OBM)

The information supplied on this form is not confidential information.

2026-300

AN ORDINANCE AMENDING CHAPTER 95 OF THE 1988 SPRINGFIELD CITY CODE OF ORDINANCES, AS AMENDED, PERTAINING TO GROUND WATER USE

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, numerous properties in the City of Springfield, Illinois (the City), have been used over a period of time for commercial/industrial purposes; and

WHEREAS, because of said use, concentrations of certain chemicals constituents in the groundwater beneath the City may exceed Class I groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier I residential remediation objectives as set forth in 35 Illinois Administrative Code 742; and

WHEREAS, the City desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are the source of said chemical constituents in the City of Springfield.

WHEREAS, Chapter 95, Section 95.600, of the 1988 of Springfield Code of Ordinances, as amended, prohibits installation of new potable wells within a designated area.

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 amends Chapter 95, Public Health, of the 1988 Springfield City Code of Ordinances, by deleting it in its entirety and by substituting the following language in lieu thereof:

SEE EXIHIBIT A

Section 2. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed insofar as they are in conflict with this ordinance.

Section 3. If any provision of this ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the ordinance as a whole or of any portion not affected the validity of the ordinance as a whole of any portion not adjudged invalid.

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

PASSED: _____, 2026

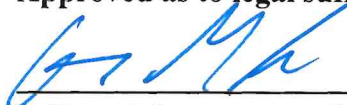
SIGNED: _____

RECORDED: _____, 2026

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 6-10-26

Office of Corporation Counsel/ Date

Requested by the Office of Public Utilities/ Mayor Buscher

Office of Public Utilities
ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

CONTRACTOR NAME: Amendment to Springfield City Code

CONTRACT AMOUNT: None

TYPE OF AWARD: None

INFORMATION:

This Ordinance amends Section 95.600 of Article XVII of the Springfield City Code. The Ordinance will expressly prohibit the drilling of new potable wells within the Corporate Limits of the City of Springfield as of the effective date of the Ordinance. This prohibition currently applies to most territory of the City but must be updated each time an Underground Storage Tank clean up is undertaken in an area not specified in current Code language. Prohibiting the drilling of new wells will limit potential threats to human health from groundwater contamination and will assist in the redevelopment of City properties.

§ 95.600. Use of groundwater as a potable water supply prohibited.

Except for such uses or methods in existence before the effective date of the ordinance from which this section derives, the use or attempt to use by any person as a potable water supply groundwater from those portions of the following described area that are within the corporate limits of the City of Springfield by the installation or drilling of wells or by any other method is hereby prohibited, including at points of withdrawal by the City of Springfield.

DESIGNATED AREA I:

Beginning at the Southeast Corner of the intersection of Sixth Street and Stevenson Drive and going East on the South side of Stevenson Drive to the East right-of-way line of the Illinois Central Railroad tracks, said tracks lying just West of Fox Bridge Road; thence North along the East right-of-way line of the Illinois Central Railroad to the South Grand Avenue East, thence East along the South side of South Grand Avenue East to the East side of Wheeler Avenue, thence North along the East side of Wheeler Avenue to the South side of Cook Street; thence East along the South side of Cook Street to the East side of White City Blvd.; thence North along the East side of White City Blvd. to the North side of Jackson Street; thence East on the North side of Jackson Street to the East side of Paul Street; thence North on the East side of Paul Street to the North side of Monroe Street; thence West on the North side of Monroe Street to the East side of Wheeler Avenue; thence North along the East side of Wheeler Avenue to the South side of Clear Lake Avenue; thence East along said south side of Clear Lake Avenue to the East side of 24th Street; thence North along the East side of 24th Street to where 24th Street ends; thence East to the boundary line of the City of Springfield in existence on August 31, 2000; thence North along said boundary line of the North side of Moffat Street (extended); thence West along the North side of Moffat Street to the East side of 19th Street; thence North along the East side of 19th Street to the North side of Sangamon Avenue; thence West along the North side of Sangamon Avenue to the West side of Fifth Street; thence South on the West side of Fifth Street to the North side of North Grand Avenue thence West along the North side of North Grand Avenue to the West side of MacArthur Blvd.; thence South on the West side of MacArthur Blvd. to the North side of Washington Street; thence West along the North side of Washington Street to the West side of Chatham Road; thence South along the West side of Chatham Road to the South side of Wabash Avenue; thence East along the South side of Wabash Avenue to the East side of MacArthur Blvd.; thence North along the East side of MacArthur Blvd. to the South side of Ash Street; thence East along the South side of Ash Street to the East side of Sixth Street; thence South along the East side of Sixth Street to the point of beginning, being the Southeast corner of Sixth Street and Stevenson Drive.

Also:

Commencing at the southeast corner of South Dirksen Parkway and East Clear Lake Avenue, thence southerly along the eastern right-of-way of South Dirksen Parkway to the Northeast intersection of Niccolls Road, thence in a northeasterly direction along the northerly right-of-way line of Niccolls Road to the intersection of the westerly right of way of Interstate 55, thence northerly along said right of way to the southwest intersection with East Clear Lake Avenue, thence to the point of beginning.

DESIGNATED AREA II:

Beginning at the Southeast corner of the intersection of Eastdale Avenue and South Grand Avenue East, thence North along the East side of Eastdale Avenue to the South side of East Cook Street, thence East along the South side of East Cook Street to the Southeast corner of the intersection of East Cook Street and Commercial Avenue, thence Northwest to the Southeast corner of the intersection of South Dirksen Parkway and Nichols Road, thence South along the East side of South Dirksen Parkway to the South side of South Grand Avenue East, thence West along the South side of South Grand Avenue East to the point of beginning, being the Southeast corner of the intersection of South Grand Avenue East and Eastdale Avenue.

DESIGNATED AREA III:

Commencing at the southwest corner of North Hill Street and East Ridge Avenue, thence southwesterly along the centerline of East Ridge Avenue to the southwest intersection of North Milton Avenue, thence southerly along the centerline of North Milton Avenue to the centerline of the intersection of East Enos Avenue, thence easterly along the centerline of East Enos Avenue to the centerline of the intersection of Melody Lane, thence northerly along the centerline of Melody Lane to 200 feet south of East Elm Street, thence easterly to the centerline of North Hill Street, thence northerly along the centerline of North Hill Street to the point of beginning.

PROPOSED AREA 2011-1:

Beginning at Northwest corner of the intersection of Reynolds Street and MacArthur Boulevard; thence southerly along the West line of MacArthur Boulevard to the North line of Washington Street; thence westerly along the North line of Washington Street to the West line of Lincoln Avenue; thence northerly along the West line of Lincoln Avenue to an extension of the North line of Reynolds Street; thence easterly along the North line of Reynolds Street to the point of beginning.

PROPOSED AREA 2011-2:

Beginning at the Northwest corner of the intersection of Osburn Avenue and North Grand Avenue; thence northerly along the West line of Osburn Avenue to the North line of Yates Avenue; thence easterly along the North line of Yates Avenue to the East line of New Street; thence southerly along the East line of New Street to the North line of North Grand Avenue; thence westerly along the North line of North Grand Avenue to the point of beginning.

PROPOSED AREA 2013-1:

Beginning at the Northwest corner of the intersection of North Grand Avenue and MacArthur Boulevard; thence South along the West line of MacArthur Boulevard to the North line of Payne and Jones' Addition in the Northwest Quarter of Section 28, Township 16 North, Range 5 West of the third Principal Meridian; thence West along the North line of said Payne and Jones' Addition to the West line of King's Highway; thence North along the West line of said King's Highway to the North line of said North Grand Avenue; thence East along the North line of said North Grand Avenue to the point of beginning.

PROPOSED AREA 2013-2:

Beginning at a point in the West right-of-way line of Chatham Road, said point being the North East corner of Parcel 22-070-276-018 and also being the Southeast corner of Sangamon Center; thence southerly along the West right-of-way line of Chatham Road to the South right-of-way line of Wabash Avenue; thence westerly along the South right-of-way line of Wabash Avenue 210.00 feet more or less to an extension of the west property line of said parcel; thence northerly along the extension of the west property line of said parcel to the northwest corner of said parcel, thence easterly along the northerly property line of said parcel to the point of beginning.

PROPOSED AREA 2015-1:

Beginning at the intersection of the East line of MacArthur Boulevard and the South line of Ash Street; thence easterly along the South line of Ash Street to the East line of Ninth Street; thence southerly along the East line of Ninth Street to the southeasterly Right-of-Way line of the Norfolk Southern Railroad; thence southwesterly along said southeasterly Right-of-Way line to the South boundary line of the City of Springfield in existence on April 29, 2015; thence westerly along said South boundary line to the centerline of First Street; thence southerly along the centerline of First Street to the South line of Lenox Avenue; thence along the South line of Lenox Avenue to the East line of MacArthur Boulevard; thence northerly along the East line of MacArthur Boulevard to the point of beginning.

PROPOSED AREA 2015-2:

Beginning at the intersection of the East line of Wheeler Avenue and the South line of Old Rochester Road; thence northerly along the East line of Wheeler Avenue to the South line of Cook Street; thence easterly along the South line of Cook Street to the East line of the Former Illinois Terminal Railroad; thence southerly along the East line of said Former Railroad to the South line of Old Rochester Road; thence northwesterly along the South line of Old Rochester Road to the point of beginning.

PROPOSED AREA Circle K #1423 LUST Incident #20060671:

Part of the Southwest Quarter of Section 23, Township 16 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, described as follows:

Beginning at the Southwest corner of Lot 9 in Paul's Subdivision; thence northerly along the East line of Nineteenth Street to the Northwest corner of Lot 1 in Paul's Subdivision; thence northeasterly along the southerly Right-of-way line of the Norfolk & Southern Railroad to the intersection with the West line of Bengel's Subdivision; thence southerly along the West line of Bengel's Subdivision to the South Right-of-Way line of North Grand Avenue; thence westerly along said Right-of-Way line to the Northeast corner of Lot 241 of Hay & Tracy's Melrose Subdivision; thence southerly along the West line of Indiana Avenue to the Southeast corner of lot 245 of Hay & Tracy's Melrose Subdivision; thence Westerly along the southerly line of Lots 245 and 356 of Hay & Tracy's Melrose Subdivision to the Southwest corner of said lot 356; thence northerly along the East line of Nineteenth Street to the point of beginning, containing 10.168 acres, more or less.

PROPOSED AREA Circle K #4700140 LUST

Incident #

Proposed No Drill Site 2023-1:

Part of the South Half of Section 27 and the North Half of Section 34 in Township 15 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, more particularly described as follows:

Beginning at the Northeast corner of Lot 1 of Finchum Subdivision in said South Half thence southerly along the East line of said Lot 1 to the South Right-of-Way line of Toronto Road; thence westerly along the South Right-of-Way line of Toronto Road to the intersection with the East Right-of-Way line of 6th Street Frontage Road; thence westerly to the Northeast Corner of Lot 1001 of Cityscape Commons in said North Half of Section 34; thence northerly to the intersection of the North Right-of-Way line of Toronto Road and the West Right-of-Way line of 6th Street Frontage Road; thence northerly along the West Right-of-Way line of 6th Street Frontage Road to the intersection of an extension of the North line of said Lot 1 of Finchum Subdivision; thence easterly along an extension of the North line of said Lot 1 of Finchum Subdivision to the point of beginning, containing 3,259 acres, more or less.

PROPOSED AREA 2022-1:

Part of the Northeast Quarter of Section 2, Township 15 North, Range 5 West of the Third Principal Meridian and part of the Southeast Quarter of Section 35, Township 16 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, described as follows:

Beginning at the Southeast corner of Lot 36 in Block 6 of Edwin A. Wilson's Grand Avenue Subdivision; thence easterly along the North line of South Grand Avenue, to the Southeast corner of the West Half of Lot 55 in Pierik's Eastside Addition; thence South to the South line of South Grand Avenue; thence easterly along the South line of South Grand Avenue, 433.26 feet to the Northeast corner of the property described in the deed recorded as Document Number 2017R00082; thence southerly along the East line of said property, 198.52 feet; thence westerly along the South line of said property, 131.86 feet; thence southerly along the East line of said property, 225.68 feet; thence westerly along the South line of said property, 300.32 feet to the East line of Pope Avenue; thence northerly along the East line of Pope Avenue to the intersection with the North line of the Alley in Block 17 of Edwin A. Wilson's Grand Avenue Subdivision, extended; thence West to the

West line of Pope Avenue; thence northerly along the West line of Pope Avenue to the point of beginning, containing 4.203 acres, more or less.

*PROPOSED AREA Circle K #1411 LUST Incident #20131102
Proposed No Drill Site 2022-2:*

Beginning at the intersection of the southerly Right-of-Way line of Jefferson Street and the extension of the West line of Lot 11 of Volney Vandercook's Second Subdivision in the Northwest Quarter of Section 29, Township 16 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois; northerly along said West line of Lot 11 to the Northwest corner of Lot 11 of Volney Vandercook's Second Subdivision in the Northwest Quarter of Section 29, Township 16 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois; thence easterly along the North line of said Lot 11 to the East Right-of-Way line of Bruns Lane; thence southerly along the East Right-of-Way line of Bruns Lane, 193.76 feet; thence southerly along the East Right-of-Way line of Bruns Lane, 83.24 feet; thence southwesterly to a point on southerly Right-of-Way line of Jefferson Street, 149.68 feet southeasterly from the point of beginning; thence Northwesterly along the southerly Right-of-Way line of Jefferson Street, 149.68 feet to the point of beginning, containing 1,961 acres, more or less.

PROPOSED AREA I&M RR Site #1671205168:

Part of Hay and Tracy's Melrose Subdivision in the East Half of the Northwest Quarter of Section 26, Township 16 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, described as follows:

Beginning at the Northwest corner of Lot 330 in said Hay and Tracy's Melrose Subdivision; thence East along the North line of said Lot 330, to Northeast corner of said Lot 330; thence South along the East line of Lots 339 and 329 in said Hay and Tracy's Melrose Subdivision to the Southeast corner of said Lot 329; thence along an extension of the North line of Lot 273 in said Hay and Tracy's Melrose Subdivision to the Northeast corner of said Lot 273; thence South along the West Right-of-Way line of Indiana Avenue to the Southeast corner of Lot 280 in said Hay and Tracy's Melrose Subdivision; thence along an extension of the North line of Lot 200 in said Hay and Tracy's Melrose Subdivision to the Northeast corner of said Lot 200 on the West line of a North-South alley; thence South along said West line of the alley to the Southeast corner of Lot 191 in said Hay and Tracy's Melrose Subdivision; thence West along the South line of said Lot 191 to the Northeast corner of Lot 291 in said Hay and Tracy's Melrose Subdivision; thence South along the East line of said Lot 291 to the Southeast corner of said Lot 291; thence West along the South line of said Lot 291 to the Southwest corner of said Lot 291 on the East line of a North-South alley; thence North on said East line of the alley to the Southwest corner of Lot 288 in said Hay and Tracy's Melrose Subdivision; thence West along an extension of the South line of Lot 313 in said Hay and Tracy's Melrose Subdivision to the East Right-of-Way line of 19th Street; thence northerly along said East Right-of-Way line of 19th Street to the point of beginning.

(Ord. No. 30-01-00, § 1, 1-18-00; Ord. No. 382-06-05, § 1, 6-7-05; Ord. No. 226-04-06, § 1, 4-18-06; Ord. No. 465-07-07, § 1, 7-17-07; Ord. No. 101-02-09, § 1, 2-17-09; Ord. No. 95-3-11, § 1, 3-15-11; Ord. No. 99-13-13, § 1, 3-19-13; Ord. No. 257-08-13, § 1, 8-7-13; Ord. No. 355-11-15, § 1, 11-3-15; Ord. No. 010-01-23, § 1, 1-3-23; Ord. No. 462-10-23, § 1, 10-17-23; Ord. No. 463-10-23, § 1, 10-17-23; Ord. No. 191-05-23, § 1, 5-2-23; Ord. No. 280-06-23, § 1, 6-20-23)

EXHIBIT A

§ 95.600. Use of groundwater as a potable water supply prohibited.

Except for such uses or methods in existence before the effective date of the ordinance, the use of, or attempted use of, groundwater from within the corporate limits of the City of Springfield as they exist on the date of this Ordinance, as a potable water supply, by installation, or drilling of wells or by any other method, is hereby prohibited. ~~from which this section derives, the use or attempt to use by any person as a potable water supply groundwater from those portions of the following described area that are within the corporate limits of the City of Springfield by the installation or drilling of wells or by any other method is hereby prohibited, including at points of withdrawal by the City of Springfield.~~

This prohibition expressly includes the City of Springfield.

This prohibition expressly excludes territory annexed by the City of Springfield subsequent to the effective date of this amendment.

DESIGNATED AREA I:

~~Beginning at the Southeast Corner of the intersection of Sixth Street and Stevenson Drive and going East on the South side of Stevenson Drive to the East right-of-way line of the Illinois Central Railroad tracks, said tracks lying just West of Fox Bridge Road; thence North along the East right-of-way line of the Illinois Central Railroad to the South Grand Avenue East, thence East along the South side of South Grand Avenue East to the East side of Wheeler Avenue, thence North along the East side of Wheeler Avenue to the South side of Cook Street; thence East along the South side of Cook Street to the East side of White City Blvd.; thence North along the East side of White City Blvd. to the North side of Jackson Street; thence East on the North side of Jackson Street to the East side of Paul Street; thence North on the East side of Paul Street to the North side of Monroe Street; thence West on the North side of Monroe Street to the East side of Wheeler Avenue; thence North along the East side of Wheeler Avenue to the South side of Clear Lake Avenue; thence East along said south side of Clear Lake Avenue to the East side of 24th Street; thence North along the East side of 24th Street to where 24th Street ends; thence East to the boundary line of the City of Springfield in existence on August 31, 2000; thence North along said boundary line of the North side of Moffat Street (extended); thence West along the North side of Moffat Street to the East side of 19th Street; thence North along the East side of 19th Street to the North side of Sangamon Avenue; thence West along the North side of Sangamon Avenue to the West side of Fifth Street; thence South on the West side of Fifth Street to the North side of North Grand Avenue thence West along the North side of North Grand Avenue to the West side of MacArthur Blvd.; thence South on the West side of MacArthur Blvd. to the North side of Washington Street; thence West along the North side of Washington Street to the West side of Chatham Road; thence South along the West side of Chatham Road to the South side of Wabash Avenue; thence East along the South side of Wabash Avenue to the East side of MacArthur Blvd.; thence North along the East side of MacArthur Blvd. to the South side of Ash Street; thence East along the South side of Ash Street to the East side of Sixth Street; thence South along the East side of Sixth Street to the point of beginning, being the Southeast corner of Sixth Street and Stevenson Drive.~~

~~Also:~~

~~Commencing at the southeast corner of South Dirksen Parkway and East Clear Lake Avenue, thence southerly along the eastern right-of-way of South Dirksen Parkway to the Northeast intersection of Niccolls Road, thence in a northeasterly direction along the northerly right-of-way line of Niccolls Road to the intersection of the westerly right-of-way of Interstate 55, thence northerly along said right-of-way to the southwest intersection with East Clear Lake Avenue, thence to the point of beginning.~~

DESIGNATED AREA II:

~~Beginning at the Southeast corner of the intersection of Eastdale Avenue and South Grand Avenue East, thence North along the East side of Eastdale Avenue to the South side of East Cook Street, thence East along~~

EXHIBIT A

the South side of East Cook Street to the Southeast corner of the intersection of East Cook Street and Commercial Avenue, thence Northwest to the Southeast corner of the intersection of South Dirksen Parkway and Nichols Road, thence South along the East side of South Dirksen Parkway to the South side of South Grand Avenue East, thence West along the South side of South Grand Avenue East to the point of beginning, being the Southeast corner of the intersection of South Grand Avenue East and Eastdale Avenue.

DESIGNATED AREA III:

Commencing at the southwest corner of North Hill Street and East Ridge Avenue, thence southwesterly along the centerline of East Ridge Avenue to the southwest intersection of North Milton Avenue, thence southerly along the centerline of North Milton Avenue to the centerline of the intersection of East Enos Avenue, thence easterly along the centerline of East Enos Avenue to the centerline of the intersection of Melody Lane, thence northerly along the centerline of Melody Lane to 200 feet south of East Elm Street, thence easterly to the centerline of North Hill Street, thence northerly along the centerline of North Hill Street to the point of beginning.

PROPOSED AREA 2011-1:

Beginning at Northwest corner of the intersection of Reynolds Street and MacArthur Boulevard; thence southerly along the West line of MacArthur Boulevard to the North line of Washington Street; thence westerly along the North line of Washington Street to the West line of Lincoln Avenue; thence northerly along the West line of Lincoln Avenue to an extension of the North line of Reynolds Street; thence easterly along the North line of Reynolds Street to the point of beginning.

PROPOSED AREA 2011-2:

Beginning at the Northwest corner of the intersection of Osburn Avenue and North Grand Avenue; thence northerly along the West line of Osburn Avenue to the North line of Yates Avenue; thence easterly along the North line of Yates Avenue to the East line of New Street; thence southerly along the East line of New Street to the North line of North Grand Avenue; thence westerly along the North line of North Grand Avenue to the point of beginning.

PROPOSED AREA 2013-1:

Beginning at the Northwest corner of the intersection of North Grand Avenue and MacArthur Boulevard; thence South along the West line of MacArthur Boulevard to the North line of Payne and Jones' Addition in the Northwest Quarter of Section 28, Township 16 North, Range 5 West of the third Principal Meridian; thence West along the North line of said Payne and Jones' Addition to the West line of King's Highway; thence North along the West line of said King's Highway to the North line of said North Grand Avenue; thence East along the North line of said North Grand Avenue to the point of beginning.

PROPOSED AREA 2013-2:

Beginning at a point in the West right-of-way line of Chatham Road, said point being the North East corner of Parcel 22-070-276-018 and also being the Southeast corner of Sangamon Center; thence southerly along the West right-of-way line of Chatham Road to the South right-of-way line of Wabash Avenue; thence westerly along the South right-of-way line of Wabash Avenue 210.00 feet more or less to an extension of the west property line of said parcel; thence northerly along the extension of the west property line of said parcel to the northwest corner of said parcel, thence easterly along the northerly property line of said parcel to the point of beginning.

PROPOSED AREA 2015-1:

Beginning at the intersection of the East line of MacArthur Boulevard and the South line of Ash Street; thence easterly along the South line of Ash Street to the East line of Ninth Street; thence southerly along the East line of Ninth Street to the southeasterly Right-of-Way line of the Norfolk Southern Railroad; thence southwesterly along said southeasterly Right-of-Way line to the South boundary line of the City of Springfield

EXHIBIT A

in-existence on April 29, 2015; thence westerly along said South boundary line to the centerline of First Street; thence southerly along the centerline of First Street to the South line of Lenox Avenue; thence along the South line of Lenox Avenue to the East line of MacArthur Boulevard; thence northerly along the East line of MacArthur Boulevard to the point of beginning.

PROPOSED AREA 2015-2:

Beginning at the intersection of the East line of Wheeler Avenue and the South line of Old Rochester Road; thence northerly along the East line of Wheeler Avenue to the South line of Cook Street; thence easterly along the South line of Cook Street to the East line of the Former Illinois Terminal Railroad; thence southerly along the East line of said Former Railroad to the South line of Old Rochester Road; thence northwesterly along the South line of Old Rochester Road to the point of beginning.

PROPOSED AREA Circle K #1423 LUST Incident #20060671:

Part of the Southwest Quarter of Section 23, Township 16 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, described as follows:

Beginning at the Southwest corner of Lot 9 in Paul's Subdivision; thence northerly along the East line of Nineteenth Street to the Northwest corner of Lot 1 in Paul's Subdivision; thence northeasterly along the southerly Right-of-way line of the Norfolk & Southern Railroad to the intersection with the West line of Bengel's Subdivision; thence southerly along the West line of Bengel's Subdivision to the South Right-of-Way line of North Grand Avenue; thence westerly along said Right-of-Way line to the Northeast corner of Lot 241 of Hay & Tracy's Melrose Subdivision; thence southerly along the West line of Indiana Avenue to the Southeast corner of lot 245 of Hay & Tracy's Melrose Subdivision; thence Westerly along the southerly line of Lots 245 and 356 of Hay & Tracy's Melrose Subdivision to the Southwest corner of said lot 356; thence northerly along the East line of Nineteenth Street to the point of beginning, containing 10.168 acres, more or less.

PROPOSED AREA Circle K #4700140 LUST

Incident #

Proposed No Drill Site 2023-1:

Part of the South Half of Section 27 and the North Half of Section 34 in Township 15 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, more particularly described as follows:

Beginning at the Northeast corner of Lot 1 of Finchum Subdivision in said South Half thence southerly along the East line of said Lot 1 to the South Right-of-Way line of Toronto Road; thence westerly along the South Right-of-Way line of Toronto Road to the intersection with the East Right-of-Way line of 6th Street Frontage Road; thence westerly to the Northeast Corner of Lot 1001 of Cityscape Commons in said North Half of Section 34; thence northerly to the intersection of the North Right-of-Way line of Toronto Road and the West Right-of-Way line of 6th Street Frontage Road; thence northerly along the West Right-of-Way line of 6th Street Frontage Road to the intersection of an extension of the North line of said Lot 1 of Finchum Subdivision; thence easterly along an extension of the North line of said Lot 1 of Finchum Subdivision to the point of beginning, containing 3,259 acres, more or less.

PROPOSED AREA 2022-1:

Part of the Northeast Quarter of Section 2, Township 15 North, Range 5 West of the Third Principal Meridian and part of the Southeast Quarter of Section 35, Township 16 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, described as follows:

Beginning at the Southeast corner of Lot 36 in Block 6 of Edwin A. Wilson's Grand Avenue Subdivision; thence easterly along the North line of South Grand Avenue, to the Southeast corner of the West Half of Lot 55 in Pierik's Eastside Addition; thence South to the South line of South Grand Avenue; thence easterly along the South line of South Grand Avenue, 433.26 feet to the Northeast corner of the property described in the deed

EXHIBIT A

recorded as Document Number 2017R00082; thence southerly along the East line of said property, 198.52 feet; thence westerly along the South line of said property, 131.86 feet; thence southerly along the East line of said property, 225.68 feet; thence westerly along the South line of said property, 300.32 feet to the East line of Pope Avenue; thence northerly along the East line of Pope Avenue to the intersection with the North line of the Alley in Block 17 of Edwin A. Wilson's Grand Avenue Subdivision, extended; thence West to the West line of Pope Avenue; thence northerly along the West line of Pope Avenue to the point of beginning, containing 4.203 acres, more or less.

PROPOSED AREA Circle K #1411 LUST Incident #20131102

Proposed No Drill Site 2022-2:

Beginning at the intersection of the southerly Right of Way line of Jefferson Street and the extension of the West line of Lot 11 of Volney Vandercook's Second Subdivision in the Northwest Quarter of Section 29, Township 16 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois; northerly along said West line of Lot 11 to the Northwest corner of Lot 11 of Volney Vandercook's Second Subdivision in the Northwest Quarter of Section 29, Township 16 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois; thence easterly along the North line of said Lot 11 to the East Right of Way line of Bruns Lane; thence southerly along the East Right of Way line of Bruns Lane, 193.76 feet; thence southerly along the East Right of Way line of Bruns Lane, 83.24 feet; thence southwesterly to a point on southerly Right of Way line of Jefferson Street, 149.68 feet southeasterly from the point of beginning; thence Northwesterly along the southerly Right of Way line of Jefferson Street, 149.68 feet to the point of beginning, containing 1.961 acres, more or less.

PROPOSED AREA I&M RR Site #1671205168:

Part of Hay and Tracy's Melrose Subdivision in the East Half of the Northwest Quarter of Section 26, Township 16 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, described as follows:

Beginning at the Northwest corner of Lot 330 in said Hay and Tracy's Melrose Subdivision; thence East along the North line of said Lot 330, to Northeast corner of said Lot 330; thence South along the East line of Lots 339 and 329 in said Hay and Tracy's Melrose Subdivision to the Southeast corner of said Lot 329; thence along an extension of the North line of Lot 273 in said Hay and Tracy's Melrose Subdivision to the Northeast corner of said Lot 273; thence South along the West Right of Way line of Indiana Avenue to the Southeast corner of Lot 280 in said Hay and Tracy's Melrose Subdivision; thence along an extension of the North line of Lot 200 in said Hay and Tracy's Melrose Subdivision to the Northeast corner of said Lot 200 on the West line of a North-South alley; thence South along said West line of the alley to the Southeast corner of Lot 191 in said Hay and Tracy's Melrose Subdivision; thence West along the South line of said Lot 191 to the Northeast corner of Lot 291 in said Hay and Tracy's Melrose Subdivision; thence South along the East line of said Lot 291 to the Southeast corner of said Lot 291; thence West along the South line of said Lot 291 to the Southwest corner of said Lot 291 on the East line of a North-South alley; thence North on said East line of the alley to the Southwest corner of Lot 288 in said Hay and Tracy's Melrose Subdivision; thence West along an extension of the South line of Lot 313 in said Hay and Tracy's Melrose Subdivision to the East Right of Way line of 19th Street; thence northerly along said East Right of Way line of 19th Street to the point of beginning.

(Ord. No. 30-01-00, § 1, 1-18-00; Ord. No. 382-06-05, § 1, 6-7-05; Ord. No. 226-04-06, § 1, 4-18-06; Ord. No. 465-07-07, § 1, 7-17-07; Ord. No. 101-02-09, § 1, 2-17-09; Ord. No. 95-3-11, § 1, 3-15-11; Ord. No. 99-13-13, § 1, 3-19-13; Ord. No. 257-08-13, § 1, 8-7-13; Ord. No. 355-11-15, § 1, 11-3-15; Ord. No. 010-01-23, § 1, 1-3-23; Ord. No. 462-10-23, § 1, 10-17-23; Ord. No. 463-10-23, § 1, 10-17-23; Ord. No. 191-05-23, § 1, 5-2-23; Ord. No. 280-06-23, § 1, 6-20-23)

§ 95.600. Use of groundwater as a potable water supply prohibited.

Except for such uses or methods in existence before the effective date of the ordinance, the use of, or attempted use of, groundwater from within the corporate limits of the City of Springfield as they exist on the date of this Ordinance, as a potable water supply, by installation, or drilling of wells or by any other method, is hereby prohibited.

(Ord. No. 30-01-00, § 1, 1-18-00; Ord. No. 382-06-05, § 1, 6-7-05; Ord. No. 226-04-06, § 1, 4-18-06; Ord. No. 465-07-07, § 1, 7-17-07; Ord. No. 101-02-09, § 1, 2-17-09; Ord. No. 95-3-11, § 1, 3-15-11; Ord. No. 99-13-13, § 1, 3-19-13; Ord. No. 257-08-13, § 1, 8-7-13; Ord. No. 355-11-15, § 1, 11-3-15; Ord. No. 010-01-23, § 1, 1-3-23; Ord. No. 462-10-23, § 1, 10-17-23; Ord. No. 463-10-23, § 1, 10-17-23; Ord. No. 191-05-23, § 1, 5-2-23; Ord. No. 280-06-23, § 1, 6-20-23)

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: \$0.00

SUGGESTED TITLE: An Ordinance Amending Chapter 95 of the 1988 Springfield City Code of Ordinances Pertaining to Ground Water Use

CONTRACTOR / VENDOR NAME: N/A 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: Code Change
- Exception: _____
- Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No Yes

Is Purchasing Agent approval attached? No Yes

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

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

Amendment A containing proposed Code language

STAFF ANALYSIS

This Ordinance amends Section 95.600 of Article XVII of the Springfield City Code. The Ordinance will expressly prohibit the drilling of new potable wells within the Corporate Limits of the City of Springfield as of the effective date of the Ordinance. This prohibition currently applies to most territory of the City but must be updated each time an Underground Storage Tank clean up is undertaken in an area not specified in current Code language. Prohibiting the drilling of new wells will limit potential threats to human health from groundwater contamination and will assist in the redevelopment of City properties.

FUNDS CHECK BY:

Date: [Signature]

DIRECTOR / SUPERVISOR:

Scott Rogers Digitally signed by Scott Rogers Date: 2026.04.28 11:37:03 -05'00'

Date: _____

CITY PURCHASING AGENT:

Date: _____

SIGN OFF:

[Signature]
(Mayor's Signature) *GRM*

[Signature]
(Director of OBM)

The information supplied on this form is not confidential information.

2026-301

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING THE EXECUTION OF CONTRACT NUMBER PW27-04-22 WITH TRUMAN L. FLATT & SONS CO., INC. TO FURNISH CONSTRUCTION ON THE STOCKYARD TO MARKETPLACE CONNECTOR FOR AN AMOUNT NOT TO EXCEED \$801,165.84, FOR THE OFFICE OF PUBLIC WORKS

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

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

WHEREAS, pursuant to the above, Truman L. Flatt & Sons Co., Inc. has submitted the lowest responsible bid meeting specifications to furnish construction of a connector roadway from Stockyard Road to Marketplace Drive, which consists of Marketplace Drive, Atlanta Street, and Walton Drive (west of Dirksen Parkway) will be milled, patched, resurfaced, concrete curbing and ADA ramp improvements are also included where necessary, for the Office of Public Works, in an amount not to exceed \$801,165.84; and

WHEREAS, the proposed contract documents and bid proposal are on file in the Office of the City Clerk and identified by Contract Index No. PW27-04-22.

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

Section 1: That the City Council hereby accepts the bid from Truman L. Flatt & Sons Co. to furnish construction of a connector roadway from Stockyard Road to Marketplace Drive for the Office of Public Works for an amount not to exceed \$801,165.84. The Mayor and City Clerk are authorized to execute contract no. PW27-04-22 on behalf of the City of Springfield.

Section 2: The Office of Budget and Management is hereby authorized to make payment to Truman L. Flatt & Sons Co., Inc. (0FLA2800) in the amount of \$801,165.84 in accordance with the terms of Contract PW27-04-22 from account number 048-107-BMGT-ACCT-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



Local Public Agency: City of Springfield
 County: Sangamon
 Contract Number: PW27-04-22
 Estimate: 0.00

Date: May 21, 2026
 Time: 2:00
 Title: Stockyard to Marketplace Connector

Name of Bidder: Truman L. Flatt & Sons, Inc.
 Address of Bidder: 2300 N 16th St Springfield, IL 62702

Attended By: _____

Proposal Guarantee: Yes
 Terms: 5%

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

Approved Engineer's Estimate

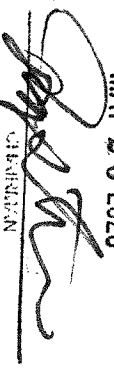
Proposal Guarantee: Yes
 Terms: 5%

Proposal Guarantee: Yes
 Terms: 5%

Item No.	Item	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	TREE & BRUSH REMOVAL	ACRE	0.2	\$ 154,386.15	\$ 30,877.23	155,000.00	\$ 31,000.00	\$ -	-
2*	FENCE REMOVAL	FOOT	250	22.54	5,635.00	5.00	1,250.00	\$ -	-
3	PIPE CULVERT REMOVAL	FOOT	43	26.88	1,147.24	22.00	946.00	\$ -	-
4	PAVED DITCH REMOVAL	SO YD	133	24.90	3,311.70	11.66	1,550.78	\$ -	-
5	PAVEMENT REMOVAL	SO YD	743	16.01	11,895.43	15.00	11,145.00	\$ -	-
6	CURB REMOVAL	FOOT	44	21.99	967.56	20.00	880.00	\$ -	-
7*	EARTH EXCAVATION	CU YD	760	44.52	33,835.20	30.00	22,800.00	\$ -	-
8*	SEEDING CLASS 2A	ACRE	0.4	10,770.20	4,308.08	11,000.00	4,400.00	\$ -	-
9	TOPSOIL FURNISH AND PLACE, 4"	SO YD	1821	10.55	15,603.45	17.50	25,882.50	\$ -	-
10	EROSION CONTROL BLANKET	SO YD	1821	2.77	5,044.17	3.00	5,463.00	\$ -	-
11	TEMPORARY DITCH CHECKS	FOOT	40	15.65	626.00	25.00	1,000.00	\$ -	-
12	INLET & PIPE PROTECTION	EACH	3	219.48	658.44	220.00	660.00	\$ -	-
13	STONE RIP RAP, CLASS A3	SO YD	25	115.47	2,886.75	61.00	1,525.00	\$ -	-
14	STONE RIP RAP, CLASS A4	SO YD	52	146.63	7,624.76	65.50	3,405.00	\$ -	-
15	FILTER FABRIC	SO YD	76	5.63	427.88	5.00	380.00	\$ -	-
16	AGGREGATE BASE COURSE, TY A, 4"	SO YD	122	19.92	2,430.24	25.00	3,050.00	\$ -	-
17	AGGREGATE BASE COURSE, TY A, 6"	SO YD	1059	20.37	21,571.83	30.20	31,981.80	\$ -	-
18*	PRIME COAT	LB	2106	1.43	3,011.58	1.00	2,106.00	\$ -	-
19*	TACK COAT	LB	423	1.58	668.34	1.00	423.00	\$ -	-
20*	HMA BINDER COURSE, MIX C, N50, (WITH FIBER)	TON	315	100.44	31,638.60	130.82	41,208.30	\$ -	-
21*	HMA SURFACE COURSE, IL-19, N50, (WITH FIBER)	TON	107	107.40	11,491.80	132.58	14,186.06	\$ -	-
22	PCC DRIVEWAY PAVEMENT, 8"	SO YD	122	164.88	20,116.56	184.21	20,033.62	\$ -	-
23	AGGREGATE SHOULDERS, TY B, 4"	SO YD	106	40.22	4,263.32	32.00	3,392.00	\$ -	-
24	PIPE CULVERTS, CL A, TY 1, 15"	FOOT	8	102.21	817.68	140.00	1,120.00	\$ -	-
25	PIPE CULVERTS, CL A, TY 1, 24"	FOOT	80	113.43	9,074.40	150.00	12,000.00	\$ -	-
26	PIPE CULVERTS, CL D, TY 1, 15"	FOOT	80	102.21	8,176.80	140.00	11,200.00	\$ -	-
27	PRC FLARED END SECTIONS 15"	EACH	2	1,452.96	2,905.92	2,350.00	4,700.00	\$ -	-
28	PRC FLARED END SECTIONS 24"	EACH	4	2,403.40	9,613.60	3,550.00	14,200.00	\$ -	-
29	INLETS, TYPE A, TYPE B GRATE	EACH	1	1,594.46	1,594.46	3,365.00	3,365.00	\$ -	-
30	COMB CONC CURB & GUTTER TY B6, 18	FOOT	456	84.41	38,490.96	40.00	18,240.00	\$ -	-
31	PRC GUTTER FLARE	EACH	2	4,747.99	9,495.98	2,550.00	5,100.00	\$ -	-
32	SIGN PANEL - TYPE 1	SO FT	17	60.05	1,020.85	50.00	850.00	\$ -	-
33	METAL POST - TYPE A	FOOT	17	9.49	161.33	50.00	850.00	\$ -	-
34	THERMOPLASTIC PAV MARK - LINE 4"	FOOT	1002	2.26	2,264.52	2.50	2,500.00	\$ -	-
35	THERMOPLASTIC PAV MARK - LINE 12"	FOOT	120	6.02	722.40	11.50	1,380.00	\$ -	-
36	TRAFFIC CONTROL & PROTECTION	L SUM	1	9,576.84	9,576.84	9,000.00	9,000.00	\$ -	-
37	CONCRETE WORK	L SUM	1	748.20	748.20	1,000.00	1,000.00	\$ -	-
38	MOBILIZATION	L SUM	1	20,640.00	20,640.00	3,250.00	3,250.00	\$ -	-
Subtotal:				\$333,991.12	\$333,991.12	\$317,429.06	\$317,429.06		
As Calculated:				\$335,345.12		\$317,429.06			

AND SPECIFICATIONS

MAY 26 2026

BY  CHAIRMAN

Tabulation of Bids



Tabulation of Bids

Local Public Agency: City of Springfield
 County: Sangamon
 Contract Number: PW27-04-22
 Estimate: 0.00

Date: May 21, 2026
 Time: 2:00
 Title: Stockyard to Marketplace Connector

Attended By:

Item No.	Item	Unit	Quantity	Unit Price	Total
101	Curb and/or Gutter Remove and Replace	FT	50	128.04	6,402.00
102	Inlets to be Adjusted	EA	2	1,389.67	2,739.34
103	Sidewalk Remove and Replace	SF	1790	17.86	31,811.40
104	Sidewalk Remove and Replace (Special)	SF	1085	33.01	35,815.85
105	Drive Approach Remove and Replace	SF	75	17.01	1,275.75
106	Hot Mix Surf Removal, Var. Depth	SY	12069	3.65	44,051.85
107	Temporary Ramp	SY	18	17.09	307.62
108	Bituminous Materials (Tackless Tack)	GAL	1328	4.12	5,471.36
109	Aggregate (Prime Coat)	TON	27	0.01	0.27
110	Level Binder (Machine Method) N70	TON	507	119.66	60,667.62
111	HMA Surf. Cse. Mix D, N70 W/Fiber	TON	1014	120.38	122,065.32
112	HMA Pavement Patching, 7"	SY	32	125.12	4,003.84
113	24" Manholes to be Adjusted	EA	1	974.37	974.37
114	36" Manholes to be Adjusted	EA	1	1,289.95	1,289.95
115	Manhole Casting Remove and Replace	EA	2	1,553.73	3,107.46
116	Valve Vaults to be Adjusted	EA	2	870.47	1,740.94
117	HMA Pavement Patching, 3"	SY	240	84.67	20,320.80
118	Tie Bars, 3/4", #6	EA	74	20.43	1,511.82
119	Dowel Bars, 1"	EA	380	25.80	9,804.00
120	Class B Patch, Type 2, 8"	SY	113	251.55	28,425.15
121	Class B Patch, Type 3, 8"	SY	122	249.40	30,426.80
122	Class B Patch, Type 4, 8"	SY	67	247.25	16,565.75
123	Saw Cuts	FT	1284	3.23	4,147.32
124	Short Term Pavement Marking	FT	2000	1.26	2,520.00
125	Line 4" (Solid White) Thermo	FT	150	2.26	339.00
126	Line 4" (Solid Yellow) Thermo	FT	4386	2.26	9,912.36
127	Line 6" (Solid White) Thermo	FT	621	4.03	2,502.63
128	Line 24" (Solid White) Thermo	FT	144	12.09	1,740.96
129	Letters & Symbols Thermo	SF	354	12.09	4,279.86
130	Traffic Control	LSUM	1	11,799.33	11,799.33

Name of Bidder:		Address of Bidder:		Unit Price	Total	Unit Price	Total	Unit Price	Total
Truman L. Flatt & Sons, Inc.		2300 N 16th St Springfield, IL 62702		5%		5%			
P.H. Broughton & Sons, Inc.		905 N Lincoln Av Springfield, IL 62702		5%		5%			
Approved Engineer's Estimate		Terms:		Yes		Yes			
Subtotal:		As Calculated:		\$465,820.72		\$504,972.80			
Total Bid:		As Calculated:		\$799,811.84		\$822,401.86			

The Department of Public Works recommends this contract be awarded to Truman L. Flatt & Sons, Inc.

2026-302

ORDINANCE FACT SHEET

REQUEST FORM NO: 26-42
DATE OF 1ST READING: 6-16-26

OFFICE REQUESTING: Public Works

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

EMERGENCY PASSAGE: No Yes If yes, explain justification.

TYPE OF ORDINANCE: low bid **FISCAL IMPACT:** \$801,165.84
 (If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:
 AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING EXECUTION OF CONTRACT NO. PW27-04-22 WITH TRUMAN L. FLATT & SONS CO., INC. TO FURNISH CONSTRUCTION ON THE STOCKYARD TO MARKETPLACE CONNECTOR FOR THE OFFICE OF PUBLIC WORKS

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

CONTRACTOR / VENDOR NAME: Truman L. Flatt & Sons Co., Inc. **VENDOR NO:** 0FLA2800

CONTRACT TERM: completion **CONTRACT #** PW27-04-22 **Change in Scope** Yes No

CONTRACT AMOUNT: \$801,165.84
 (Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one) Low Bid Other: _____ **Previous Ord #s** _____
 Low Bid Meeting Specs Exception: _____ **Is Purchasing Agent approval required?** No Yes
 Low Evaluated Bid **Code Provision:** _____ **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	048	107	BMGT	ACCT	2110 \$ 801,165.84
2					
3					
4					

FUNDS CHECK BY: _____ **Date:** 6/11/2026
DIRECTOR / SUPERVISOR SIGNATURE _____ **Date:** _____
CITY PURCHASING AGENT: _____ **Date:** 6/11/2026

COMMENTS

This is an ordinance for the construction of a connector roadway from Stockyard Road to Marketplace Drive. Marketplace Drive, Atlanta Street and Walton Drive (west of Dirksen Parkway) will be milled, patched, and resurfaced. Concrete curbing and ADA ramp improvements are also included where necessary. The pedestrian pathway along the west side of Marketplace Drive will also be milled and resurfaced.

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

2026-302

AN ORDINANCE AUTHORIZING THE DISPOSAL OF EXCESS RIGHT OF WAY IN EDWARDS AND MATHER'S ADDITION AND EXCHANGE OF REAL ESTATE BETWEEN THE CITY OF SPRINGFIELD AND THE PEOPLE OF THE STATE OF ILLINOIS, THROUGH ITS DEPARTMENT OF CENTRAL MANAGEMENT, IN AN AMOUNT NOT TO EXCEED \$0.00, FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, the City of Springfield, Illinois ("the City") 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 People of the State of Illinois, through its Department of Central Management ("Owner") is willing to dispose of excess right of way in Edwards and Mather's Addition and exchange of said excess right of way for a fee located at 1220 N. 9th Street per Public Act 102-1110, in an amount not to exceed \$0.00; and

WHEREAS, the acquisition of these permanent easement rights is for public purposes specifically associated with the Springfield Rail Improvement Projects, Usable Segment 6B; and

WHEREAS, it is necessary to execute Quit Claim Deed and Temporary Construction Easements with the Owner; and

WHEREAS, a copy of the Quit Claim Deed and Temporary Construction Easements shall be on file in the Office of the City Clerk.

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

Section 1: The City Council hereby approves and authorizes the disposal of excess right-of-way in Edwards and Mather's Addition, to The People of the State of Illinois, through its Department of Central Management ("Owner") in an amount not to exceed \$0.00, with the Office of Public Works for public purposes specifically associated with the Springfield Rail Improvements Projects Usable Segments 6B. The Mayor and City Clerk are authorized to execute the necessary documents on behalf of the City to complete this transaction. The Mayor and City Clerk authorized to execute the acceptance on behalf of the City of Springfield.

Section 2: That the Mayor and City Clerk are hereby authorized and directed to execute the Quit Claim Deed and Temporary Construction Easements on file in the Office of the City Clerk and any other necessary documents to effectuate this transaction on behalf of the City of Springfield.

Section 3: That the Office of the City Clerk is authorized and directed to record the Quit Claim Deed and the Temporary Construction Easements with the Sangamon County Recorder of Deeds and file the necessary tax exemption form with the Board of Review.

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

Office of Corporation Counsel / Date

Transaction Summary
for
Supporting Ordinance Documentation / Disposal & Acquisition
(1220 N. 9th Street – The People of the State of Illinois,
through its Department of Central Management Services)

Who are we acquiring property from?

The People of the State of Illinois, through its Department of Central Management Services

Who is acquiring property?

The City of Springfield.

Reason for acquisition:

Springfield Rail Improvement Project Usable Segment 6B.

What is being acquired?

1.921+/- acres of land in fee.

How it will be acquired (i.e. fee simple)?

Fee simple through exchange for excess right of way.

Source of funding:

City of Springfield

Appraisal amount:

N/A.

Purchase price:

\$0.00

Closing Costs:

N/A.

Reason for purchase amount if above appraised value:

N/A.

Relocation amount with estimate breakdown:

N/A.

AN ACT concerning civil law.

**Be it enacted by the People of the State of Illinois,
represented in the General Assembly:**

Article 1.

Section 1-5. The Director of the Department of Natural Resources, on behalf of the State of Illinois, is directed to execute and deliver to the Rend Lake Conservancy District, a body politic organized and existing under the laws of the State of Illinois, of the County of Franklin, State of Illinois, for and in consideration of \$531,667 paid to the Department for deposit into the Park and Conservation Fund, a quitclaim deed to the following described real property:

A parcel of land conveyed to the People of the State of Illinois by Corporate Warranty Deed dated April 4, 1991, and recorded April 5, 1991, as Document Number 91-1519 in the Recorder's Office of Franklin County, Illinois, and re-recorded as Document Number 2010-4085 on September 10, 2010, and more particularly described as:

Part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section Nineteen (19), Township Five (5) South, Range Three (3) East of the Third (3rd)

Principal Meridian, more particularly described as follows: Beginning at a Bureau of Land Management metal marker designated as AP 42 at the Northwest corner of the Northeast Quarter (NE 1/4) of the Northwest Quarter of said Section 19; thence North 89 degrees 46- minutes 51 seconds East along the North line of said Section 19 to an iron pin on the Westerly Right-of-Way of F. A. Route 126 a distance of 350.38 feet; thence along a non-tangent curve concave to the East having a radius of 1131.74 feet and to which beginning a radial line bears North 84 degrees 37- minutes 57 seconds West; thence Southeasterly 266.74 feet along said curve through a central angle of 13 degrees 30- minutes 14 seconds; thence North 81 degrees 50- minutes 15 seconds East to an iron pin on said Right-of-Way a distance of 15.00 feet; thence along a non-tangent curve concave to the East having a radius of 1116.74 feet and to which beginning a radial line bears South 81 degrees 51- minutes 51 seconds West; thence Southeasterly 413.72 along said curve through a central angle of 21 degrees 13- minutes 36 seconds; thence South 89 degrees 46- minutes 51 seconds West to an iron pin on the West line of the Northeast Quarter of the Northwest Quarter of said Section 19 a distance of 502.58 feet; thence North 0degrees 06- minutes 47 seconds West along said West line a distance of 654.02 feet to the point of beginning; excepting all the coal, oil, gas and other minerals underlying the same and

all rights and easements in favor of the owner of the mineral estate or of any party claiming by, through or under said estate, situated in FRANKLIN COUNTY, ILLINOIS.

Section 1-10. The conveyance of real property authorized by Section 1-5 shall be made subject to: existing public utilities, existing public roads, and any and all reservations, easements, encumbrances, covenants, and restrictions of record.

Section 1-15. Within 60 days after the effective date of this Act, the Director of Natural Resources shall obtain a certified copy of the portions of this Act containing the title, the enacting clause, the effective date, and this Article and, upon receipt of the payment required by this Article, shall ensure that the certified copy of the portions of this Act named by this Section and the quitclaim deed conveying the land are provided to the Rend Lake Conservancy District, to be recorded by the Rend Lake Conservancy District in the Recorder's Office in the county in which the land is located.

Article 2.

Section 2-5. Definitions. As used in this Article:

"CDB" means the State's Capital Development Board.

"City" means the City of Springfield, an Illinois Municipal Corporation, Sangamon County, Illinois.

"Corporate authorities" has the same meaning as set forth in Section 1-1-2 of the Illinois Municipal Code.

"Demolition work" means the demolition of the State buildings down to the concrete slab, the proper remediation as necessary of the debris generated by the demolition, the proper disposal of the debris, the relocation or splitting and reestablishing for future connection of any and all necessary active utilities, and the preparation for the reactivation of State buildings on the east and west of the future railroad right-of-way that is being established for the Project.

"Department" means the Department of Central Management Services.

"Director" and "Administrator" mean the Director of the Department.

"Project" means the development project known as the Springfield High Speed Rail Corridor Improvement Project.

"Property" means all of the real estate described in Section 2-10 as Parcel A, consisting of a strip of land from the Department's Sangamo Complex in the City that is owned by the Department.

"State buildings" means certain structures of the Sangamo Complex as identified by the Department.

"This Act" means this Article.

Section 2-10. Land transfer for the Project. Pursuant to the provisions and subject to the terms and conditions of this Act, the Director, on behalf of the State of Illinois, is authorized to exchange certain real property in Sangamon County, Illinois, hereinafter referred to in this Section as Parcel A, for certain real property of equal or greater value in Sangamon County, Illinois, hereinafter referred to in this Section as Parcel B, the Parcels being described as follows:

PARCEL A:

Common Address: 1021 North Grand Avenue East, Springfield,
IL 62702

Parcel SR0021A

Part of Lot 20 of the Subdivision of the Northwest part of the Northwest Quarter Section 23 and part of the East Half of the Northeast Quarter and part of the Southeast Quarter of Section 22, all in Township 16 North, Range 5 West of the 3rd Principal Meridian, more particularly described as follows:

Beginning at the Southeast corner of Lot 20, being the intersection of the existing northerly right of way line of North Grand Avenue and the existing westerly right of way line of Eleventh Street; thence South 88 degrees 47 minutes 07 seconds West along south line of Lot 20, being

the existing northerly right of way line of North Grand Avenue, 480.93 feet; thence North 00 degrees 02 minutes 56 seconds East, 8.86 feet; thence North 88 degrees 51 minutes 10 seconds East, 480.99 feet to the east line of Lot 20, being existing westerly right of way line of Eleventh Street; thence South 00 degrees 31 minutes 28 seconds West along east line of Lot 20 a distance of 8.29 feet to the Point of Beginning containing 4,124.40 square feet or 0.095 acre, more or less.

Parcel SR0021B

Part of Lot 20 of the Subdivision of the Northwest part of the Northwest Quarter Section 23 and part of the East Half of the Northeast Quarter and part of the Southeast Quarter of Section 22, all in Township 16 North, Range 5 West of the 3rd Principal Meridian, more particularly described as follows:

Commencing at the Southeast corner of Lot 20, being the intersection of the existing northerly right of way line of North Grand Avenue and the existing westerly right of way line of Eleventh Street; thence North 00 degrees 31 minutes 28 seconds East along east line of Lot 20 a distance of 8.29 feet; thence South 88 degrees 51 minutes 10 seconds West, 259.42 feet to the Point of Beginning; thence continuing South 88 degrees 51 minutes 10 seconds West, 120.02 feet; thence North 00 degrees 08 minutes 55

seconds West, 88.34 feet; thence North 89 degrees 51 minutes 05 seconds East, 30.00 feet; thence North 00 degrees 08 minutes 55 seconds West, 755.05 feet; thence South 88 degrees 19 minutes 36 seconds East, 90.05 feet; thence South 00 degrees 08 minutes 55 seconds East, 838.43 feet to the Point of Beginning containing 78,300.74 square feet or 1.798 acre, more or less.

Parcel SR0021C

Part of Lot 20 of the Subdivision of the Northwest part of the Northwest Quarter Section 23 and part of the East Half of the Northeast Quarter and part of the Southeast Quarter of Section 22, all in Township 16 North, Range 5 West of the 3rd Principal Meridian, more particularly described as follows:

Commencing at the Northwest corner of Lot 20, being the intersection of the existing southerly right of way line of Converse Avenue and the existing easterly right of way line of Ninth Street; thence South 88 degrees 39 minutes 41 seconds East along the north line of Lot 20, being the existing southerly right of way line of Converse Avenue, 258.03 feet to the Point of Beginning; thence continuing South 88 degrees 39 minutes 41 seconds East along the north line of Lot 20 a distance of 286.24 feet; thence South 87 degrees 41 minutes 19 seconds West, 109.71 feet thence North 88 degrees 19 minutes 36 seconds West, 90.05

feet; thence North 84 degrees 24 minutes 06 seconds West, 86.94 feet to the Point of Beginning containing 1,267.54 square feet or 0.029 acre, more or less.

PARCEL B:

PARCEL 1: The East-West alley lying South and adjacent to Lots 1, 2, 3, 4, 5, 6 and 7, and North and adjacent to Lots 8, 9, 10, 11, 12, 13 and 14, in Block 4 of Edwards and Mather's Addition. Situated in Sangamon County, Illinois.

PARCEL 2: The East-West alley lying South and adjacent to Lots 8 and 9, and lying North and adjacent to Lots 10 and 11 in Block 3 of Edwards and Mather's Addition. Situated in Sangamon County, Illinois.

Section 2-15. Conveyance.

(a) The City is pursuing a development project known as the Springfield High Speed Rail Corridor Improvement Project, and the City's corporate authorities have determined that it is in the best interest of the City, its residents, and the Project to acquire all of the real estate described as Parcel A in Section 2-10, consisting of a strip of land from the Department's Sangamo Complex in the City that is owned by the Department, including the land, existing foundation, slab structures, existing utility facilities, and other

improvements at or below grade level, all of which are the property of the State of Illinois. The corporate authorities of the City intend to use the property as part of the Project.

(b) To allow for the Project, the State of Illinois, through the CDB, shall access and evaluate for demolition, then the CDB shall demolish the State buildings down to the concrete slab, properly remediate as necessary the debris generated by the demolition, properly dispose of the debris, relocate or split and reestablish for future connection any and all necessary active utilities, and prepare for the reactivation of State buildings on the east and west of the future railroad right-of-way that is being established for the Project.

(c) Within 2 years of the effective date of this Act, the City shall reimburse the State for the entire cost of the demolition work, including the associated work described in subsection (b) for the State buildings.

(d) The City, using the City's own funds, shall remove the foundation and slab structures from the property to install the necessary infrastructure for the new rail system that is encompassed in the Project.

(e) The City, using the City's own funds, shall relocate to the appropriate public ways and streets the active storm-sewer line that is currently located in the Sangamo Complex parking lot and serves both the Sangamo Complex and other private entities nearby.

(f) The City has assured the Administrator that the City shall accept the property described as Parcel A without any representation or warranty from the Department as to the condition of the property or the fitness of the property for any purpose. The corporate authorities of the City have also assured the Administrator that, upon the City's acquisition of the property from the Department, the City, through its agents, employees, and contractors, will diligently, timely, and fully carry out and accomplish all of its obligations under this Act.

(g) The Administrator is satisfied that, pursuant to the provisions and subject to all of the terms and conditions of this Act, the transfer of the property described in Section 2-10 as Parcel A to the City, in exchange for the property described in Section 2-10 as Parcel B, is in the interests of the State of Illinois.

(h) Notwithstanding any other law of the State of Illinois to the contrary, the Administrator is authorized under this Act, subject to the terms and conditions in this Act, to convey all right, title, and interest of the State of Illinois in and to the property described in Section 2-10 as Parcel A to the City in exchange for the property described in Section 2-10 as Parcel B and such other terms and conditions in the quitclaim deed and ancillary documents that the Administrator deems appropriate, with such exchange occurring pursuant to a Purchase and Sale Agreement prepared by the Department and

that the conveyances of the property authorized by this Act shall be made subject to existing public roads, existing rights of public utilities, existing rights of the public or quasipublic utilities, and any and all reservations, easements, encumbrances, covenants, agreements, and restrictions of record. Upon completion of the exchange described in this subsection (h), the Director shall convey by quitclaim deed all right, title, and interest in the property described in Section 2-10 as Parcel B to the Secretary of State for public use.

(i) The quitclaim deed to the property described in Section 2-10 as Parcel A shall contain a reverter clause providing, in language prepared by and acceptable to the Department, that title to the property described in Section 2-10 as Parcel A shall revert, without further action, to the State of Illinois if: the property is used for any purpose other than as described in this Act, which is use as an element of public transportation infrastructure by the City and its affiliates; or if an attempt is made, without the prior written consent of the Department, to sell the property to any person or entity or to convey or donate the property in any manner whatsoever. The language prepared by and acceptable to the Department may include, if the Director sees fit to include it, in the Director's discretion, a provision specifically empowering the Director to issue exemptions to the operation of the reverter clause on a case by case basis,

in each case at the Director's discretion following receipt of a request with full justification submitted by the City.

Section 2-20. Transfer stipulations; execution by the City; document recording. The transfer of title to the property described in Section 2-10 as Parcel A authorized under this Act shall be by quitclaim deed, which shall be prepared by the Department so that the transfer to the City is on an "AS IS", "WHERE IS", and "WITH ALL FAULTS" basis as of the date of conveyance, without any representation by the State of Illinois to the City, or any persons and entities whatsoever, as to the property's condition or fitness for any purpose. The deed shall be executed by the City as grantee in order to confirm the City's undertaking to abide by the requirements in this Act and the City's agreement to diligently, timely, and fully perform its obligations as set forth in this Act. All documents of transfer shall be recorded in Sangamon County.

Section 2-25. Director's authority regarding discretion, consent, and decisions. In any situation or instance in which, under the provisions of this Act, the Director is authorized to exercise discretion, or to grant or withhold consent, the Director's authority shall be deemed to be unfettered in making a decision, based on the Director's own determination as to the interests of the State of Illinois.

Article 3.

Section 3-5. "An Act concerning land", approved May 27, 2022, Public Act 102-1015, is amended by changing Section 2-10 as follows:

(P.A. 102-1015, Sec. 2-10)

Sec. 2-10. (a) The quitclaim deed executed under Section 2-5 shall convey all right, title, and interest of the State of Illinois and the Department of Corrections in and to the real property described in Section 2-5 to the Lockport Township Fire Protection District.

(b) The conveyance of real property authorized by Section 2-5 shall be made subject to existing public utilities, existing public roads, and any and all reservations, easements, encumbrances, covenants, and restrictions of record.

(c) The quitclaim deed to the Lockport Township Fire Protection District shall state on its face and be subject to the conditions that the real property shall be used by the Lockport Township Fire Protection District for public purposes related to the Fire Protection District ~~a training center~~ and that if the Lockport Township Fire Protection District ceases to exist, if the real property is used for any purposes other than the public purposes set forth in this Section ~~a training~~

~~center~~, or if an attempt is made to sell the property, then title shall revert without further action to the State of Illinois.

(Source: P.A. 102-1015, eff. 5-27-22.)

Section 99-99. Effective date. This Act takes effect upon becoming law.

QUITCLAIM DEED
(Governmental Entity) (Non-Freeway)

Pursuant to and in compliance with the authority set forth in City of Springfield Ordinance Number ___-___-25, Grantor, the City of Springfield, Illinois, a municipal corporation, for and in consideration of One 00/100 Dollar (\$1.00), receipt of which is hereby acknowledged, conveys and quitclaims to The People of the State of Illinois, through its Department of Central Management Services, (Grantee), all right, title and interest in the following described real estate situated in the County of Sangamon in the State of Illinois, to-wit:

Part of Edwards and Mather's Addition, City of Springfield, County of Sangamon, State of Illinois, more particularly described as follows:

All that part of the east-west alley lying south and adjacent to Lots 1, 2, 3, 4, 5, 6 and 7, and north and adjacent to Lots 8, 9, 10, 11, 12, 13 and 14 in Block 4 of said Edwards and Mather's Addition.

Except any interest in the coal, oil, gas and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any.

The public area legally described above is hereby conveyed and quitclaimed to the Grantee subject to and upon the conditions that there shall be, and there hereby are, reserved to the Grantor, all present rights of ownership and use of the public service facilities of said Grantor now located in said conveyed and quitclaimed area, with the right to use, remove, repair, relocate, change or modify the same as the continuing public service by means thereof may require, and upon the further condition that the present rights of ownership and use of all public service facilities now located in said conveyed and quitclaimed area and which are not owned and operated by the Grantor shall be, and they are, reserved to the municipality or public utility presently owning the same, with the right to use, remove, repair, relocate, change or modify the same as the continuing public service by means thereof may require, and upon the further condition that there shall be reserved to the Grantor and any such other municipality or public utility the necessary easements and rights of way for the maintenance, renewal and reconstruction of said public service facilities presently located in said conveyed and quitclaimed area, so that any and all of such public service facilities, whether public or privately owned, may continue to be used in the public service.

2026-303

Exhibit "A"



QUITCLAIM DEED
(Governmental Entity) (Non-Freeway)

Pursuant to and in compliance with the authority set forth in City of Springfield Ordinance Number ___-___-25, Grantor, the City of Springfield, Illinois, a municipal corporation, for and in consideration of One 00/100 Dollar (\$1.00), receipt of which is hereby acknowledged, conveys and quitclaims to The People of the State of Illinois, through its Department of Central Management Services, (Grantee), all right, title and interest in the following described real estate situated in the County of Sangamon in the State of Illinois, to-wit:

Part of Edwards and Mather's Addition, City of Springfield, County of Sangamon, State of Illinois, more particularly described as follows:

All that part of the east-west alley lying south and adjacent to Lots 8 and 9, and north and adjacent to Lots 10 and 11 in Block 3 of said Edwards and Mather's Addition.

Except any interest in the coal, oil, gas and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any.

The public area legally described above is hereby conveyed and quitclaimed to the Grantee subject to and upon the conditions that there shall be, and there hereby are, reserved to the Grantor, all present rights of ownership and use of the public service facilities of said Grantor now located in said conveyed and quitclaimed area, with the right to use, remove, repair, relocate, change or modify the same as the continuing public service by means thereof may require, and upon the further condition that the present rights of ownership and use of all public service facilities now located in said conveyed and quitclaimed area and which are not owned and operated by the Grantor shall be, and they are, reserved to the municipality or public utility presently owning the same, with the right to use, remove, repair, relocate, change or modify the same as the continuing public service by means thereof may require, and upon the further condition that there shall be reserved to the Grantor and any such other municipality or public utility the necessary easements and rights of way for the maintenance, renewal and reconstruction of said public service facilities presently located in said conveyed and quitclaimed area, so that any and all of such public service facilities, whether public or privately owned, may continue to be used in the public service.

Dated this _____ day of _____, 20____.

City of Springfield, Illinois

By: _____
Signature

Misty Buscher, Mayor
Print Name and Title

ATTEST:

By: _____
Signature

Charles L. Redpath, Sr, City Clerk
Print Name and Title

State of Illinois)
County of Sangamon) ss
)

This instrument was acknowledged before me on _____, 20____, by
Misty Buscher _____, as Mayor
and Charles L. Redpath, Sr _____, as City Clerk
of City of Springfield, Illinois, a municipal corporation _____, a governmental entity
organized and existing under the laws of Illinois.

(SEAL)

Notary Public

My Commission Expires: _____

Exempt under 35 ILCS 200/31-45(e), Real Estate Transfer Tax Law.

Date

Buyer, Seller or Representative

Prepared by:

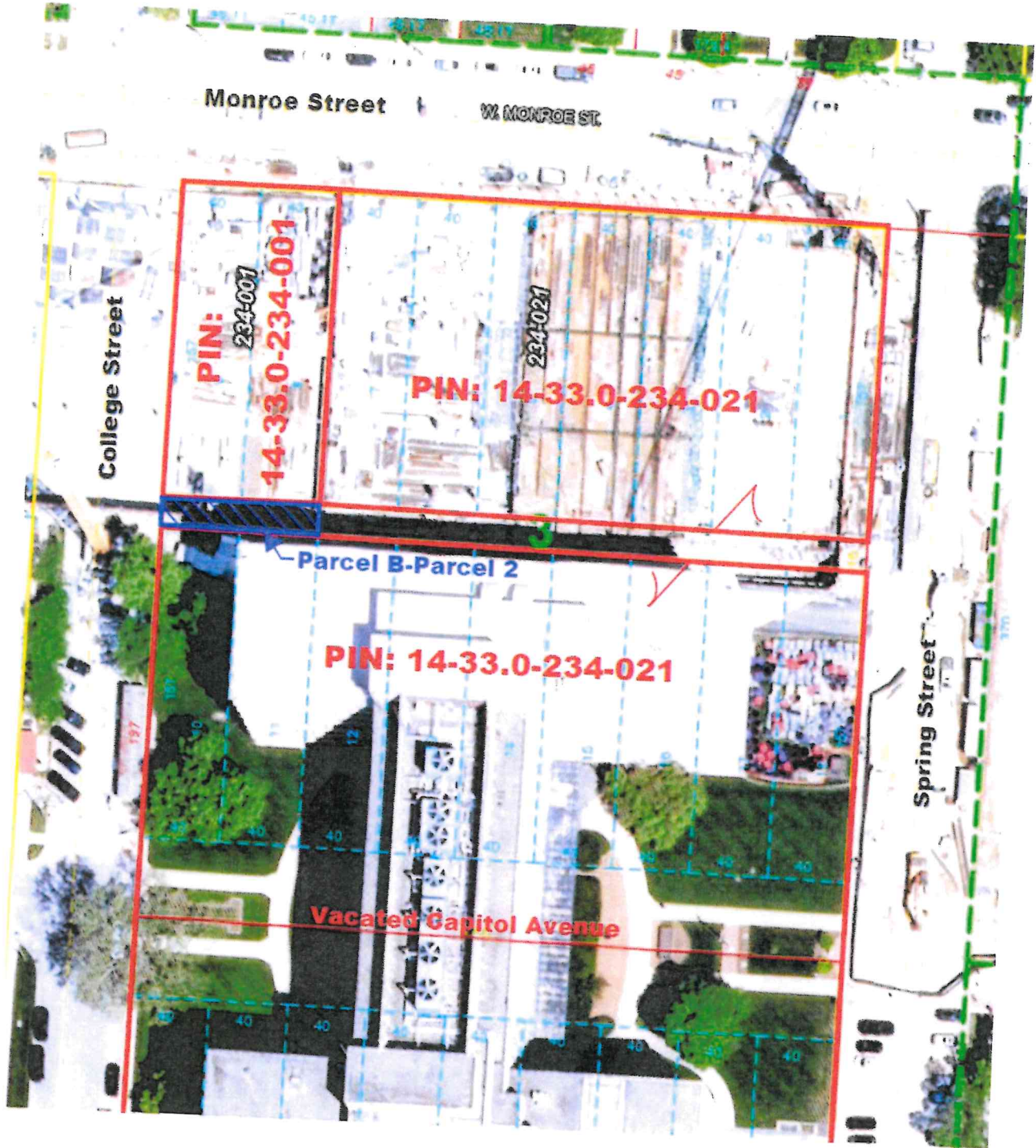
City of Springfield
City Clerk
Room 106, MCW
300 South Seventh Street
Springfield, Illinois 62701

Return to:

715 Stratton Office Building
Illinois Department of Central Management Services
401 S. Spring Street
Springfield, IL 62706

2026-303

Exhibit "A"



2026-303

2026-303

QUITCLAIM DEED

STATE OF ILLINOIS, by and through its DEPARTMENT OF CENTRAL MANAGEMENT SERVICES, a governmental entity organized and existing under the laws of Illinois and duly authorized to do business in Illinois, (Grantor), in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, and pursuant to the provisions of the State Property Control Act, 30 ILCS 605/7.1, conveys and quitclaims to the CITY OF SPRINGFIELD, ILLINOIS, a Municipal Corporation (Grantee), all existing legal and equitable rights of 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:

Parcel SR0021A

Part of Lot 20 of the Subdivision of the Northwest part of the Northwest Quarter Section 23 and part of the East Half of the Northeast Quarter and part of the Southeast Quarter of Section 22, all in Township 16 North, Range 5 West of the 3rd Principal Meridian, more particularly described as follows:

Beginning at the Southeast corner of Lot 20, being the intersection of the existing northerly right of way line of North Grand Avenue and the existing westerly right of way line of Eleventh Street; thence South 88 degrees 47 minutes 07 seconds West along south line of Lot 20, being the existing northerly right of way line of North Grand Avenue, 480.93 feet; thence North 00 degrees 02 minutes 56 seconds East, 8.86 feet; thence North 88 degrees 51 minutes 10 seconds East, 480.99 feet to the east line of Lot 20, being existing westerly right of way line of Eleventh Street; thence South 00 degrees 31 minutes 28 seconds West along east line of Lot 20 a distance of 8.29 feet to the Point of Beginning containing 4,124.40 square feet or 0.095 acre, more or less.

Except any interest in the coal, oil, gas and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any.

2026-303

Parcel SR0021B

Part of Lot 20 of the Subdivision of the Northwest part of the Northwest Quarter Section 23 and part of the East Half of the Northeast Quarter and part of the Southeast Quarter of Section 22, all in Township 16 North, Range 5 West of the 3rd Principal Meridian, more particularly described as follows:

Commencing at the Southeast corner of Lot 20, being the intersection of the existing northerly right of way line of North Grand Avenue and the existing westerly right of way line of Eleventh Street; thence North 00 degrees 31 minutes 28 seconds East along east line of Lot 20 a distance of 8.29 feet; thence South 88 degrees 51 minutes 10 seconds West, 259.42 feet to the Point of Beginning; thence continuing South 88 degrees 51 minutes 10 seconds West, 120.02 feet; thence North 00 degrees 08 minutes 55 seconds West, 88.34 feet; thence North 89 degrees 51 minutes 05 seconds East, 30.00 feet; thence North 00 degrees 08 minutes 55 seconds West, 755.05 feet; thence South 88 degrees 19 minutes 36 seconds East, 90.05 feet; thence South 00 degrees 08 minutes 55 seconds East, 838.43 feet to the Point of Beginning containing 78,300.74 square feet or 1.798 acre, more or less.

Except any interest in the coal, oil, gas and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any.

Parcel SR0021C

Part of Lot 20 of the Subdivision of the Northwest part of the Northwest Quarter Section 23 and part of the East Half of the Northeast Quarter and part of the Southeast Quarter of Section 22, all in Township 16 North, Range 5 West of the 3rd Principal Meridian, more particularly described as follows:

Commencing at the Northwest corner of Lot 20, being the intersection of the existing southerly right of way line of Converse Avenue and the existing easterly right of way line of Ninth Street; thence South 88 degrees 39 minutes 41 seconds East along the north line of Lot 20, being the existing southerly right of way line of Converse Avenue, 258.03 feet to the Point of Beginning; thence continuing South 88 degrees 39 minutes 41 seconds East along the north line of Lot 20 a distance of 286.24 feet; thence South 87 degrees 41 minutes 19 seconds West, 109.71 feet thence North 88 degrees 19 minutes 36 seconds West, 90.05 feet; thence North 84 degrees 24 minutes 06 seconds West, 86.94 feet to the Point of Beginning containing 1,267.54 square feet or 0.029 acre, more or less.

Except any interest in the coal, oil, gas and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any.

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. 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 of the Grantee, its successors and assigns, and shall be binding upon the heirs, executors, administrators, successors and assigns of Grantor.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

2026-303

IN WITNESS WHEREOF, the Grantor(s) has/have hereunto set his/her/their hand(s) and seal(s) this _____ day of _____, A.D., 2026.

STATE OF ILLINOIS, by and through its
DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

By: _____
Raven A. DeVaughn, Director

Prepared by:

715 Stratton Office Building
Illinois Department of Central Management Services
401 S. Spring Street
Springfield, Illinois 62706

After recording please return to:

City of Springfield
City Clerk
Room 106, MCW
300 South Seventh Street
Springfield, Illinois 62701

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Raven A. DeVaughn, personally known to me to be the Director of the STATE OF ILLINOIS Department of Central Management Services, appeared before me this day in person and acknowledged that she signed and sealed the attached instrument in her official capacity for the uses and purposes set forth therein.

Given under my hand and official seal this _____ day of _____, A.D., 2026.

Springfield IL 62712

2026-303

ORDINANCE FACT SHEET

REQUEST FORM NO: 26-44
DATE OF 1ST READING: 6/16/2026

OFFICE REQUESTING: Public Works CONTACT PERSON: Nathan Bottom
PHONE NUMBER: 789-2260 ext 223

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

TYPE OF ORDINANCE: Real Estate FISCAL IMPACT: \$ -

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE DISPOSAL OF EXCESS RIGHT OF WAY IN EDWARDS AND MATHER'S ADDITION AND EXCHANGE OF REEAL ESTATE BETWEEN THE CITY OF SPRINGFIELD AND THE PEOPLE OF THE STATE OF ILLINOIS, THROUGH ITS DEPARTMENT OF CENTRAL MANGEMENT SERVICES, IN AN AMOUNT NOT TO EXCEED \$0.00.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)
transaction summary DRAFT QCD Parcel B-Parcel 2_City to CMS
Public Act 102-1110 DRAFT QCD-Parcel A_CMS to City
DRAFT QCD Parcel B-Parcel 1_City to CMS

CONTRACTOR / VENDOR NAME: VENDOR NO:

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

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

Method of Purchase (check one) Previous Ord #s

- Low Bid Other: Is Purchasing Agent approval required? No [] Yes [X]
Low Bid Meeting Specs Exception: 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. Rows 1-4.

FUNDS CHECK BY: Date:
DIRECTOR / SUPERVISOR SIGNATURE Date: 2 JUN 26
CITY PURCHASING AGENT: Date:

COMMENTS

This ordinance is for the disposal of excess right of way area in Edwards and Mather's Addition, and exchange of said excess right-of-way for a fee taking located at 1220 N. 9th Street per Public Act 102-1110. The disposal and exchange of said real estate is for public purposes, specifically associated the Springfield Rail Improvements Projects Usable Segment 6B.

SIGN OFF: (Mayor's Signature) GFM

(Director of OBM)

AN ORDINANCE APPROVING THE HIRING OF TINA LATHAN AS OFFICE COORDINATOR FOR CITY COUNCIL

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

WHEREAS, pursuant to the 1988 Springfield City Code of Ordinances, as amended, the appointment of Office Coordinator is subject to the advice and consent of the City Council; and

WHEREAS, Tim Griffin desires to hire Tina Lathan as Office Coordinator for the City of Springfield, City Council.

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

Section 1: That the City Council hereby approves the hiring of Tina Lathan, as Office Coordinator, for 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 Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher



Office of Corporation Counsel/Date

AN ORDINANCE TO DECREASE THE NUMBER OF CLASS "D" LIQUOR LICENSES BY ONE DUE TO CLOSURE OF BUSINESS BY GOLDEN HOUR BAKE HOUSE, LLC D/B/A GOLDEN HOUR BAKE HOUSE LOCATED AT 11 W. OLD STATE CAPITOL PLAZA

WHEREAS, Golden Hour Bake House, LLC currently holds a Class "D" liquor license for the business known as Golden Hour Bake House located at 11 W. Old State Capitol Plaza and desires to relinquish the Class "D" liquor license; and

WHEREAS, the owner has closed the business; and

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

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

Section 1: That the City Council hereby approves a decrease in the number of Class "D" liquor licenses by one.

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

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher _____

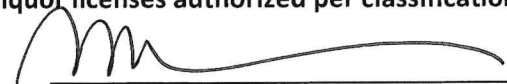

 6-10-20
Office of Corporation Counsel/Date

**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
06/16/2026	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Golden Hour Bake House LLC dba Golden Hour Bake House		
LOCATION:	11 W. Old State Capitol Plaza		
EMERGENCY PASSAGE: (Please check one)	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> X	<input type="checkbox"/> NO
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	Business Closed		

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

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

SIGN OFF:  _____ Date _____
Mayor's Signature 

2026-305

AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "D" LIQUOR LICENSES BY ONE FOR LEVITY BAR AND GRILL, LLC D/B/A LEVITY BAR AND GRILL, LOCATED AT 4127 WEST WABASH

WHEREAS, Levity Bar and Grill, LLC has applied for a Class "D" liquor license for the business known as Levity Bar and Grill, located at 4127 West Wabash; and

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

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

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

Section 1: That the City Council hereby approves an increase in the number of Class "D" liquor licenses.

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

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath, Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 **6-10-26**
Office of Corporation Counsel/Date


**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
06/16/2026	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Levity Bar and Grill, LLC d/b/a Levity Bar and Grill		
LOCATION:	4127 West Wabash		
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 restaurant with liquor sales		

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

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

SIGN OFF:


Mayor's Signature

GLM

Date

2026-306

AN ORDINANCE AUTHORIZING PAYMENT TO JAMES CADIGAN, A CITY OF SPRINGFIELD PUBLIC WORKS ENGINEERING TECHNICIAN, FOR SETTLEMENT OF A WORKERS' COMPENSATION CLAIM NUMBER 25-WC-012515 IN AN AMOUNT NOT TO EXCEED \$32,760.00

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, James Cadigan works as a Public Works Engineering Technician for the City of Springfield hired June 16, 2014; and

WHEREAS, on December 27, 2021, Mr. Cadigan filed a workers' compensation claim and is willing to settle his claim for case no. 25-WC-012515 in the amount of \$32,760.00 representing a 12.5% loss of man as a whole; and

WHEREAS, Livingstone, Mueller, Bima & Murphy, P.C., the City's workers' compensation advisors have recommended that settlement of Mr. Cadigan workers' compensation claim for case number 25-WC-012515 in an amount not to exceed \$32,760.00 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 an amount not to exceed \$32,760.00 to James Cadigan, a Public Works Engineering Technician, for workers compensation case for claim number 25-WC-012515, representing a 12.5% loss of 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 \$32,760.00 from Account Number 074-107-BMGT-WCMP-2205 as provided in the Settlement Agreement to James Cadigan and his attorney Matt Brewer, Wolter Beeman, Lynch & Dennis, LLP.

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#: 25WC012515

WORKERS' COMPENSATION CLAIM #: W004420090

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: James Cadigan

DEPARTMENT: Public Works

JOB TITLE: Engineering Technician 3

STATUS: CURRENT EMPLOYEE FORMER EMPLOYEE

DATE OF ACCIDENT: 12/27/2021

DESCRIPTION OF ACCIDENT: Slipped in mud and caught himself with right arm.

ATTORNEY: Matt Brewer - Wolter, Beeman, Lynch & Dennis, LLP

% OF LOSS OF USE: 12.5% MAW (right shoulder surgery) - \$32,760.00

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 _____

GEN

OBM _____

RMM

2026-307

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: 06/16/2026

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: \$32,760.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT TO JAMES CADIGAN, A CITY OF SPRINGFIELD PUBLIC WORKS ENGINEERING TECHNICIAN, TO SETTLE A WORKERS' COMPENSATION CLAIM FOR CASE # 25WC012515 IN THE AMOUNT OF \$32,760.00

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

CONTRACTOR / VENDOR NAME: James Cadigan & Matt Brewer, Wolter Beeman, Lynch **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: _____
- Low Bid Meeting Specs Exception: _____
- Low Evaluated 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					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	074	107	BGMT	WCMP	2205	\$32,760.00
2						
3						
4						

FUNDS CHECK BY: <i>Lenee Pilkington</i>	Date: 05/27/2026
DIRECTOR / SUPERVISOR SIGNATURE <i>[Signature]</i>	Date: 5/27/26
CITY PURCHASING AGENT: <i>[Signature]</i>	Date: 5/27/2026

COMMENTS

James Cadigan, was hired on June 16 2014 as a City of Springfield Public Works Employee, and reported a work injury on 12/27/2021. Mr. Cadigan filed a workers compensation claim (25WC012515) and is willing to settle in the amount of \$32,760.00. Livingstone, Mueller, Bima & Murphy, P.C. the city's legal advisors, also recommend payment in the amount of \$32,760.00 to settle (25WC012515).

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

_____ *[Signature]*
(Director of OBM)

2026-307

AN ORDINANCE AUTHORIZING PAYMENT TO JAMES CADIGAN, A CITY OF SPRINGFIELD PUBLIC WORKS ENGINEERING TECHNICIAN, FOR SETTLEMENT OF A WORKERS' COMPENSATION CLAIM NUMBER 25-WC-008756 IN AN TOTAL AMOUNT NOT TO EXCEED \$61,711.48

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, James Cadigan works as a Public Works Engineering Technician for the City of Springfield hired June 16, 2014; and

WHEREAS, on September 13, 2024, Mr. Cadigan filed a workers' compensation claim and is willing to settle his claim for case no. 25-WC-008756 in the amount of \$61,711.48 representing a 12.5% loss of man as a whole and 12.5% loss of a left arm; and

WHEREAS, Livingstone, Mueller, Bima & Murphy, P.C., the City's workers' compensation advisors have recommended that settlement of Mr. Cadigan workers' compensation claim for case number 25-WC-008756 in an total amount not to exceed \$61,711.48 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 an total amount not to exceed \$61,711.48 to James Cadigan, a Public Works Engineering Technician, for workers compensation case for claim number 25-WC-008756, representing a 12.5% loss of man as a whole and 12.5% loss of a left arm. The Mayor and the City Clerk are hereby directed to sign the Settlement Agreement on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay the lump sum in an amount not to exceed \$61,711.48 from Account Number 074-107-BMGT-WCMP-2205 as provided in the Settlement Agreement to James Cadigan and his attorney Matt Brewer, Wolter Beeman, Lynch & Dennis, LLP.

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 6-10-26

ORDINANCE FACT SHEET FOR WORKERS' COMPENSATION CLAIMS

CASE INFORMATION:

WORKERS' COMPENSATION CASE#: 25WC008756

WORKERS' COMPENSATION CLAIM #: W004420090

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: James Cadigan

DEPARTMENT: Public Works

JOB TITLE: Engineering Technician 3

STATUS: CURRENT EMPLOYEE FORMER EMPLOYEE

DATE OF ACCIDENT: 9/13/2024

DESCRIPTION OF ACCIDENT: Picking up a barrier - pinch and pull in left arm

ATTORNEY: Matt Brewer - Wolter, Beeman, Lynch & Dennis, LLP

% OF LOSS OF USE: 12.5% MAW (left shoulder surgery) - \$40,976.88

12.5% left arm (elbow - cubital tunnel surgery) - \$20,734.60

OBM INFORMATION FOR AWARDS ONLY:

AMOUNT OF AWARD: \$ INTEREST PAID: \$

AMOUNT OF AWARD NOT YET PAID: MEDICAL: \$ TTD: \$ OTHER

SIGN OFF APPROVAL FOR ORDINANCE

MAYOR'S OFFICE _____ OBM _____
CM

2026-308

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
DATE OF 1ST READING: 06/16/2026

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:** \$61,711.48
 (If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:
 AN ORDINANCE AUTHORIZING PAYMENT TO JAMES CADIGAN, A CITY OF SPRINGFIELD PUBLIC WORKS ENGINEERING TECHNICIAN, TO SETTLE A WORKERS' COMPENSATION CLAIM FOR CASE # 25WC008756 IN THE TOTAL SUM OF \$61,711.48. THIS TOTAL CONSISTS OF \$40,976.88 REPRESENTING A 12.5% LOSS OF MAN AS A WHOLE AND \$20,734.60 REPRESENTING 12.5 % LOSS OF A LEFT ARM.

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

CONTRACTOR / VENDOR NAME: James Cadigan & Matt Brewer, Wolter Beeman, Lynch **VENDOR NO:** _____

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

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

Method of Purchase (check one) **Previous Ord #'s** _____
 Low Bid Other: _____ **Is Purchasing Agent approval required?** No Yes
 Low Bid Meeting Specs Exception: _____ **Is Purchasing Agent approval attached?** No Yes
 Low Evaluated Bid **Code Provision:** _____

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	074	107	BGMT	WCMP	2205	\$61,711.48
2						
3						
4						

FUNDS CHECK BY: Lenee Pilkington **Date:** 05/27/2026
DIRECTOR / SUPERVISOR SIGNATURE: _____ **Date:** 5/27/26
CITY PURCHASING AGENT: _____ **Date:** 5/27/2026

COMMENTS

James Cadigan, was hired on June 16 2014 as a City of Springfield Public Works Employee, and reported a work injury on 09/13/2024. Mr. Cadigan filed a workers compensation claim (25WC008756) and is willing to settle in the amount of \$61,711.48. Livingstone, Mueller, Bima & Murphy, P.C. the city's legal advisors, also recommend payment in the amount of \$61,711.48 to settle (25WC008756).

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

2026-308

AN ORDINANCE AUTHORIZING THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT TO ENTER INTO SUBRECIPIENT AGREEMENT NO. 25-SR-0112 WITH THE SPRINGFIELD CENTER FOR INDEPENDENT LIVING FOR THE INSTALLATION OF ADA RAMPS AND REPAIRS/MODIFICATIONS TO MAKE HOMES MORE ADA ACCESSIBLE, UTILIZING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS IN AN AMOUNT NOT TO EXCEED \$50,000.00

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

WHEREAS, it is in the best interest of the City of Springfield, Office of Planning and Economic Development, to enter into Subrecipient Agreement No. 25-SR-0112 with Springfield Center for Independent Living for the installation of ADA ramps and repairs/modifications to make homes more ADA accessible with the use of the City's Community Development Block Grant (CDBG) funds in an amount not to exceed \$50,000.00; and

WHEREAS, the Office of Planning and Economic Development has determined that the project described in Subrecipient Agreement No. 25-SR-0112 involves appropriate expenditures of CDBG funds pursuant to 24 CFR 570.202(a)(1) and (b)(11), namely housing rehab which removes architectural barriers that restrict the accessibility of persons with sever disabilities; and

WHEREAS, the proposed activities meet HUD's broad national objective of benefits to low- and moderate-income persons under 24 CFR 570.208(a)(3), Hsg activities; and

WHEREAS, the proposed Subrecipient Agreement shall be located in the Office of the City Clerk and identified by Grant No. 25-SR-0112.

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

Section 1: The City Council of the City of Springfield, Illinois, hereby approves the proposed Subrecipient Agreement for Grant No. 25-SR-0112 with Springfield Center for Independent Living for the installation of ADA ramps and repairs/modifications to make homes more ADA accessible with the use of the City's Community Development Block Grant (CDBG) funds in an amount not to exceed \$50,000.00.

Section 2: The Office of Budget and Management is hereby authorized and directed to make payments to the Springfield Center for Independent Living (OSPR1835) for a total amount not to exceed \$50,000.00 from account number 001-111-DEVL-CDBG-2110 pursuant to the terms and conditions of Subrecipient Agreement No. 25-SR-0112.

Section 3: This ordinance shall become effective immediately upon its passage.

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher



Office of Corporation Counsel /Date 6-10-26

Subrecipient Agreement

OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT
CITY OF SPRINGFIELD, ILLINOIS
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ENTITLEMENT PROGRAM
SUBRECIPIENT AGREEMENT

NO. 25-SR-0112

For

SPRINGFIELD CENTER FOR INDEPENDENT LIVING, INC.

By the

OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT
OF THE
CITY OF SPRINGFIELD, ILLINOIS

800 East Monroe, Room 107

Springfield, Illinois 62701

2026-309

PART I

NOTICE OF GRANT AWARD

Inasmuch as the Springfield Center for Independent Living, Inc. hereinafter called "Grantee," has satisfied all conditions precedent to the award of a Grant under HUD's Community Development Block Grant (CDBG) Program, the Office of Planning and Economic Development of the City of Springfield, Illinois, hereinafter called the "Office," is hereby making financial assistance available to the Grantee in an amount which does not exceed the sum of **Fifty Thousand and 00/100 Dollars (\$50,000.00)** in Community Development Block Grant (CDBG) Entitlement Program funds, CFDA No. 14.218. This Grant is for the purpose of undertaking activities in accordance with requirements of the federal CDBG Program administered by the Springfield Office of Planning and Economic Development. The Grantee agrees to use funds provided under this agreement to comply with the federal rules and requirements that govern the CDBG program and to prepare all necessary information required by the program. The Office has the authority to make such grants pursuant to the Housing and Community Development Act of 1974, as amended.

This Grant includes the following sections, all of which are incorporated into and made a part of this Grant:

- Part I Notice of Grant Award
- Part II Method of Compensation; Fiscal Recording/Reporting Requirements
- Part III Terms and Conditions Governing the Grant
- Part IV Assurances
- Part V Budget
- Part VI Description of Work

This Grant is to be used for the purpose of providing financial assistance to the Grantee named above in order to achieve, at the local level, one of HUD's three broad national objectives, namely, 1) benefit to low- and moderate-income persons; 2) prevention or elimination of slums or blight; or 3) meeting particularly urgent needs, by the undertaking of specific activities to insure measurable program benefits as described in Part VI, Description of Work. In utilizing this financial assistance, the Grantee shall comply with the Terms and Conditions, Assurances, and Budget set forth in this agreement.


Under penalties of perjury, the undersigned certifies that 37-1166326 is its correct Federal Employer Identification Number (FEIN). The organization does business as a(n):

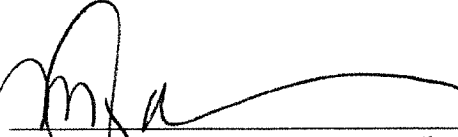
- Individual Real Estate Agent
- Sole Proprietorship Governmental Entity
- Partnership Tax Exempt Organization [IRC 501(a) only]
- Corporation Trust or Estate
- Nonprofit Corporation Medical/Health Care Service Provider Corporation

The Grantee is hereby authorized to incur costs against this Grant during the grant period beginning **November 1, 2025 through the ending date of October 31, 2026**. Grantee's authorized signature below shall constitute acknowledgment of the Grantee's acceptance of this Grant and the terms and conditions, budget, and assurances set forth herein.

**GRANTEE
SPRINGFIELD CENTER FOR
INDEPENDENT LIVING, INC**

**CITY OF SPRINGFIELD
OFFICE OF PLANNING AND
ECONOMIC DEVELOPMENT**

By: 
Peter Roberts
Executive Director

By: 
Misty Buscher, Mayor *GB*
City of Springfield

Date: OCT. 28, 2025

FEIN: 37-1166326

DUNS: 18-776-7272

PART II

METHOD OF COMPENSATION, FISCAL RECORDING/ REPORTING REQUIREMENTS

1. Compensation to the Grantees. Payments pursuant to this Subgrant are subject to the availability of federal Community Development Block Grant Program funds and their appropriation or authorized expenditure under federal and local law.

For carrying out the program objectives as described in Part VI, Description of Work, the total compensation and reimbursement payable by the Office to the Grantee shall not exceed the sum of **Fifty Thousand and 00/100 Dollars (\$50,000.00)**. The total amount payable to the Grantee shall be paid upon the Office's approval of the Grantee's utilization of the project funds in conformance with the Grant Budget and with OMB Circular A-102, "Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments," and only for project costs which were necessary to complete the program objectives and which are eligible under and meet the provisions of OMB Circular A-87, "Cost Principles for State and Local Governments," and OMB Circulars A-122 and 24 CFR Part 85 as they relate to the acceptance and use of program funds by private nonprofit organizations.

It is expressly understood and agreed that in no event will the total compensation and reimbursement to be paid hereunder exceed the maximum sum of **Fifty Thousand and 00/100 Dollars (\$50,000.00)** for all of the activities or services required. This agreement does not authorize an expenditure of City of Springfield funds in excess of the amount authorized by the Springfield City Council unless the Springfield City Council specifically approves an additional expenditure. Grantee agrees and acknowledges that absent such prior approval, it proceeds at its own risk with no guarantee of payment if the amount billed to the City of Springfield exceeds the amount authorized by the Springfield City Council.

2. Method of Compensation. The method of compensation shall be in accordance with applicable state and federal laws relative to such compensation by which the Office is governed.

Unless otherwise specified under **Special Grant Conditions**, *infra*, Grantee shall be paid as follows: Payments will be subject to the initiation of an invoice/voucher by the Grantee. Payment shall be by reimbursement only. The Grantee shall maintain appropriate records of actual costs incurred and the beneficiaries of the project described in Part VI. Grantee shall submit to the Office a payment request complete with vouchers, receipts, an expenditure summary and the required statistical information detailed in **Special Grant Conditions**. The Grantee cannot be reimbursed for costs incurred against program activities in excess of the approved grant amount without prior approval of the Office in accordance with Part III, 1.b., of this Agreement.

If the Grantee expends funds contrary to the provisions of this Agreement, such action will

require the repayment of those funds, if the expenditure violates the Grantee's assurances or the statutory provisions. Overpayments of grant funds (unliquidated balance) shall promptly be refunded to the Office, accompanied by either the final expenditure summary report or the audit report. The Grantee agrees to repay the Office any funds that are determined by the Office to have been spent improperly. The Grantee agrees to incur costs only during the grant period defined in Part I of this Agreement. The Grantee agrees to request reimbursement of those costs within 30 days of the end of the grant period. The Office is not obligated to disburse funds after that time.

3. Fiscal Recording/Reporting Requirements. Grantee's financial management system shall be structured to provide accurate, current, and complete disclosure of the financial results of the grant program, in accordance with the reporting requirements contained below. Grantee shall be accountable for all funds received under this Grant and shall maintain effective control over all funds, equipment, property, and other assets acquired under this Agreement as required by the Office. Grantee shall keep records sufficient to permit the tracking of funds to a level of expenditure adequate to insure that funds have not been spent unlawfully or for disallowed costs.

4. Uniform Administrative Requirements and Financial Management.

a. A grantee which is a governmental entity (including public agencies) shall comply with the applicable requirements and standards of OMB Circular A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments"; OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (implemented at 24 CFR Part 84.26); and 24 CFR Part 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments".

b. A grantee which is not a governmental entity shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Nonprofit Organizations" or OMB Circular A-21 "Cost Principles for Educational Institutions," as applicable; and with 24 CFR Part 85. Applicable sections of the foregoing are set forth in 24 CFR 570.502.

c. The Grantee shall maintain records, in accordance with 24 CFR 85.20, that adequately identify the source and application of funds for grant-supported activities. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.

5. The Grantee shall on a per project basis submit to the Office a summary of beneficiaries of the project as described in **Special Grant Conditions** and a summary of the costs incurred and for program activities described in the budget set forth in Part V of this Agreement.

6. The Office reserves the right to conduct special audits, at any time during normal working hours, of funds expended under this Agreement.

PART III

TERMS AND CONDITIONS GOVERNING THE GRANT

In addition to any special conditions which may appear in Part I, Notice of Grant Award, and in this part, the following general terms and conditions shall be applicable:

1. Modification and Amendment of Grant. This Grant is subject to revision as follows:

a. Modifications by Operation of Law

This Grant is subject to such modifications as may be required by changes in federal or state law or regulations promulgated pursuant thereto. Any such required modification shall be incorporated into and be made part of this Grant as fully as if set forth herein. The Office shall notify the Grantee of any pending implementation of, or proposed amendment to, such regulations which could affect the operation of the program, within a reasonable period of time after the Office is so notified.

b. Modifications in Budget

If the Grantee has reasons to believe that its operation for the grant period will vary from the amounts budgeted by program activity, it shall request approval of the Office in writing prior to the anticipated variation. Said request shall give the reasons for the anticipated variation, whether the total Grant shall be completed within the limits of the budget, and the suggested corrective action. In no event shall the Grantee make any change in program activity amounts which increases the total budget without prior approval of the Office. Failure of the Grantee to request approval of the Office of anticipated budget variations shall be deemed sufficient reason for the Office to disallow costs incurred at more than the amount budgeted for the program activity as set forth in Part V (Grant Budget), even if the total costs incurred are within the limits of the total grant budget. If the Office grants the budget revision, the Office shall give the Grantee a revised expenditures summary incorporating the change.

c. Other Modifications by Office or Grantee

If either the Office or the Grantee desires to modify the terms of this Grant other than as set forth in Paragraphs 1.a. and 1.b., above, written notice of the proposed modification shall be given to the other party. No modification shall take effect unless agreed to in writing by both the Office and the Grantee, except that if the Office gives the Grantee notice of a proposed modification without prior approval of the Grantee, the failure to object by the Grantee within thirty (30) calendar days shall be deemed acceptance by the Grantee, and the proposed modification shall be effective upon receipt by the Grantee.

d. Program Amendments

The Office will consider program amendments if they are necessitated by actions beyond the control of the Grantee. The Grantee shall request prior approval for all program amendments involving new activities or significant alteration of existing activities or beneficiaries. Approval will be subject to the following:

(1) New or significantly altered activities will be evaluated in accordance with the criteria applicable at the time of the original application.

(2) Consideration shall be given to whether a newly-proposed activity can be completed promptly.

2. Waivers. A waiver of any condition of this Grant must be in writing from the Director of the Office or his designee.

3. Monitoring and Evaluation. The Office will monitor and evaluate the progress of the grant activities authorized under this Agreement. Activities will be monitored for compliance with state and federal rules, regulations, and requirements periodically throughout the grant period. Activities will also be subject to monitoring and evaluation by the U.S. Department of Housing and Urban Development (HUD).

4. Programmatic Reports. Grantee will submit program progress and accomplishment reports as required by the Office in the Special Grant Conditions.

5. Sanctions. If the Office determines that the Grantee is not complying with the requirements of this Grant Agreement or other state or federal laws, the Office shall take whatever action it deems appropriate. Such action may include: (a) issuance of a warning letter, (b) conditioning a future grant, (c) directing Grantee to stop incurring costs, (d) requiring some or all Grant funds to be remitted to the Office, (e) reducing the levels of funds Grantee would otherwise be entitled to, and (f) electing not to provide future grant funds to the Grantee until appropriate actions have been taken to insure program compliance.

6. Suspension. If Grantee fails to comply with any of the terms or conditions of the Grant award, the Office may, after notice to the Grantee, suspend the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of Grant funds, pending corrective action by the Grantee or a decision to terminate in accordance with provision 7 hereof. The Office may determine to allow costs which the Grantee could not reasonably avoid incurring during the period of suspension, provided such costs were necessary for the conduct of the activity.

7. Termination. This Grant may be terminated as follows:

a. Termination Due to Loss of Funding

This Grant shall terminate in full or in part, at the discretion of the Office, in the event that the Office suffers a loss of funding or termination of the federal grant which permits it to fund in full or in part the Grantee so that it is unable to make payment to the Grantee. In the event the Office suffers such a loss of funding in full or in part, the Office shall give the Grantee written notice setting forth the effective date of full or partial termination, or, if a change in funding is required, setting forth the change in funding and any attendant changes in the approved budget.

b. Termination for Noncompliance with Grant Conditions

If the Office determines that the Grantee has failed to comply with the terms and conditions of the Agreement, the Office may terminate the Grant in whole, or in part, at any time before the date of completion. The Office shall promptly notify the Grantee in writing of this determination to terminate, reasons for such termination, and the effective date of the termination. Payments made to Grantee or recoveries by the Office shall be in accord with the legal rights and liabilities of the parties.

c. Termination for Convenience

The Office or the Grantee may terminate the Grant in whole or in part, when the Office and Grantee agree that continuation of the program objectives would not produce beneficial expenditures of funds. The Office and the Grantee shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Office shall allow full credit to the Grantee for the Office's share of the noncancellable obligations, properly incurred by the Grantee prior to termination.

8. Audits and Inspections. The Grantee will, as often as deemed necessary by the Office or the Comptroller General of the United States, or any of their duly authorized representatives, permit the Office or Comptroller General of the United States, or any of their duly authorized representatives, to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this Grant for three years from the date of submission of the final expenditure report or until all audit findings have been resolved, whichever is later. The Grantee shall include in all its contracts under this Grant provision that the Office or Comptroller General of the United States, or any of their duly authorized representatives, will have full access to and the right to examine any pertinent books, documents, papers and records of any such contractor involving transactions related to the contract for three years from the final payment under this Agreement. A grantee receiving \$500,000 or more in federal funds during any given reporting period shall submit to the Office an audit report for that period in accordance with the requirements of OMB Circular No. A-133.

9. City Not Liable. To the extent allowable by Illinois law, Grantee shall defend, indemnify and save the City of Springfield harmless from any and all loss, claims, demands and actions based upon or arising out of any service performed by the Grantee or by its associates and employees under this Agreement or in any way accruing against the City in consequence of this Agreement, or which may in any way result therefrom.

10. Interest of Public Officials and Employees. In addition to conflict of interest requirements in OMB Circulars A-102 and 24 CFR Part 85, no person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, governmental recipient, or nonprofit recipient (or of any designated public agency) that receives Community Development Block Grant amounts and who exercises or has exercised any functions or responsibilities with respect to assisted activities or who is in a position to participate in a decision-making process, gain inside information with personal or financial interest or benefit from the activity, may have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

11. Bonus or Commission. The Grantee shall not pay any bonus or commission for the purpose of obtaining approval of the application for the financial assistance provided for herein, or any other approval by the Office which may be necessary to accomplish program objectives.

12. Equal Employment Opportunity.

a. In carrying out the program, the Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or handicap. The Grantee shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Grantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or handicap.

b. The Grantee shall cause or require to be inserted in full in any contract and subcontract work, or modification thereof, all applicable Federal Equal Employment Opportunity Provisions.

13. Discrimination. The Grantee shall refrain from unlawful discrimination in employment and will undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination, in accordance with the Illinois Human Rights Act and applicable federal law.

14. Integration Clause. It is agreed between the parties that this Grant Agreement, with

attachments, as written, is the full and complete agreement between the parties and that there are no oral agreements or understandings between the parties other than what has been reduced to writing herein.

15. Severability Clause. If any such provision under this Grant or its application to any person or circumstance is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of this Grant which can be given effect without the invalid provision or application.

16. Certifications. The Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the Grantee made an admission of guilt of such conduct which is a matter of record, nor has any official, agent or employee of the Grantee committed bribery or attempted bribery on behalf of the Grantee and pursuant to the direction or authorization of a responsible official of the Grantee. The Grantee further certifies that it has not been barred from bidding on or receiving state contracts as a result of illegal bid rigging or bid rotating, as defined in 720 Illinois Compiled Statutes 5/ 33E-3 and 33E-4, as amended.

17. Workmen's Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee shall provide Workmen's Compensation Insurance where the same is required, and shall accept full responsibility for the payment of unemployment insurance, premiums for Workmen's Compensation, Social Security, and retirement and health insurance benefits, as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

18. Assurances. The Grantee shall comply with all requirements of the U.S. Department of Housing and Urban Development pertaining to the acceptance and use of federal Community Development Block Grant funds as promulgated in 24 CFR Part 570.

19. Interest on Grant Funds. All income earned on funds held by the Grantee under this Grant shall become part of the grant principal when earned in accordance with 24 CFR 85.25; however, income earned on grant funds may be retained by the Grantee when, in the opinion of the Office, the cost of accounting for the income or allocating the income to the grant principal is significant in comparison to the income earned.

20. Grant Close-out. The Grantee shall submit any required close-out documents or within 30 days of the expiration of the Grant Agreement, whichever occurs first, refund to the Office any balance of funds which were unobligated at the end of the grant period.

21. Special Grant Conditions. In addition to the general terms and conditions that appear in this Part, the Special Grant Conditions noted below are hereby incorporated into this Agreement.

22. Program Income. Program income is defined as gross income received by the Grantee that

has been directly generated from the use of CDBG funds as defined in 24 CFR 570.500. When program income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used. The Special Grant Conditions shall specify whether program income received is to be returned to the Office or retained by the Grantee. Where program income is to be retained by the Grantee, the Special Grant Conditions shall specify the activities that will be undertaken with the program income. All provisions of this Agreement shall apply to the specified activities. When the Grantee retains program income, transfers of grant funds by the Office to the Grantee shall be adjusted according to the principles described in 24 CFR 570.504. Program income on hand when this Agreement expires or is terminated, or received after the Agreement's expiration, shall be paid to the Office as required by the Special Grant Conditions.

23. Personal Property Management. The management of all personal property acquired with CDBG funds shall conform to the standards contained in Attachment N of OMB Circular No. A-110, except for paragraph 3 concerning standards for real property and except that paragraphs 6 and 7 are modified so that:

- a. In cases in which personal property is sold, the proceeds shall be program income; and
- b. Personal property not needed by the Grantee for CDBG activities shall be transferred to the Office or shall be retained after compensating the Office.

24. Equipment Purchases. Subject to the obligations and conditions contained in 24 CFR 85.32, title to equipment acquired pursuant to this Agreement will vest in the Grantee. The Grantee shall maintain an inventory log of all such equipment in accordance with 85.32(d). Such equipment may be used by the Grantee in the activity for which it was acquired as long as needed and whether or not the activity continues to be supported by CDBG funds.

25. Procurement Procedures. Grantee shall conduct procurement transactions so as to provide full and open competition which is consistent with the standards contained in 24 CFR 85.36.

26. Contract Provisions. Grantee shall comply with the following provisions as applicable. All contracts awarded by Grantee shall contain the following provisions as applicable.

(a) Equal Employment Opportunity-All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations as 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(b) Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c, as amended)-All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3,

“Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).

(c) Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7, as amended)-When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor, In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

(d) Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333, as amended)-Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of Act, each contractor shall be required to compute the waged of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contents for transportation or transmission of intelligence.

(e) Rights to Inventions Made Under a Contract or Agreement-Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Invention Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and cooperative Agreements,” and any implementing regulations issued by HUD.

(f) Clean Air Act (42 U.S.C. 7401 et seq., as amended) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended-Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

(g) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352, as amended)-Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosure are forwarded from tier to tier up to the recipient.

(h) Debarment and Suspension (E.O.s 12549 and 12689)-No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase thresholds shall provide the required certification regarding its exclusion status and that of its principal employees.

(i) Drug-Free Workplace Requirements-The Drug-Free Workplace Act of 1988 (42 U.S.C. 701, as amended) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 24, subpart F.

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SPECIAL GRANT CONDITIONS

1. Compensation. The Office will reimburse Grantee based on the submission of payment requests that demonstrate the incurrence of direct costs that have been or will be paid by Grantee.
2. Program Income. All activity-generated program income shall be returned to the Office.
3. Programmatic Reports. The Grantee shall make per project reports to the Office regarding the terms and conditions of the Agreement, including progress made toward meeting HUD's national objective of benefit to low to moderate income households.
4. Davis-Bacon. If the Grantee will enter into a third-party construction contract to accomplish all or any part of the work authorized by this Agreement and the provision of the Davis-Bacon Act (DBA) shall apply when applicable.(If Applicable)
5. Project Labor Agreement Pursuant to section 38.15 of the City Code, public works projects in excess of \$50,000 require a project labor agreement.
6. Environmental Review No funds (HUD or non-HUD sources) will be committed until after the completion of the environmental review process and is dependent on the evaluation from the environmental review process.
7. Reporting payroll through EPRISM software. All labor will be reported through EPrism software. The contractors must register and report the prevailing wage through this system in order to be compliant with the Grant conditions and receive reimbursement.
(If Applicable)
8. Illinois Prevailing Wage Any agreement to provide an amount of \$25,000 or greater of tax increment funds or **other public funds** entered into by the city with a redeveloper for the purpose of implementing a redevelopment plan or project under 65 ILCS 5-74.4-1 et seq. shall include a provision, unless otherwise approved by a majority vote of the city council, requiring all contracts for work to be performed within the redevelopment project area and which is funded by public funds to comply with the Illinois Prevailing Wage Law. (If Applicable)
9. Conditions Precedent to this Agreement. As a condition precedent to this Agreement, the organization shall notify the City of any potential or pending claims or violations against the organization. In addition, the nonprofit organization must be in responsible financial standing. No applicant will be awarded funds until the financial administration of all active or prior grants or contracts are current. This includes the submission of all required financial information. All bills of collection and funds due to the City must be paid.

PART IV
ASSURANCES

The Grantee hereby assures and certifies with respect to this Agreement that:

1. Grantee possesses legal authority to apply for the Grant and to execute the proposed program.
2. Grantee's governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the application for this Grant, including all understandings and assurances contained herein and directing and authorizing the person identified as the official representative of the applicant to act in connection with this Agreement and to provide such additional information as may be required.
3. Grantee certifies that no renovation, major rehabilitation or conversion activity funded by this Grant will:
 - a. Have an adverse effect on property which is 1) listed on the National Register of Historic Places, 2) located in an historic district, 3) located immediately adjacent to a property which is listed on the Register, or 4) deemed by the State Historic Preservation Officer (SHPO) to be eligible for listing on the Register;
 - b. Take place in a 100-year floodplain designated by map by the Federal Emergency Management Agency (FEMA), unless the community in which the area is situated is participating in the National Flood Insurance Program and regulations thereunder, or less than a year has passed since FEMA notification regarding such hazards, in which case the Grantee ensures that flood insurance on the structure has been obtained;
 - c. Jeopardize the continued existence of an endangered or threatened species as designated by the U.S. Department of the Interior (Fish and Wildlife Service) or the U.S. Department of Commerce (National Marine Fisheries Service) or affect the critical habitat of such a species;
4. Grantee will comply with the applicable requirements of the Lead-Based Paint Poisoning Prevention Act and implementing regulations at 24 CFR Part 35.
5. Grantee will not employ, award contracts to, or otherwise engage the services of a contractor during a period in which that contractor is debarred, suspended or otherwise given ineligibility status under the provisions of 24 CFR Part 24.
6. Grantee will comply with the Uniform Federal Accessibility Standards (24 CFR Part 40, Appendix A) for major rehabilitation or conversion activities.

7. Regarding nondiscrimination, Grantee will comply with the following:

(a) 42 U.S.C. 5309, as amended, which provides that no person in the United States shall, on the grounds of race, color, national origin, sex, age or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Community Development Block Grant funds made available pursuant to the Act;

(b) The Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., as amended), which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance;

(c) The Civil Rights Act of 1968 (42 U.S.C. 3601 et seq., as amended), popularly known as the Fair Housing Act, which provides that the policy of the United States is to ensure, within constitutional limitations, fair housing throughout the United States, and which prohibits any person from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including otherwise making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status;

(d) Executive Order 11063, as amended by Executive Order 12259, directing HUD to take all actions necessary and appropriate to prevent discrimination because of race, color, religion (creed), sex, or national origin in the sale, leasing, rental, or other disposition, of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities are, among other things, provided in whole or in part with the aid of loans, advances, grants, or contributions agreed to be made by the federal government. HUD regulations implementing Executive Order 11063 are contained in 24 CFR Part 107;

(e) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07, as amended) and the prohibitions against discrimination against handicapped individuals under the Rehabilitation Act of 1973 (29 U.S.C. 701 et seq., as amended);

(f) The requirements of Executive Order 11246 and the regulations issued under the Order at 42 CFR Chapter 60; and

(g) Requirements of Executive Orders 11625, 12432 and 12136. The Grantee must make efforts to encourage the use of minority and women's business enterprises in connection with activities funded under this program.

8. Grantee will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial

part by persons residing in, the area of the project.

9. Grantee will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

10. The Grantee agrees that no funds granted hereunder shall be used for any partisan or nonpartisan political activity or to further the election or defeat of any candidate for public office, nor shall they be used in any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any election or in any voter registration activity.

11. Grantee will give the Office, HUD and the Comptroller General through any authorized representatives access to and the right to examine all records, books, papers, or documents related to the Grant.

12. Grantee will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify HUD of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

13. Grantee will comply with the flood insurance purchase requirements of Section 102(e) of the Flood Disaster Protection Act of 1973, P. L. 93-234, 87 Stat. 975, and approved December 31, 1973. Section 103(a) required, on or after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the U. S. Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

14. Grantee will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 and Archeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq., as amended) by:

(a) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR 800.8) by the proposed activity, and

(b) Complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

15. Grantee will conduct eligible project activities in such a manner as to protect fully prime agricultural farm land from irreversible conversion to uses which result in its loss as an environmental or essential food production resource.

16. Grantee agrees to take affirmative action to ensure that no unfair practice is committed, in accordance with the Illinois Human Rights Act (775 Illinois Compiled Statutes, 5/1-101, et seq., as amended).

17. Grantee agrees that any buildings for which any Grant amounts are used for renovation, conversion, or major rehabilitation will meet the local government's standard of being in safe and sanitary condition.

18. Grantee agrees that any real property under the Grantee's control that was acquired or improved in whole or in part with Community Development Block Grant funds in excess of \$25,000 shall be used to meet one of the national objectives in 24 CFR 570.208 until five years after expiration of this agreement or disposed of in a manner that results in the Office being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to non-CDBG funds.

19. Grantee agrees that all laborers and mechanics employed by contractors or subcontractors on construction work financed in whole or in part with assistance received under the Grant shall be paid wages at rates not less than those prevailing on similar construction activities in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, 3142, as amended). By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701, et seq., as amended) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains eight (8) or more units.

20. Grantee certifies, to the best of his or her knowledge and belief, that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant, the Grantee shall complete and submit Standard

Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code, as amended. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Remainder of page intentionally left blank)

PART V

BUDGET

PROGRAM ACTIVITY	AMOUNT BUDGETED
Housing Rehabilitation, Removal of Architectural Barriers Installation of wheelchair ramps, AND; Installation of items to make homes ADA accessible Including bathrooms, kitchens, doorways and other Modifications including but not limited to modifications To hallways, doorways, staircases, entrance and egress for Doors and windows; lead paint control and/or remediation and other home modifications necessary for accessibility. (24 CFR 570.202(b),(9))	\$50,000.00
TOTAL CDBG FUNDS:	\$50,000.00

PART VI

DESCRIPTION OF WORK

I. Description

Grantee is a local, private nonprofit corporation which is incorporated under the General Not for Profit Corporation Act of the State of Illinois for the purpose, among other things, of assisting in the removal of material and architectural barriers to handicapped persons and otherwise meeting the special needs of persons with disabilities.

During the 24 month grant period, which begins **November 1, 2025 and ends October 31, 2026**, the Grantee will receive from the Office a grant in an amount which does not exceed the sum of **\$50,000.00** from Community Development Block Grant (CDBG) funds to cover the costs of competitively-awarded construction services, administrative fees, program delivery and professional services to perform installation of emergency ADA Accessible ramps and to make repairs/modifications to make homes more ADA accessible Projects performed on permanent residential structures within the corporate limits of the City.

This activity is a CDBG- eligible Housing Rehabilitation activity under 24 CFR 570.202(a)(1) and (b)(11), namely, housing rehabilitation that removes architectural barriers which otherwise restrict the accessibility of severely disabled persons to residential structures. Privately-owned permanent residential structures rehabilitated under this activity will be occupied by low- and moderate-income persons in accordance with HUD's latest Section 8 Gross Annual Income Limits for Springfield, IL, dated 4-1-21. Income and family size certification, attached as page 23, will be used to determine eligibility, so that the activity will meet HUD's national objective of limit benefit to exclusively low- and moderate-income persons under 570.208(a)(2)(i)(C). This project meets HUD's broad national objective of benefit to low- and moderate-income persons under 570.208(a)(2)(i)(A), Limited Clientele, since this activity will benefit severely disabled persons, a category of persons generally presumed by HUD to be principally low-and moderate- income persons.

II. Project Management

This activity will be administered by Ralls C. Melotte, Access Coordinator with SCIL.

III. Project Activities Summary

<u>Activities</u>	<u>CDBG</u>	<u>Other</u>	<u>Total</u>
Installation of ADA Accessible Ramps for Removal of Architectural Barriers and other Home Modifications necessary for Accessibility, administrative fees, program delivery and professional services.	\$50,000	\$0	\$50,000

DEPOSITORY/AUTHORIZED SIGNATURE DESIGNATION FORM

SPRINGFIELD CENTER FOR INDEPENDENT LIVING, INC.

SUBRECIPIENT AGREEMENT NO.: **25-SR-0112**

The following individuals are designated as authorized signatories for the following grant documents:

Grant Awards*

Peter Roberts
Executive Director

Invoice Vouchers*

Peter Roberts
Executive Director

Expenditure Summary and
Payment Request Form*

Peter Roberts
Executive Director

* Use additional pages if necessary.

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: OPED

CONTACT PERSON: Amy Rasing

PHONE NUMBER: 217-789-2377

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

FISCAL IMPACT: \$50,000

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING EXECUTION OF SUBRECIPIENT AGREEMENT NO.25-SR-0112 WITH SPRINGFIELD CENTER FOR INDEPENDENT LIVING, INC. (SCIL) FOR INSTALLATION OF ADA RAMPS AND REPAIRS/MODIFICATIONS TO MAKE HOMES MORE ADA ACCESSIBLE, UTILIZING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN AN AMOUNT NOT TO EXCEED \$50,000

CONTRACTOR / VENDOR NAME: Springfield Center for Independent Living VENDOR NO: VC*8891

CONTRACT TERM: _____ Change in Scope Yes No

CONTRACT AMOUNT: \$50,000
(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	001	111	DEVL	CDBG	2110	\$50,000
2						
3						
4						

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

STAFF ANALYSIS

AN ORDINANCE AUTHORIZING EXECUTION OF SUBRECIPIENT AGREEMENT NO. 25-SR-0112 WITH SPRINGFIELD CENTER FOR INDEPENDENT LIVING, INC. (SCIL) FOR INSTALLATION OF ADA RAMPS AND REPAIRS/MODIFICATIONS TO MAKE HOMES MORE ADA ACCESSIBLE, UTILIZING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN AN AMOUNT NOT TO EXCEED \$50,000.

FUNDS CHECK BY: Pilkington, Lenee

Digitally signed by Pilkington, Lenee
DN: cn=Lenee Pilkington, o=Springfield, ou=City
Departments, ou=284, ou=STAFF, ou=04287, cn=Pilkington,
Lenee, email=Lenee.Pilkington@springfield.il.us
Date: 2026.06.01 16:03:32 -0500

Date: _____

DIRECTOR / SUPERVISOR: Amy Rasing

Digitally signed by Amy Rasing
Date: 2026.06.01 16:03:32 -0500

Date: _____

CITY PURCHASING AGENT: _____

Date: 6/2/2026

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

(Director of OBM)

2026-309

AN ORDINANCE AUTHORIZING THE EXECUTION OF A THREE-YEAR INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS DEPARTMENT OF AGRICULTURE FOR FIRE PROTECTION SERVICES AT THE ILLINOIS STATE FAIRGROUNDS THROUGH JUNE 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, it is in the best interest of the City to enter into an Intergovernmental Agreement with the State of Illinois Department of Agriculture for fire protection services at the Illinois State Fairgrounds; and

WHEREAS, the State of Illinois Department of Agriculture is willing to make annual payments for said services through June 30, 2029, pursuant to terms of the Agreement; and

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

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

Section 1: That the City Council hereby authorizes the execution of an Intergovernmental Agreement with the State of Illinois Department of Agriculture for fire protection services at the Illinois State Fairgrounds through June 30, 2029.

Section 2: That the Mayor and City Clerk are hereby authorized to execute said agreement on behalf of the City of Springfield.

Section 3: That the Office of Budget and Management is hereby directed to place all funds received pursuant to the terms of the contract into account number 001-108-FIRE-FOPR-1581.

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

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher


Office of Corporation Counsel / Date

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
ILLINOIS DEPARTMENT OF AGRICULTURE
AND THE
CITY OF SPRINGFIELD**

WHEREAS, the Illinois Department of Agriculture (“Department”), an agency of the State of Illinois, and the City of Springfield, Illinois (“City”), a Municipal Corporation of the State of Illinois, desire to cooperate in fire fighting.

NOW THEREFORE, the Department and the City, in consideration of the mutual covenants and agreements herein contained, hereby agree to exercise and enjoy jointly their respective powers, privileges and authorities pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), under the terms and conditions of this Intergovernmental Agreement (“Agreement”).

1. **Services.** The Department is willing to pay a reasonable sum for the services indicated below. In exchange, the City, through the Springfield Fire Department, agrees to perform services for fire protection and firefighting on the Fairgrounds that is located outside the corporate limits as indicated hereafter:
 - a. Provide a City Fire Engine that will be housed and located at the Fairgrounds, and will provide fire protection for the Fairgrounds and structures located thereon. The Springfield Fire Department shall respond with an additional Engine Company, Truck Company, and Battalion Chief on all structure alarms at the Fairgrounds.
 - b. Supply a certified Fire Department pumper, Class “A”, with a 5" hose system, N.F.P.A. Standard no. 1901 equipment, and all other standard City, Springfield Fire Department, equipment for the Fire Engine Company to be located on the Fairgrounds.
 - c. Assume all maintenance for the above-mentioned City fire equipment.
 - d. Pay salaries of all individuals employed to staff the City Fire Engine Company to be located on the Fairgrounds.
 - e. Furnish all necessary communications equipment for said City Fire Engine Company.
 - f. Provide basic life support, two-man unit, during the Illinois State Fair from 10:00 a.m. until 10:00 p.m. local time, as dispatched.
 - g. Provide intermediate life support, two-man unit, during the Illinois State Fair from 10:00 a.m. until 10:00 p.m. local time, as dispatched

- h. Provide basic life support, non-transport, for the Fairgrounds, day and night, as dispatched, throughout the term of this Agreement.
- i. Conduct annual fire hydrant testing and necessary fire flow tests on the Fairgrounds.
- j. Upon request of the State Fire Marshall, assist with fire inspections during the term of the Agreement, and coordinate fire prevention activities with the State Fire Marshall, to ensure compliance with the State Code.

2. **Compensation.** The Department shall:

- a. Pay the City **\$148,934** in the first year, **\$153,403** in the second year, and **\$158,005** in the third year. Payment shall be made quarterly or as otherwise directed by the State of Illinois Office of Management and Budget, but in no event shall it be made at a rate more infrequent than annually.
- b. Provide a suitable building for the housing of the City Fire Engine Company that will be located on the Fairgrounds.
- c. Provide all repair and maintenance of such building, provided that adequate funds are made available to the Department and provided that decisions regarding repair and maintenance are made at discretion of Department.
- d. Allow the City to access the Department's fiber optic network located in the closet of Firehouse #10. The City shall be allowed to run a single line from said location at its sole expense. The Department shall be allowed to inspect such connection prior to usage by the City.

3. **Term.** This Agreement shall be in full force and effect from the Date of Execution through June 30, 2029. Upon expiration of this term, the City shall have all personnel and supplies removed from the Fairgrounds.

4. **Breach.** Failure of City to perform as specified is cause for immediate termination of this Agreement at the option of the Department, without limitation upon any other relief available to the State.

5. **Termination.** The Department may terminate this Agreement without penalty upon 60 days written notice to the City, in which event the City shall be entitled to a prorated portion of the contract amount based on the services actually performed by Springfield Fire Department prior to the notice of termination. The City may terminate this Agreement without penalty upon 60

days written notice to the Department. Upon termination of this agreement by either party, the City shall have all personnel and supplies removed from the Fairgrounds.

6. **Assignment.** This Agreement shall not be assigned or otherwise transferred without the prior written consent of the Department and upon such terms as required by the Department, nor shall the City utilize any subcontractor without prior written consent of and upon such terms as required by the Department.
7. **Availability of Appropriations; Sufficiency of Funds.** This agreement is contingent upon and subject to the availability of sufficient funds. The Department may terminate or suspend this agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Department by the State or Federal funding source, (ii) the Governor or the Department reserves funds, or (iii) the Governor or the Department determines that funds will not or may not be available for payment. The Department shall provide notice, in writing, to contracting party of any such failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated. This agreement may be terminated, in whole or in part, by Contractor without advance notice pursuant to a funding failure. Contractor may suspend this agreement, in whole or in part, pursuant to a funding failure.
8. **Non-Interference and Cooperation.** City shall do nothing to interfere with or prejudice the Department's right to recover damages or seek other relief against a third party, and shall furnish all reasonable assistance and cooperation to the Department in connection with any action by the Department against a third party.
9. **Applicable Law.** This Agreement is hereby made and must be performed in compliance with all applicable Federal, State and local laws. This Agreement shall be governed by and construed in accordance with Illinois law. To the extent permitted by law, venue shall lie in the Circuit Court of Sangamon County for any cause of action under the jurisdiction of the Illinois Circuit Court.
10. **Compliance with Law/Non-Discrimination.** In performing this Agreement, the City, its employees, agents and representatives, shall comply with all applicable provisions of State and federal constitutions, laws, regulations and judicial and administrative order and decrees pertaining to unlawful discrimination and equal employment opportunity, including the Americans With Disabilities Act, the Illinois Human Rights Act, and the Public Works Employment Discrimination Act.
11. **Audit/Maintenance of Records.** The City shall maintain, for a minimum of five (5) years after the completion of this Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction

with this Agreement and all books, records and supporting documents related to this Agreement shall be available for review and audit by the Auditor General; and the City agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials.

12. **Certifications.** City acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract City certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

If this contract extends over multiple fiscal years including the initial term and all renewals, City shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

- a. As part of each certification, City acknowledges and agrees that should City provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
- the contract may be void by operation of law,
 - the State may void the contract, and
 - the City or its agents may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

- b. City certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.
- c. If City employs 25 or more employees and this contract is worth more than \$5000, City certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. (30 ILCS 580).

- d. City certifies that the City is not participating or shall not participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
- e. City certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- f. City certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any “discriminatory club” (775 ILCS 25/2).
- g. City warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Contractors and subcontractors from hiring the then-serving Governor’s family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- h. City certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa. (30 ILCS 587)
- i. **TAXPAYER IDENTIFICATION NUMBER**

The City certifies that the number shown on this form is the City’s correct taxpayer identification number.

Name: City of Springfield

Taxpayer Identification Number: 37-6002037

Legal Status (*check one*):

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |

- Legal Services Corporation
- Tax-exempt
- Corporation providing or billing medical and/or health care services

- Corporation NOT providing or billing medical and/or health care services

- Pharmacy (Non-Corp.)
 - Pharmacy/Funeral Home/Cemetery (Corp.)
 - Limited Liability Company
- (select applicable tax classification)

- D = disregarded entity
- C = corporation
- P = partnership

Signature: _____

Date: _____

13. **Entire Agreement and Severability:** This agreement, including any addenda thereto, constitutes the entire agreement between the parties. Any modifications must be in writing signed by all parties. If any provision of this Agreement should be found illegal, invalid or void, said provision shall be considered severable. The remaining provisions shall not be impaired, and the Agreement shall be interpreted to the extent possible to give effect to the intention of the parties.

CITY OF SPRINGFIELD, ILLINOIS

By: _____
 Misty Buscher, Mayor GEM

Date: _____

ILLINOIS DEPARTMENT OF AGRICULTURE

By: _____

Title: _____

Date: _____

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
DATE OF 1ST READING: 6/16/2026

OFFICE REQUESTING: Springfield Fire Department

CONTACT PERSON: Alivia Carrigan

PHONE NUMBER: 217 788 8473

EMERGENCY PASSAGE: No Yes If yes, explain justification.

TYPE OF ORDINANCE: Intergovernmental Agreement **FISCAL IMPACT:** \$ 460342.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE EXECUTION OF A THREE YEAR INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS DEPARTMENT OF AGRICULTURE FOR FIRE PROTECTION SERVICES AT THE ILLINOIS STATE FAIRGROUNDS THROUGH JUNE 30, 2029

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

Agreement Attached _____

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

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

CONTRACT AMOUNT:

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one) **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	001	108	FIRE	FOPR	1581	460,342.00
2						
3						
4						

EXPENDITURE						
	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

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

COMMENTS

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

2026-310

AN ORDINANCE AUTHORIZING ACCEPTANCE AND EXECUTION OF AN AGREEMENT WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT TO ACCEPT AWARD NO. B-24-CP-IL-0866 OF THE COMMUNITY PROJECT FUNDING GRANT TO ADD A NEW YOUTH, ADULT, AND CHILDREN SERVICES SPACE, AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT NOT TO EXCEED \$1,000,000.00, FOR LINCOLN LIBRARY

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

WHEREAS, the Lincoln Library has been notified that the Department of Housing and Urban Development is willing to award the Community Project Funding Grant, Award No. B-24-CP-IL-0866, in an amount not to exceed \$1,000,000.00; and

WHEREAS, it is in the best interest of the City of Springfield to accept the Community Project Funding Grant, Award No. B-24-CP-IL-0866 with the Department of Housing and Urban Community Project, to add a new youth, adult, and children services space within the Lincoln Library; and

WHEREAS, the Lincoln Library is requesting a supplemental appropriation of these funds in an amount not to exceed \$1,000,000.00; and

WHEREAS, a copy of the Department of Housing and Urban Development Agreement, Award No. B-24-CP-IL-0866, shall be on file in the City Clerk’s office.

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

Section 1: That the City Council hereby accepts the Community Project Funding Grant Award No. B-24-CP-IL-0866, in an amount not to exceed \$1,000,000.00, from the Department of Housing and Urban Development to add a new Youth, Adult, and Children Services space within the Lincoln Library space. The Mayor and the City Clerk are hereby authorized to execute any documents needed on behalf of the City of Springfield, Illinois.

Section 2: That the City Council hereby approves a supplemental appropriation in the amount of \$1,000,000.00 for the Office of Public Works.

Section 3: That the Office of Budget and Management is hereby directed to effectuate this supplemental appropriation as follows:

FROM REVENUE ACCOUNT	AMOUNT
003-116-LIBR-CMPF-4790	\$18,360.00
 INTO EXPENDITURE ACCOUNTS	 AMOUNTS
003-116-LIBR-CMPF-2305	\$848,140.00
003-116-LIBR-CMPF-1501	\$151,860.00
 Total:	 \$1,000,000.00

Section 4: That the City Clerk is hereby directed to publish this ordinance in pamphlet form.

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

PASSED: _____, 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

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
FEDERAL AWARD AGREEMENT**

A. General Federal Award Information

<p>1. Recipient name (must match Unique Entity Identifier name) and address: City of Springfield 800 E. Monroe, Springfield, IL 62701-0000</p>	<p>12. Assistance listing number and title: 14.251 Economic Development Initiative, Community Project Funding, and Miscellaneous grants</p>
<p>2. Recipient's Unique Entity Identifier: VBD7LLHA3MJ3</p>	<p>13. Amount of federal funds obligated by this action: \$1,000,000.00</p>
<p>3. Tax Identification Number: 376002037</p>	<p>14. Total amount of federal funds obligated: \$1,000,000.00</p>
<p>4. Federal Award Identification Number (FAIN): B-24-CP-IL-0866</p>	<p>15. Total approved cost sharing (if applicable):</p>
<p>5. Instrument type: Grant <input checked="" type="checkbox"/> Cooperative agreement <input type="checkbox"/> Loan Guarantee <input type="checkbox"/></p>	<p>16. Total federal award amount, including approved cost sharing: \$1,000,000.00</p>
<p>6. Period of performance start and end dates: 08/13/2024 - 08/31/2032</p>	<p>17. Budget approved by HUD: \$1,000,000.00</p>
<p>7. Budget period start and end dates: 08/13/2024 - 08/31/2032</p>	<p>18. Fiscal year: FY 2024</p>
<p>8. Initial Agreement <input checked="" type="checkbox"/> Amendment <input type="checkbox"/> #</p>	<p>19. Statutory authority: FY 2024 Consolidated Appropriations Act</p>
<p>9. Indirect cost rate (per § 200.414):</p>	<p>20. Applicable appropriations act(s): FY 2024 Consolidated Appropriations Act</p>
<p>10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>21. Notice/notice of funding opportunity this award is made under (if applicable): Not Applicable</p>
<p>11. Administering official name and contact information: Matthew LaMantia, Regional Director</p>	<p>22. Program regulations (if applicable): Not Applicable</p>
<p>23. Federal award description:</p> <ul style="list-style-type: none"> • Addendum 1. Policy Requirements • Addendum 2. Program-Specific Requirements • Addendum 3. Indirect Cost Rate Schedule 	

Authority and Agreement. This agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the statutory authority above (box 19) and is subject to the applicable appropriations act(s) (box 20). This agreement incorporates by reference the Terms and Conditions outlined in Section B below, all of Recipient's required grant package documents, and the attached addenda (box 23).

B. Terms and Conditions

1. *General terms and requirements.* The Recipient must comply with all applicable federal laws, regulations, and requirements, unless otherwise provided through HUD's formal waiver authorities. This agreement, including any attachments and addenda, may only be amended in writing executed by parties to this agreement and any addenda.
2. *Administrative requirements.* The Recipient must comply with the following requirement(s) if checked below:
 - The administrative requirements in the HUD General Administrative, National, and Departmental Policy Requirements and Terms for HUD's Financial Assistance Programs 2025, as indicated in the relevant NOFO, apply to this agreement.
 - The grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. part 25, Universal Identifier and General Contractor Registration; and 2 C.F.R. part 170, Reporting Subaward and Executive Compensation Information.
3. *Applicability of 2 C.F.R. part 200.*
 - The Recipient must comply with the applicable requirements at 2 C.F.R. part 200, as may be amended from time to time. If any previous or future amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
 - The Recipient must comply with the applicable requirements at 2 C.F.R. part 200. If any previous amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
4. *Future budget periods.* If the period of performance spans multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.
5. *Indirect Cost Rate.* If the Recipient intends to use a negotiated or de minimis rate for indirect costs, the Recipient must submit an Indirect Cost Rate form to HUD with this agreement using "Addendum #3 "Indirect Cost Rate Schedule" (formula and congressional grants). The submitted form/addendum will be incorporated into and made part of this agreement, provided that the rate information is consistent with the applicable requirements under 2 C.F.R. § 200.414. If there is any change in the Recipient's indirect cost rate, it must immediately notify HUD and execute an amendment to this agreement to reflect the change if necessary.
6. *Recipient integrity and performance matters.* If the Federal share of this award is more than \$500,000 over the period of performance (box 6), the terms and conditions in 2 C.F.R. part 200 Appendix XII apply to this agreement.
7. *Recordkeeping and Access to Records.* The Recipient hereby agrees to maintain complete and accurate books of account for this award and award activities in such a manner as to permit the preparation of statements and reports in accordance with HUD requirements, and to permit timely and effective audit. The Recipient agrees to furnish HUD such financial and project reports, records, statements, subrecipient data, and documents at such times, in such form, and accompanied by such reporting data as required by HUD. HUD and its duly authorized representative shall have full and free access to all Recipient offices and facilities, and to all books, documents, and records of the Recipient relevant to the administration, receipt,

and use of this award and award activities, including the right to audit and make copies. The Recipient agrees to maintain records that identify the source and application of funds, including relevant subrecipient data, in such a manner as to allow HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law.

Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools, which will be made available for the Recipient's use in the future. The Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its subrecipients) using these new tools when they are released. HUD will work with the Recipient to support the Recipient's transition to this new reporting environment. Once implemented, timely reporting in this new environment will be mandatory. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, suspension of disbursements, and all other legally available remedies, to the furthest extent permitted by law, as amended.

8. *Noncompliance.* If the Recipient fails to comply with the provisions of this agreement, HUD may take one or more of the actions provided in program statutes, regulations or 2 C.F.R. § 200.339, as applicable. Nothing in this agreement shall limit any remedies otherwise available to HUD in the case of noncompliance by the Recipient. No delay or omissions by HUD in exercising any right or remedy available to it under this agreement shall impair any such right or remedy or constitute a waiver of or acquiescence in any Recipient noncompliance.
9. *Termination provisions.* Unless superseded by program statutes, regulations or NOFOs, the termination provisions in 2 C.F.R. § 200.340 apply.
10. *Build America, Buy America.* The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.
11. *Waste, Fraud, Abuse, and Whistleblower Protections.* Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and subrecipient—as well as a personal services contractor—who make a protected disclosure about a Federal award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.
12. *Third-Party Claims.* Nothing in this agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.
13. *Rule of Construction and No Construction Against Drafter.* Notwithstanding anything contained in this agreement, the terms and conditions hereof are to be construed to have full and expansive effect in both interpretation and application, and the parties agree that the principle of interpretation that holds that ambiguities in terms or conditions are construed against the drafter shall not apply in interpreting this agreement.

C. Federal Award Performance Goals

The Recipient must meet any applicable performance goals, indicators, targets, and baseline data as required by applicable program requirements.

D. Specific Terms and Conditions Not applicable Attached

For the U.S. Department of HUD (name and title of authorized official) Matthew LaMantia Regional Director	Signature <i>Matthew LaMantia</i>	Date/ Federal Award Date 04/15/2026
For the Recipient (name and title of authorized official) Misty Buscher Mayor	Signature <i>Misty Buscher</i>	Date 04/14/2026

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Lincoln Library

CONTACT PERSON: Alivia carrigan

PHONE NUMBER: 217-788-8474

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

FISCAL IMPACT: \$1,000,000.00

SUGGESTED TITLE: An Ordinance authorizing execution of an agreement with the Department of Housing and Urban Development to accept, execute, and produce a supplemental appropriation for a Community Project Funding Grant for an amount not to exceed \$1,000,000.00 for the Lincoln Library.

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes No

CONTRACT AMOUNT: \$1,000,000.00
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

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

Previous Ord #'s _____

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

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

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1	003	116	LIBR	CMPF 4790	\$1,000,000.0
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.)

Please see attached supporting documentation

STAFF ANALYSIS

This grant will be used to renovate and build new entities for the Lincoln Library.

FUNDS CHECK BY: Lenee Pilkington

Date: 05/27/2026

DIRECTOR / SUPERVISOR: Quendy Harrison

Date: 05/20/2026

CITY PURCHASING AGENT: [Signature]

Date: 5/12/2026

SIGN OFF: _____
(Mayor's Signature) GEM

[Signature]
(Director of OBM)

The information supplied on this form is not confidential information.

AN ORDINANCE AUTHORIZING THE EXECUTION OF A TENTATIVE THREE-YEAR AGREEMENT BETWEEN THE CITY OF SPRINGFIELD OFFICE OF PUBLIC WORKS AND IBW LOCAL 916 ON BEHALF OF ENGINEER TECHNICIANS FROM JULY 1, 2026, THROUGH JUNE 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 Teamsters, Chauffeurs, Warehousemen and Helpers of America (IBW) Local 916, with regard to a collective bargaining agreement for union employees in the Office of Public Works Engineer Technicians; and

WHEREAS, the parties have agreed to terms of a tentative three-year collective bargaining agreement, effective July 1, 2026, through June 30, 2029, a copy of which shall be on file in the Office of the City Clerk and as summarized on Exhibit "A" attached hereto.

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

Section 1: That the City Council hereby approves the tentative three-year collective bargaining agreement between the City of Springfield Office of Public Works and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (IBW) Local 916, on behalf of Engineer Technicians, effective from July 1, 2026, through June 30, 2029, and as summarized on Exhibit "A" attached hereto. The Mayor is authorized to execute said agreement which shall be on file in the Office of the City Clerk 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 Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher _____



Office of Corporation Counsel/Date

2026-312

Teamsters 916 PW Economic Proposal

Total Base Salaries of Current Filled Positions 8.01.2024

	% rate increase	% increase with no steps	731,833	Adjusted Base	Difference over base:
Year 1 Cost @ w/ steps	1.00%	7.73%	\$56,595	\$788,428	\$56,595
Year 2 Cost @ w/ steps	1.50%	1.50%	\$11,826	\$800,255	\$68,422
Year 3 Cost @ w/ steps	1.75%	1.75%	\$14,004	\$814,259	\$82,426
			\$82,426		\$207,443
effective rate			10.98%		
			11.26%		

Compounded Life of Contract Base Incremental Cost

	Year 1	Year 2	Year 3
Base:	\$731,833	\$731,833	\$731,833
Adjusted Base:	\$788,428	\$800,255	\$814,259
	7.73%	1.50%	1.75%
	\$56,595	\$11,826	\$14,004
	\$731,833	\$56,595	\$11,826
		\$731,833	\$56,595

FICA (7.65%)	\$ 55,985.23	\$ 60,314.75	\$ 61,219.47	\$ 62,290.81
SICK (1 %)	\$ 7,318.33	\$ 7,884.28	\$ 8,002.55	\$ 8,142.59
IMRF (12.12%)	\$ 88,698.17	\$ 95,557.49	\$ 96,990.85	\$ 98,688.19
WKCMP (3.0 %)	\$ 21,954.99	\$ 23,652.84	\$ 24,007.64	\$ 24,427.77
Adjusted Base +	\$ 905,789.77	\$ 975,837.51	\$ 990,475.07	\$ 1,007,808.38

LABOR AGREEMENT
BETWEEN
CITY OF SPRINGFIELD, OFFICE OF PUBLIC WORKS
AND
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFERS, WAREHOUSEMEN, AND
HELPERS OF AMERICA
LOCAL 916 ON BEHALF OF ENGINEER TECHNICIANS

JULY 1, 202~~6~~2 THROUGH JUNE 30, 202~~9~~6



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PREAMBLE

This Agreement is entered into between the City of Springfield, Illinois, Office of Public Works (hereinafter referred to as the "Employer"), and General Teamsters Professional Technical Employees Local Union No. 916, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America (hereinafter referred to as the "Union").

It is the purpose of this Agreement and the intent of the parties to establish harmonious understandings and relations between the Employer and Union; to promote efficiency and effectiveness; and to establish wages, hours, and other conditions of employment for the employees covered. Therefore, the parties agree, by their duly authorized agents, to comply with the terms set forth in the following pages for the specified terms of this Agreement.

Employer agrees not to willfully or intentionally enter into any agreement with the employees in this unit that in any way conflicts with the provisions of the Agreement.

Effective upon the signing of this Agreement, persons classified in positions covered in this Agreement shall begin working under the terms and conditions of this Agreement. The economic terms and conditions of this Agreement shall be retroactive to the date of this group's uncontested unit Certification by the Illinois Labor Relations Board (5-9-2022), unless otherwise negotiated and agreed upon.

ARTICLE I - RECOGNITION

SECTION 1: Titles

Employer recognizes Union as the exclusive bargaining representative of the persons employed by the Employer in the following job titles:

Engineering Technician I
Engineering Technician II
Engineering Technician III
Engineering Technician IV
Engineering Technician V

And for such successor or replacement titles as may from time to time be designated.

SECTION 2: Bargaining

Employer recognizes Union for purposes of bargaining for the covered employees with respect to wages, hours, and other conditions of employment.

ARTICLE II - MANAGEMENT RIGHTS

It is recognized that the Employer retains the right and responsibility to direct its affairs in all its various aspects, except as modified by the express written terms of this Agreement. Among the rights retained by the Employer is the right to plan, direct and control all the operations and services of the City of Springfield; to determine its policies, budget and operations; to determine the manner in which its functions shall be performed, and the direction of its working forces; including, but not limited to the right to hire, evaluate, train, promote, demote, transfer and assign employees; to discipline, suspend, and to discharge for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to determine the size and composition of the workforce; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; to determine the number of hours of work and shifts per work week; to establish and change work schedules and assignments; to introduce new methods of operation; to eliminate, contract, and locate or transfer work and maintain efficiency.

The listing of specific management rights in this Article is not intended to be nor shall it be considered a restriction of or a waiver of any of the rights of the Employer not listed whether or not such rights have been exercised in the past, to the extent that the exercise of these rights does not conflict with the Illinois Public Labor Relations Act.

ARTICLE III - NO STRIKE/ NO LOCKOUT

SECTION 1: Commitment

The Union, its officers, staff, members, and any employees covered by this Agreement shall not call, institute, authorize, participate in, sanction, encourage, or ratify any strike activity, work stoppage, or picket Employer to cause a work stoppage or engage in any other concerted activity to cause any person to interfere with Employer's operations, activities, or fulfillment of Employer's mission, in whole or any part, for any reason. Notwithstanding the above, no employees shall be required to cross a lawful picket line at the employee's respected work site.

SECTION 2: Penalties

Any employee covered by this Agreement who violates the prohibitions of Article III, Section 1, shall be subject to immediate disciplinary action which may include discharge for such activity.

SECTION 3: Resumption of Operations

In the event of action prohibited by Article III, Section 1, Union immediately shall publicly disavow such action and request the offenders to return to work and shall use its best efforts to achieve a prompt resumption of normal operations. Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

ARTICLE IV - NON-DISCRIMINATION

SECTION 1: Prohibition Against Discrimination

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without unlawful discrimination as to the age, sex, gender, sexual orientation, race, color, creed, national origin, political affiliation (or lack thereof), marital status, or physical or mental impediment. All references to employees in the Agreement designate all sexes and wherever the male gender is used it shall be construed to include all 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 Action Acts, laws, and regulations. The Union agrees that the Employer may take whatever steps necessary to comply with the Americans with Disabilities Act.

ARTICLE V - UNION DUES AND UNION RIGHTS

SECTION 1: The Employer shall deduct Union dues and transmit the same to the local Union.

All employees covered by this Agreement who have signed Union dues checkoff cards for Teamsters 916 prior to the effective date or who signed cards after such date shall only be allowed to cancel within the prescribed procedure of the Union's constitution and the collective bargaining agreement.

SECTION 2: D.R.I.V.E. Checkoff

The Employer agrees to deduct from paychecks of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his paycheck weekly.

The Employer shall transmit to the local Union on a monthly basis in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount from the employee's paycheck(s).

The Union agrees to indemnify and hold harmless the Employer from any and all claims by any employee against the Employer for amounts deducted from their wages under this Section.

SECTION 3: Union Orientation

The Union or Steward shall be allowed one (1) hour on the day of employee orientation to conduct Union orientation for all new hires covered by this agreement. The Union shall receive

advance notice of orientation. Said orientation will be on the Employer's premises and on paid time.

SECTION 4: Time off for Union Activities

Subject to the approval of the employee's supervisor outside of the bargaining unit after providing appropriate documentation, local Union representatives (stewards) shall be allowed time off without pay for legitimate Union business such as Union meetings, trainings or conferences, State or area wide Union committee hearings, or State or International conventions, provided such representatives shall give reasonable notice to his/her supervisor of such absence and shall be allowed such time off if it does not interfere with the operating needs of the Employer. Such time off shall not exceed two (2) workdays cumulatively during the term of the Agreement. The employee may utilize any accumulated time (compensatory, personal, vacation days) in lieu of taking such without pay subject to the Employer's processes for taking such time off.

SECTION 5: TMRP

The City agrees to make payroll deductions and remittance to The Member's Retirement Plan (TMRP) upon receipt of a signed authorization card to do so.

ARTICLE VI - HOURS OF WORK

SECTION 1: The Workday

The regular workday shall consist of ~~eight seven and one half hours (87.5)~~ consecutive hours of which ~~seven and one half hours (7.5) hours are worked with an~~ includes a unpaid thirty (30) minute meal break during each tour of duty to be taken midway during the tour of duty when possible.

The regular shift schedules shall be as follows:

7:00 am – 3:00 pm Winter Hours

6:30 am - 2:30 pm Summer Hours

Unless contractor schedule dictates an alteration to the normal work schedule. If a modification of the schedule is needed, employer agrees to provide 2 days' notice to the affected employee.

SECTION 2: The Work Week

This section is intended to define the normal hours of work per day or per week, and in the event of layoff, shall not be construed as a guarantee of hours per day or per week or a guarantee of hours per day or week or a guarantee of days of work per week. The workweek is defined as a

recurring period of ~~forty thirty seven and one half (4037.5)~~ hours in which the employee is at work for five (5) workdays of ~~eight seven and one half (87.5)~~ hours with two (2) days off. The workweek shall begin on Sunday at 12:00 am and terminate the next Saturday at 11:59 pm. An employee's approved use of benefit time shall count towards their hours worked for any given work day or week.

SECTION 3: Overtime

Overtime is defined as that time authorized to be worked in excess of ~~eight seven and one half (87.5)~~ hours in one day, or in excess of ~~forty thirty seven and one half (4037.5)~~ hours within any work week as defined in the section of this article above. Any overtime shall be paid in cash or compensatory time at the employee's discretion.

SECTION 3 a: Overtime Notification

Notification of overtime work shall be given as far in advance as possible. If the City of Springfield calls an employee and cancels pre-arranged overtime work during the ten (10) hours preceding the time scheduled for such work to commence, two (2) hours of straight time pay to be paid to the employee.

SECTION 4: Breaks

When possible, employees shall be permitted two (2) fifteen (15) minute breaks during each shift to be taken approximately midway through the first half of the shift and midway through the second half of the shift; such time shall be considered work time.

In the event that either fifteen (15) minute break cannot be taken midway through the first half of the shift, or the second half of the shift due to operational conditions, that employee may be allowed to extend their break thirty (30) minute meal break the break that was not available or cancelled whether it be one break or both breaks but that time should not exceed thirty (30) additional minutes as determined by the Supervisor or their designee.

SECTION 5: On Call

Employees required to be on call will receive two (2) hours comp time per week. All phone calls shall be subject to the straight time rate for a minimum of one (1) hour and pay will be in addition to the comp time acquired for accepting on call.

SECTION 6: Demolition Schedule

Employees working in a demolition capacity shall be paid an additional one dollar and twenty-five cents (\$1.25) ~~dollars~~ per hour for all the hours worked. Asbestosis certification maintained.

SECTION 7: Snow Operations

During full snow operations, the Department of Public Works operates 24-hours per day. Engineering Technicians will be assigned to snow removal pursuant to a seniority bid, operational needs notwithstanding Engineer Techs are assigned Day Shift (7:00 a.m. to 7:00 p.m.) and Night Shift (7:00 p.m. to 7:00 a.m.). Depending on the timing of the snow event, these shifts may be extended up to four hours on either end, but in no case shall an employee be asked to work more than 16 hours without at least 8 hours rest prior to their next shift.

During a snow or other emergency as determined by the Mayor or the Director of Public Works, an employee's assigned shift will become his regular shift for the duration of the emergency. This includes snow operations.

If Employees are sent home and called back into work, Employees working an overnight snow plowing shift will be paid at the appropriate overtime rate of pay for the duration of the shift, minus eight hours of pay at their normal rate of pay for the next day shift, and will be given the following day off with pay for rest. For example, an employee who works overnight for 12 hours would be paid the equivalent of 10 hours pay at the applicable overtime rate (12 hours at overtime rate - 18 hours of straight time pay, minus 8 hours) and would then receive the following normal day shift as a paid day off for rest. Everyone must turn in an overtime sheet to receive pay, comp, or standby comp, or otherwise submit the proper documentation in accordance with the City's timekeeping procedures.

When a weather emergency is declared, employees who work an entire shift for three (3) consecutive days without a call off shall receive compensatory time equal to one day's worth of work.

SECTION 8: Employee Assignments

Prior to an employee being temporarily reassigned to work at another location within the Engineering Department and Sewer Department employees will be given twenty-four-hour notice.

Any temporary assignment shall not result in a loss of pay, hours, seniority, or benefits.

ARTICLE VII - PREMIUM PAY

SECTION 1: Overtime Pay

All employees shall be paid at the rate of time and one-half for all overtime unless specified otherwise. All overtime work on Sundays and holidays shall be paid at the double time rate. All overtime work shall be equally and impartially divided among all employees doing the same class of work insofar as is practicable. The employer shall establish a running list of all overtime for

monitoring purposes which shall be maintained by the Supervisor or his designee. Employees who do not report for scheduled overtime will be subject to disciplinary action.

SECTION 2: Holiday Pay

Employees required to work holidays shall be paid double their normal rate for the hours worked on that holiday. Additionally, employees required to work on a holiday shall have the choice of compensation in holiday pay or receive equal hours in comp time for that day.

SECTION 3: Longevity

Engineering Technician V's who have served at least five (5) years in the position or who have served at least twenty-five (25) total years as an Engineering Technician, whichever occurs first, and met the award requirements will be eligible for a one time longevity award with a minimum merit compensation of up to no more than what would be 5% wage increase of annual salary. The award adjustment will not affect any permanent cost of living adjustments but will be in addition to and for one time.

SECTION 4: Call-Back Pay/On-Call Pay

Employees who are called back to work by the Employer after they have completed their regular shift shall receive a minimum of four (2) hours pay at time and one-half (1 ½). This applies to call-backs while on on-call duty.

ARTICLE VIII - SENIORITY

SECTION 1: Seniority

After (6) months-of continuous employment, seniority shall be recognized for employees within this bargaining unit. Current employees, upon ratification of this contract, shall be recognized as having seniority based upon date of hire.

SECTION 2: Seniority – Promotions

Ability, dependability, qualifications, and work record being equal, an employee having greater seniority within their bargaining unit shall have preference where promotions are concerned. Ability, dependability, qualifications, and work record being equal, an employee also shall be entitled to relieve another employee doing similar work with less seniority.

PROMOTIONAL PATH:

This document describes the Engineering Division policy on Engineer Technician promotions. Performance reviews related to the promotional paths cannot be grieved. Promotions cannot

move forward regardless of qualification if an employee has had a major disciplinary action within the last (1824) months or is on the Last Chance Agreement.

Promotions within the Engineering Division will occur either through an application and interview process when a current employee applies for an open position or through a predefined promotion path. This document describes the predefined promotion path for Engineering Technicians. Before new employees begin their initial training courses, management will review proper scheduling procedures and documents with the employee to ensure proper completion. Training requires reasonable documentation of attendance as discussed in negotiations. All time served prior to the ratification of this contract shall be included in the years served per the promotional path. All time served prior to the ratification of this inaugural contract shall be included in the years served per the promotional path.

*denote street tech requirements Ꝁ denotes sewer shop requirements § denotes both

1. Engineering Technician I to Engineering Technician II

- Minimum 2 years of continuous service credit as an Engineering Technician I. §
- 3 yearly all reviews meeting normal expectations. §
- Training (per management discretion)*
 - Flagger training – 3 year cycle*
 - Work Zone Traffic Control – 3 year cycle*
 - OSHA 10 Hour Course*
 - Erosion/Sediment Control – Module 1 *
 - Flagger training – 3 year cycle Ꝁ
 - Work Zone Traffic Control – 3 year cycle Ꝁ
 - OSHA 10 Hour Course Ꝁ
 - Erosion/Sediment Control – Module 1 /or Ꝁ
 - Confined space entry – 3 year cycle Ꝁ
 - Confined space rescue – 1 year cycle Ꝁ
 - Gas detection – 1 year cycle Ꝁ
 - Other Requirements as defined in the employees job description §

2. Engineering Technician II to Engineering Technician III

- Minimum of 3 years of continuous service credit as an Engineering Technician II. §

- 3 yearly performance reviews meeting normal expectations. §
- Training (per management discretion)*
 - Flagger training – 3 year cycle*
 - Work Zone Traffic Control – 3 year cycle*
 - ADA/PROWAG Training – 3 year cycle*
 - Documentation of Contract Quantities – 4 year cycle*
 - OSHA 30 Hour Course – 5 year cycle*
 - Flagger training – 3 year cycle ✕
 - Work Zone Traffic Control – 3 year cycle ✕
 - ADA/PROWAG Training – 3 year cycle ✕
 - OSHA 30 Hour Course – 5 year cycle ✕
 - Documentation of Contract Quantities – 4 year cycle ✕
 - Confined space entry – 3 year cycle ✕
 - Confined space rescue – 1 year cycle ✕
 - Gas detection – 1 year cycle ✕
 - Other Requirements as defined in the employees job description §

3. Engineering Technician III to Engineering Technician IV

- Minimum of 5 years of continuous service credit as an Engineering Technician III. §
- 5 yearly performance reviews meeting normal expectations. §
- Training (per management discretion)*
 - Flagger training – 3 year cycle*
 - Work Zone Traffic Control – 3 year cycle*
 - ADA/PROWAG Training – 3 year cycle*
 - OSHA 30 Hour Course – 5 year cycle*
 - Erosion/Sediment Control – Module 3*
 - APWA Certification*
 - Flagger training – 3 year cycle ✕
 - Work Zone Traffic Control – 3 year cycle ✕

- o ADA/PROWAG Training – 3 year cycle ¶
- o OSHA 30 Hour Course – 5 year cycle ¶
- o Erosion/Sediment Control – Module 3 ¶
- o APWA Certification ¶
- o Other Requirements as defined in the employees job description §

4. Engineering Technician IV to Engineering Technician V

- Minimum of 6 years of continuous service credit as an Engineering Technician IV. §
- 6 yearly performance reviews meeting normal expectations. §
- Training (per management discretion)*
 - o Flagger training – 3 year cycle*
 - o Work Zone Traffic Control – 3 year cycle*
 - o ADA/PROWAG Training – 3 year cycle*
 - o OSHA 30 Hour Course – 5 year cycle*
 - o Documentation of Contract Quantities – 4 year cycle*
 - o Completion of Erosion/Sediment Control – Modules 1 & 3 *
 - o APWA Certification or equivalent accredited certification *
 - o Illinois Public Service Institute program completion ¶
 - o Confined space entry – 3 year cycle ¶
 - o Confined space rescue – 1 year cycle ¶
 - o Gas detection – 1 year cycle ¶
 - o Flagger training – 3 year cycle ¶
 - o Work Zone Traffic Control – 3 year cycle ¶
 - o ADA/PROWAG Training – 3 year cycle ¶
 - o OSHA 30 Hour Course – 5 year cycle ¶
 - o Documentation of Contract Quantities – 4 year cycle ¶
 - o Completion of Erosion/Sediment Control – Modules 1 & 3 ¶
 - o APWA Certification or equivalent accredited certification ¶
 - o Illinois Public Service Institute program completion. ¶

- o Other Requirements as defined in the employees job description §

Service Credit

Completion of an Associate's Degree from an approved curriculum can modify the minimum service credit timeframe for Engineering Technicians II, III, IV and V reducing the minimum of one requirement by up to 2 years, at the discretion of the City Engineer and Public Works Director.

Completion of Bachelor's Degree from an approved curriculum can modify the minimum service credit timeframe for Engineering Technicians II, III, IV and V reducing the minimum of one requirement by up to 2 years, at the discretion of the City Engineer and Public Works Director.

Engineering Technicians who have completed 15 years of service as an Engineering Technician with the City of Springfield and have completed the required training requirements as listed in the promotional path will be promoted to an Engineering Technician V.

Oversight and responsibility for large-scale project work (example: management of construction project valued over \$3,000,000) may be considered for modification of the minimum service credit timeframe for Engineering Technicians II, III, IV, and V, at the discretion of the City Engineer and Public Works Director.

SECTION 3: Seniority – Bids

Not later than five (5) days after a vacancy occurs within this bargaining unit and the Employer intends to fill that vacancy, the vacancy shall be posted for five (5) working days by the Division Head and all employees within the bargaining unit shall be permitted to bid on same. Ability, qualifications, seniority, and work record shall be judged by the Employer and the Union in the absence of a civil service- type examination. Sixty (60) days shall be considered a break in period. During this sixty (60) day period, work will be evaluated by management and Union. Management has the right to return the employee to their previous classification and job rebid. Employees covered in this Agreement shall have the right to a hearing in a manner herein set forth on differences of opinion as to the competency of employees filling a new position or vacancy, discipline administered, lay off, discharge or questions regarding seniority.

SECTION 5: Election of Remedies

The members of this unit covered by this agreement are classified employees for purposes of civil service administration for the City of Springfield. As classified employees, the members are accorded certain rights regarding review of disciplinary action, demotions or layoffs, such matters being possibly being a subject for the grievance procedure included in this agreement. In those instances, in which a member has elected to pursue his rights through procedures establishes by the Civil Service Commission of the City of Springfield, the subject matter of that action shall not be a basis for any grievance under the provisions of this Agreement. If a member initially files a grievance and subsequently elects to pursue redress or other relief through the civil service

procedures, the grievance procedure shall no longer apply to the subject matter raised and be suspended, and the grievance dismissed. When a member so elects to utilize civil service procedures, this procedure shall be the exclusive means by which redress, or relief is sought, or an issue is resolved on any matter which may initially be eligible to be a subject of a grievance.

SECTION 6: Layoffs

The Union recognizes the right of the employer to lay off employees for legitimate, non-discriminatory reasons, such as: lack of work, lack of funds, or material reorganization. The employer agrees to provide a notice of layoff to the employee and Union no less than twenty (20) calendar days prior to the effective date of the layoff. Prior to the effective date of the layoff the Employer will meet and confer with the Union to negotiate the impact of any proposed layoff and to determine whether there are any economically feasible alternatives to the planned layoff. Layoffs shall be by seniority within the bargaining unit, beginning with the employee with the least seniority.

SECTION 7: Recalls

The recall period for employees on layoff status in this bargaining unit shall be for a thirty-six (36) month period. An employee on layoff with the greatest seniority in the bargaining unit shall be recalled to work first. An employee returning from layoff must be physically able to perform the assigned work.

SECTION 8: Seasonal Employees

Seasonal employees may be used to perform additional duties and other traditional duties within the unit's scope of work during emergencies, operational needs or during training. It is also recognized that these seasonal employees will not be used as noted above under conditions of bargaining unit employee lay-offs. No bargaining unit employees will be laid off until all seasonal and temporary employees have been terminated.

SECTION 9: Residency

All employees hired on or after the ratification shall reside within the boundaries of the City of Springfield. 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 in the City Corporate Limits, the employee shall remain grandfathered. Such residency requirements shall cease after fifteen (15) years of employment. All service time prior to ratification shall count towards the fifteen (15) years of employment.

ARTICLE IX - SUBCONTRACTING

SECTION 1: Subcontracting

It is the general policy of the Employer to continue to utilize the employees to perform work they normally perform and are qualified to perform. The employer agrees to avoid, insofar as it is practicable, the subcontracting of work performed by employees in the bargaining unit. However, the Employer reserves the right to contract out work it deems necessary because of greater efficiency, economy, or other related factors.

The Employer shall not contract or subcontract work assignments created pursuant to the Welfare to Work Reform Act of 1996 for the purpose of eroding the bargaining unit and/or the status of the Union as the exclusive bargaining agent.

ARTICLE X - APPROVED ABSENCES FROM WORK

SECTION 1: Vacation

Hours of vacation accrual according to length of service in the bargaining unit are as follows:

Length of Service At least	but Less Than	Hours Earned Per Month	Days Earned Per Year
1 month	5 years	6.666725	10
6 years	10 years	10.09375	15
11 years	12 years	10.66670	16
13 years	14 years	11.33330-625	17
15 years	16 years	12.01125	18
17 years	18 years	13.33332-50	20
19 years	20 years	14.4350	21.6
21 years	22 years	14.93330	22.4
22 years	23 years	15.66674-6666	23.5
23 years	24 years	16.33335-3333	24.5
28 years	30 years	17.06676-0	25.6
30 years	32 years	17.77776-6666	26.6666
32 years	33 years	18.133337	27.2

Commented [NC1]: Update

Vacation time may be taken upon completion of six (6) months of service. It is understood that a new employee receiving five (5) days of vacation at the conclusion of six (6) months of employment and five (5) additional days after their first year of employment (anniversary date) shall not receive additional vacation days until the anniversary date of his second year of employment.

An employee on a leave of absence without pay for thirty (30) days or more shall not earn vacation for the period of absence.

Vacation may be taken between an employee's anniversary date. Vacation days may be rolled over to the next year, but not more than twenty-four (24) months. If an employee does not

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request and take accrued vacation within said twenty-four (24) month period, said vacation time will be lost.

If an employee's request is not responded to within two (2) working days, the employee may forward his/her request to the Director of Public Works. The supervisor or Director of Public Works, at their discretion, may allow an employee vacation time if, in his opinion, the employee's circumstances warrant it, and it will not jeopardize the operational needs of the department.

Vacation time shall be used in increments, not less than one (1) hour.

SECTION 2: Sick Time

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 to a maximum of one (1) workday with 100 % pay per month, including prior service.

It shall be the responsibility of the employee to see that his supervisor is notified of his illness and his inability to work prior to the beginning of the work period.

If the employee shall be absent on sick leave for three (3) or more consecutive days, he shall furnish a doctor's note or other medical practitioner's certificate reflecting the need for his absence. When a person has used thirty (30) consecutive days sick leave time to which he is entitled under this contract, all applicable benefits under the IMRF shall be available to him, or he may use the balance of accrued sick leave time.

If the average number of sick days taken by employees within this bargaining unit is 3.5 days or less during the contract year, employees within that area using 3.5 sick days or less will receive a \$250 bonus at the end of the year.

Employees hired on or after July 1, 2012, shall not be eligible for sick payout upon retirement.

Sick time shall be used in increments, not less than one (1) hour.

SECTION 2 b: GROUP HEALTH INSURANCE PROGRAM

Bargaining unit employees shall be provided the same group health and life insurance benefits as all other employees of the City of Springfield at the same premium rate.

Section 2 c: PENSION FUND

The City will comply with the statutory mandates set forth in the Illinois compiled statutes pertaining to the IMRF.

SECTION 3: Holidays

A: The following days are considered holidays:

- (1) New Year's Day

- (2) Martin Luther Kings' Birthday (on the day the City observes the holiday)
- (3) Lincoln's Birthday
- ~~(2)~~(4) Presidents' Day
- ~~(4)~~(5) Good Friday
- ~~(5)~~(6) Memorial Day
- ~~(6)~~(7) Juneteenth
- ~~(7)~~(8) Independence Day
- ~~(8)~~(9) Labor Day
- ~~(9)~~(10) Veteran's Day
- ~~(10)~~(11) Thanksgiving Day and day after Thanksgiving.
- ~~(11)~~(12) Christmas Day and Christmas Eve.

B: Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work.

SECTION 4: General Leaves of Absence

The Employer may grant regular employees a leave of absence without pay for a period not to exceed three (3) calendar months in any one year for purposes that are deemed beneficial to the City service. Such leave may be extended for good cause by the Employer for an additional period not to exceed three (3) calendar months.

SECTION 5: Military Leave

Military leave shall be granted in accordance with military orders and applicable law. Military leave will also follow the City of Springfield's municipal ordinance 36.58 (e).

SECTION 6: Family Medical Leave

Employees who have worked for at least twelve (12) months and for at least 1,250 hours during the last twelve (12) months may request leave pursuant to the Family and Medical Leave Act. Leaves may be requested for the birth or adoption of a child or for a serious health condition. Employees may receive a leave to take care of themselves or an eligible family member who has a serious health condition; that is, an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice, or residential treatment facility or continuing treatment by a healthcare provider.

An eligible employee is entitled to a maximum of twelve (12) weeks of Family or Medical leave in a twelve (12) month period. A "rolling" twelve (12) month period measured backward from the date an employee uses any FMLA leave shall be used for this purpose. Employees will be required to exhaust all paid benefit time (vacation, personal days, and sick leave) as part of their FMLA leave and such time will count toward the twelve (12) week limit.

Leaves to take care of a serious health condition may be taken on an intermittent or reduced schedule basis. Leaves for the birth or adoption of a child must be taken within the first twelve (12) months of the date of birth or placement.

Employees must request a leave by giving the city notice at least thirty (30) days in advance of a foreseeable leave, and as soon as practicable for an unforeseen leave.

The Employer may require employees requesting a leave to care for a serious health condition to submit medical verification form from a health care provider. The employee may also be required to undergo an examination by an impartial physician. Such examination shall be paid by the Employer. Upon return to work, the employee shall submit a fitness-for-duty certificate from a qualified health care provider.

During a Family or Medical leave, the Employer will continue to provide medical and dental coverage at the same premium rate as if the employee was still on active duty. The employee will be required to maintain individual health and/or dental premiums, if any. Payment of the employee's premium shall be due on the first day of the month and in no case later than the tenth of the month. Coverage shall cease immediately for any employee whose payment is more than thirty (30) days late.

After a leave, the employee will be restored to the position he held prior to the leave or to an equivalent position with equivalent pay and benefits. An employee who fails to return from FMLA leave will be required to reimburse the City for the Employer's portion of the health insurance premiums paid during the leave.

SECTION 7: Medical Leave

Employees who have exhausted their accumulated sick leave days and have completed a FMLA leave but are unable to report to or back to work because of a start or continuation of an illness, injury, or pregnancy related disabilities, may request a disability leave without pay. 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 regularly 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 it's 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.

Employees shall immediately return to work upon release by the attending physician.

Such leave will ordinarily not be granted for periods in excess of three (3) months but may be extended upon the written request of the employee for additional periods of up to three (3) months each, at the Employer's discretion.

SECTION 8: Bonus Leave

Employees who have used less than 3 sick days are given 3 Bonus Personal Days. Bonus days can be taken a day at a time subject to management's ability to appropriately schedule.

Effective July 1, 2013, sick days taken under FMLA shall be considered for purposes of determining the employees' eligibility for the above bonus.

SECTION 9: Personal Time/Days

Employees shall be granted three (3) personal days per year that may be taken at the employee's discretion. New employees must be on the payroll ninety (90) days for one (1) personal day; one hundred eighty (180) days for two (2) personal days; and two hundred seventy (270) days for three (3) personal days. Employees must give notice to the Employer at least twenty-four (24) hours in advance of the shift he desires to use as his personal day. When an employee is giving less than a twenty-four (24) hour notice because of an emergency situation, Employer has the right to inquire as to the nature of the emergency if reasonable grounds exist to suggest abuse, or if an operational emergency of an extreme nature exists.

Only one employee per shift can be off on a personal day for any one day. However, the supervisor or Director of Public Works may allow more than one employee of if, at his discretion, it will not disrupt operations or require overtime to be paid. Personal days will be scheduled in order requested. Personal days may not be carried over to the next year.

Personal time may be used in one (1) hour increments as needed.

SECTION 10: Funerals

In the event of a death in the immediate family of an employee (defined as spouse, parents, children, including adopted and stepchildren, brother and sister, stepmother, stepfather, stepsister, stepbrother, grandmother, grandfather, grandchildren, son-in-law, daughter-in-law, brother in law, sister-in-law, father-in-law, mother-in-law, or legal guardian) the employee shall be granted up to three (3) consecutive work days leave of absence per occurrence without loss of pay to make necessary arrangements and attend funeral services. 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) of the employees 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 used per year or eligibility of the sick leave bonus. If the Employer has reason to suspect abuse, the Employer may require satisfactory evidence of the need for such absence.

SECTION 11: Workmen's Compensation

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. Additional compensation to be paid would be in accordance with Ordinance No. 324-5-81 of the City of Springfield, as it may time to time be amended. Employees who become eligible for workers' compensation benefits on or after July 1, 2015, shall not accrue benefits for thirty (30) days or longer, unless specifically awarded pursuant to the Workers' Compensation Act, Award, or Settlement.

SECTION 12: Miscellaneous Time Off

- A: Employer shall grant employees such other time off as state and federal law shall require. Such time off shall be without pay unless the state or federal law requires otherwise.
- B: Employer may establish reasonable requirements for proof that the time off was taken in compliance with state and/or federal laws.

SECTION 13: Compensatory Time

An employee may be granted compensatory time in lieu of overtime pay for overtime worked including holidays worked at the rate of time off equal to the applicable overtime rate and may accumulate up to a maximum of 150 hours and may carry over from year to year. (Regular hours worked on a holiday may be used to accrue compensatory time). Employees shall have access to comp time immediately after it is earned. This compensatory time may be taken in a minimum one (1/2) hour increments. Probationary employees not otherwise eligible to take time off with pay may use comp time. Employees may take compensatory time at their discretion, however the supervisor in charge must approve all compensatory time taken. Compensatory time may be taken in increments of one half (0.5) hours at a time. Probationary employees may take compensatory time if earned during their probationary period. All accumulated comp time hours on the books will be paid out at retirement or if leaving the bargaining unit.

SECTION 14: Jury Duty

An employee called for jury duty shall be allowed time away from work without loss of pay. Upon receiving the sum paid for jury service, the employee shall submit the warrant, or its equivalent, to the City. Provided however, an employee may elect to fulfill such call or subpoena on accrued time off and retain the full amount received for such service.

SECTION 15: Sick Leave Exchange

Effective July 1, 2000, after accumulating 32 days of sick leave, employees may exchange sick leave for vacation days at a rate of two sick leave days for one vacation day. Each vacation day so earned must be used as a vacation day within the year of the exchange. The number of sick leave

days exchanged for vacation days per 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.

SECTION 16: Benefit Time Donation

Commented [NC2]: Danielle - Attached MOU as Appendix

A. Employees shall be allowed to donate vacation and/or sick time to co-workers, within their respective work location, who are suffering from documented serious health issues. The Employee receiving such donation must be eligible for FMLA and must exhaust all of their own benefit time before becoming eligible to receive donated time.

B. Employees donating sick time must have a minimum of 31 days of sick time available as of the close of business on the day such days are donated. Employees may donate an unlimited amount of sick days but must maintain at least 30 sick days. Employees who have a minimum of 6 vacation days as of the close of business on the day such days are donated. Employees may donate an unlimited number of vacation days but must maintain at least 5 vacation days.

C. The employee receiving donated benefit time may not use that time for anything other than sick leave, regardless of how the time was originally categorized prior to the donation.

D. Employees receiving days shall be paid at their current rate of pay.

E. Donated days not used by the donee shall be credited back to the donor in the inverse order in which they were donated.

F. Employees who wish to donate days must complete a time off request form and submit to their time-keeper indicating the type of leave, number of days donated, and designate the days as a donation.

G. Employees that have given notice of leave, resignation, or retirement are ineligible to make donations.

H. Prior to accepting any donated days, the Union, Human Resources Department, and Payroll shall first be notified.

SECTION 17: Paid Leave for all Workers Act

The Union and employees covered by the Agreement explicitly waive the provisions of the Paid Leave for All Workers Act pursuant to 820 ILCS 192/15(n).

ARTICLE XI - UNIFORMS & EQUIPMENT

SECTION 1: Uniforms

- A: Employer shall prescribe the type of uniform or dress code for each employee
- B: Employer shall provide required uniforms as needed upon request no more than once ~~two (2) times per a~~ year.
- C: Employees entitled to an annual \$~~4~~300 dollar clothing allowance.

SECTION 2: Equipment

- A: Upon termination, all equipment checked out to an employee shall be returned to Employer.
- B: Employer may prescribe equipment that is necessary for the employee to have while on his duty.
- C: The Employer shall provide any equipment necessary for employees use as prescribed in Section 2 B.
- D: Employees shall be responsible for the upkeep and good operating condition of all required/and or assigned equipment.

ARTICLE XII - DISCIPLINE

SECTION 1: Discipline

While the parties agree with the tenets of progressive and corrective discipline, disciplinary action shall include only the following, but shall be initiated in light of the seriousness of the offense:

- Oral reprimand,
- Written reprimand (notice to be given in writing),
- Suspension (notice given in writing),
- Discharge (notice to be given in writing).

Disciplinary action may be imposed upon a certified employee for just cause.

Discipline shall be imposed as soon as possible after the Employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter.

Prior to notifying the employee of the measure of discipline to be imposed, the employer shall meet with the employee involved and inform him for the reason for such contemplated disciplinary action. Employees shall have the right to union representation upon request. The

employee and/or the union representative shall be given the opportunity to rebut or clarify the reasons for such discipline.

For serious offenses that result in a suspension other than for Alcohol and Drugs, written evidence of such suspension will remain in the employee's record indefinitely but shall not be used in consideration of future discipline, if for the date of the last discipline five (5) years pass without the employee receiving any additional discipline for such offense.

SECTION 2: Reprimand

If the Employer has reason to reprimand an employee, it shall be done whenever possible in a manner that will not embarrass the employee before the other employees or the public.

SECTION 3: Notice

In the event disciplinary action is taken against an employee, other than the issuance of an oral reprimand, the Employer shall furnish the employee and the union in writing with a statement of the reasons, therefore. The measure of discipline and the statement of reasons may be modified, especially in cases involving suspension pending discharge, after the investigation of the total facts and circumstances.

For discipline other than reprimands, the Employer shall hold a pre-disciplinary meeting. Prior to notifying the employee of the contemplated measure of discipline to be imposed, the Employer shall notify a union representative of the meeting and reasonable in advance of such meeting provide the Union representative of the alleged infraction. The Employer shall then meet with the employee involved and inform him/her of the reasons for such contemplated disciplinary action including the names of any witnesses and copies of pertinent documents. Employees shall be informed of their rights to Union representations and shall be entitled to such, if so requested by the employee, and the employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline.

SECTION 4: Demotion

Demotions shall not be used as a disciplinary measure; however, the parties recognize that circumstances may exist where the Employee is dissatisfied with the job or is unable to meet the requirements of the position and in such cases demotion shall be appropriate.

SECTION 5: Union Representation

An employee, upon request, will have a right to Union representation before discipline is imposed.

SECTION 6: Removal of Discipline

Any written reprimand shall be purged from an employee's record, if, from the date of the last reprimand, 18 months pass without the employee receiving an additional reprimand or other

discipline for such offense. Such removal shall be at the request of the employee but in any case, shall not be used against the employee.

ARTICLE XIII - DRUG AND ALCOHOL TESTING

SECTION 1: Random Drug Testing

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 accident report 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.

SECTION 2: Positive Test Results

A positive drug test result will occur at the initial or confirmatory test cut off levels if the test results are equal to or greater than the levels established in 49 CFR 40.87, as amended, as follows:

Initial test analyte	Initial test cutoff concentration	Confirmatory test analyte	Confirmatory test cutoff concentration
Marijuana metabolites	50 ng/mL	1'HCA ¹	15 ng/mL
Cocaine metabolites	150 ng/mL	Benzoylcegonine	100 ng/mL
Opiate metabolites			
Codeine/Morphine ²	2000 ng/mL	Codeine	2000 ng/mL
		Morphine	2000 ng/mL
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL
Amphetamines ³			
	500 ng/mL	Amphetamine	250 ng/mL
		Methamphetamine ⁵	250 ng/mL
MDMA ⁶			
	500 ng/mL	MOMA	250 ng/mL
		MDA ⁷	250 ng/mL
		MDEA ⁸	250 ng/mL

¹ Delta-9-tetrahydrocannabinol-9-carboxylic acid (THCA).

² Morphine is the target analyte for codeine/morphine testing.

- ³ Either a single initial test kit or multiple initial test kits may be used provided the single test kit detects each target analyte independently at the specified cutoff.
- ⁴ Methamphetamine is the target analyte for amphetamine/methamphetamine testing.
- ⁵ To be reported positive for methamphetamine, a specimen must also contain amphetamine at a concentration equal to or greater than 100 ng/mL.
- ⁶ Methylenedioxyamphetamine (MDA).
- ⁷ Methylenedioxyamphetamine (MDA).
- ⁸ Methylenedioxyethylamphetamine (MDEA).

The parties agree to follow any changes in cut off levels as determined by the Federal Regulations, 40 CFR 40.87.

Testing for cannabis based on reasonable suspicion shall be supported by the good faith belief that there is some impairment of the employee while at the workplace, while engaged in work for the employer or while on call subject to the definition of those terms in the Cannabis Regulation and Tax Act, 410 ILCS 705/10-50.

SECTION 3: 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 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 Employee Assistance Program (EAP).
2. Second Offense - The employee will be suspended for ten (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 positive test will be 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 automatically be 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 a possible discharge and must agree to sign a Return-To-Duty contract, if applicable.
 - a) 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 tests positive for drugs and/or alcohol within five (5) years of his or her positive test will automatically be terminated.

SECTION 4: Compliance with Testing Requirements

Any employee subject to drug and alcohol testing who provides false information in connection with a test or attempts to falsify test results through tampering, contamination, adulteration, or substitution shall be removed from duty immediately and his or her employment terminated.

SECTION 5: Refusal to Test

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 a verbal declaration, obstructive behavior or physical absence resulting in the inability to conduct the test.

SECTION 6: Return-To-Duty Contracts

An employee who is allowed to return 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 a 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 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 7: 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 explanation 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 them from the City laboratory. Any employee who violates confidentiality under this policy shall be subject to disciplinary action.

ARTICLE XIV - MISCELLANIOUS

SECTION 1: Bulletin Boards

Employer shall provide Union with designated space on available bulletin boards upon which Union may post notices.

SECTION 2: Printing of Agreement

Employer shall have this agreement printed in sufficient quantities to provide a copy of the agreement to covered employees

SECTION 3: Effect of Agreement

This Agreement and its requisite provisions supersede all other documents, ordinances, or past practices relating to the same subject matter or as such may be adopted or written during the term of this Agreement. Employer is under no obligation to extend any benefit to employees covered herein that may be granted to persons employed by Employer not covered herein.

SECTION 4: Probationary Period

The employer may establish a reasonable probationary period for employees covered by this Agreement. Such period shall be six (6) months in duration for individuals who have previously held a position within the department and shall be one (1) year in duration for new employees.

Probationary employees shall not be entitled to use any of the review procedures established in this Agreement.

SECTION 5: Personally Assigned Vehicles

In order to qualify to receive or retain a personally assigned vehicle, Engineering Technicians must reside within the Springfield City limits. Engineering Technicians may not take personally assigned vehicles outside the City limits of Springfield for the purpose of meals or breaks, with the exception of the following municipalities: Leland Grove, Grandview, Jerome, and Southern View.

SECTION 6: GPS Policy

1. The intended purpose of such equipment is to enhance the department's operational efficiency, improve services to the public, improve the safety of employees, and ensure compliance with department work rules and not for disciplinary intent.

2. This technology shall not be made available to the public unless the Employer is forced to provide such information under state, federal, or local laws.
3. Employees shall be given a brief overview of the system's capabilities and their intended use. In addition, any vehicle equipped with this technology shall have a notice affixed to the interior notifying employees that it is so equipped.
4. Suppose the Employer elects to upgrade or enhance the GPS system beyond regular software upgrades. In that case, the union shall be given advance notice and the right to bargain over the impact of such changes where appropriate.

ARTICLE XV - RATES OF PAY

SECTION 1: Wage Increases

Scheduled wage increases shall become effective the first day of the pay period effective July 1 of each contract year as negotiated and set forth in Appendix A. All employees' paychecks shall be issued via direct deposit to an institution of their choosing.

ARTICLE XVII - GRIEVANCE PROCEDURE

SECTION 1: Purpose

It is the intent of the parties to this Agreement to use their individual and collective best efforts to promote and encourage prompt adjustment of employee complaints arising out of this Agreement. Therefore, this procedure set forth in this Article for such resolution of such issues.

SECTION 2: Definitions

- a) A grievance for purposes of this Agreement shall be defined to mean a complaint raised by an employee covered by this Agreement or the Union as to the meaning, interpretation, or application of this Agreement.
- b) A grievant shall mean any employee covered by this Agreement who files a grievance under this procedure.

SECTION 3: Process

The following steps shall be followed in processing a grievance under this Agreement:

- a) Step One:

Within five (5) working days of occurrence giving rise to a complaint, the grievant shall file a written statement giving sufficient facts of the matter which gave rise to the grievance, including the appropriate provisions of the Agreement that are involved. Such statement shall be filed with their direct Supervisor. The direct Supervisor shall meet with the grievant and/or Union representative to discuss the grievance and shall respond in writing within five (5) working days of receipt of the grievance.

b) Step Two:

If the grievance is not adjusted to the grievant's satisfaction or no response is received within the appropriate time, the grievant or Union representative shall file a copy of the grievance with the Director of Public Works within five (5) working days of the date of the Step One decision or within five (5) working days of the date such decision was due. The Director of Public Works shall meet with Union representation within five (5) working days of the receipt of the grievance to discuss the grievance and shall issue a written decision to the grievant within five (5) working days of such meeting.

c) Step Three:

If the grievance is not adjusted to the grievant's satisfaction or no response is received within the appropriate time, the grievant and/or Union representative shall file a copy of the grievance with the appropriate City Labor Relations representative within ten (10) working days of the date of the Step Two decision or within ten (10) working days of the date such decision was due. The Labor Relations representative and the Director of Public Works (or designee) shall meet with the grievant and Union representative to discuss the grievance within ten (10) working days of the receipt of the Step Two grievance, and shall issue a written decision to the grievant within thirty (30) working days of such meeting.

d) Step Four:

After the employer has given its response in the ~~third~~^{second} step of the grievance procedure, if the Union remains unsatisfied with the result, it may request mediation of the grievance, the procedure of which is as follows.

a) If the Union or employer desires mediation, it shall notify the other party in writing of such desire within thirty (30) days after the Employer gives its third step answer.

b) After notice is given by either party and the parties mutually agree to mediation, the Employer shall promptly notify the Federal Mediation and Conciliation Service (FMCS) of the grievance referral. The mediation conference with respect to a particular grievance shall be scheduled in the order in which the grievance is appealed to mediation.

c) The grievant shall have the right to be present at the mediation conference.

d) There shall be one person from each party designated as spokesperson at the mediation conference. Written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference, except that the mediator may retain one copy of the written grievance to be used solely for the purposes of statistical analysis.

e) The mediator may provide the parties with an immediate oral advisory decision with respect to any grievance involving the interpretation or application of the collective bargaining agreement, together with the reasons for his or her decision, unless both parties agree that no decision shall be provided. The authority of the mediator is limited to an advisory decision interpreting and applying the provisions of the collective bargaining agreement. If the grievance referred to the mediator does not involve the interpretation or application of the collective bargaining agreement or does not arise out of other circumstances and conditions of employment, the mediator shall so advise the parties and terminate the mediation proceedings.

e) If the grievance reaches a Step 4 decision and is not resolved to the satisfaction of the Union, the Union may request arbitration of the grievance.

SECTION 4: Time Limits

- a) A grievant who fails to process a grievance within the requisite time limit shall be determined to have accepted the last response given.
- b) Grievances may be withdrawn at any step of the grievance procedure.
- c) The time limits at any step may be extended by mutual agreement of the parties.

ARTICLE XVIII - ARBITRATION

SECTION 1: Arbitration

If representatives of the Employer and of the Union are unable to reach an agreement of any disputed matter under Article XVII, then such disputed matter shall be referred to arbitration.

SECTION 2: Arbitrators

If arbitration becomes necessary, the parties shall meet in an attempt to select a mutually acceptable arbitrator. If unable to reach an agreement, the parties shall request the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) to supply a list of seven (7) arbitrators. 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/her 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: Expenses and Fees

The fees and expenses of the mediator and the mediation office shall be shared equally by the parties. The fees and expenses of the arbitration shall be shared equally by the parties. If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy it shall pay for an equal cost of the verbatim record as noted above.

ARTICLE XIX - PERSONNEL FILES

SECTION 1: Personnel File

Upon written request of an employee, the Office of Human Resources shall reasonably permit an employee to inspect their official personnel file subject to the following:

- a) Such inspection shall occur no later than seven (7) days following the receipt of the request;
- b) If circumstances prohibit compliance within this time period, the Employer may request a seven (7) day extension;
- c) Such inspections shall be limited to two (2) times within any twelve (12) month period unless a written grievance or disciplinary action is pending;
- d) Such inspection may occur during reasonable written request and supervisory approval subject to operational needs;
- e) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon reasonable payment for the cost of copying;
- f) Upon written authorization by the requesting employee in cases where such an employee has a written grievance pending and is inspecting his file with respect to such grievance, that employee may have a representative of the Union present during such inspection and/or may designate in such written authorization that said representative may inspect his personnel file subject to the procedures contained in this Article;
- g) If an employee disagrees with any information contained in the personnel file, the employee may submit a written statement of his position which shall become an integral

- part of that portion of the file over which disagreement exists until such portion is permanently removed from such file;
- h) Pre-employment information shall not be subject to inspection or copying.

ARTICLE XXI - SEVERABILITY CLAUSE

SECTION 1: Severability Clause

If any provision in this Agreement is declared invalid, unlawful, or unenforceable by action of a court of competent jurisdiction, or is rendered invalid, unlawful, or unenforceable by enactment of state or federal legislation, the remaining provisions of this Agreement shall remain in force and effect. Under such circumstances, the parties agree to meet and negotiate over language to replace the provision. Such replacement shall be compatible with the remaining terms of this Agreement and be compatible with the decision or enactment rendering the old provision invalid, unlawful, or unenforceable.

ARTICLE XXII - LABOR-MANAGEMENT MEETINGS

SECTION 1: Labor-Management Meetings

Labor Management meetings will be conducted quarterly (if requested) or as mutually agreed upon. Union and Management will submit agenda items to the designated representative fourteen (14) days prior to the scheduled Labor Management meeting.

- a) Labor Management meetings may include the review and approval of job descriptions by both the Employer and the Union.

ARTICLE XXIII - RENEGOTIATION OF AGREEMENT

SECTION 1: Procedure

- a) For purposes of renegotiation, modification, or extension of this agreement in connection with its ending expiration, the party desiring to do so shall give written notice to the other party.
- b) Such notice shall be given at least sixty (60) days but no more than one hundred twenty (120) days before the Agreement is due to expire or the extended terms are due to expire, whatever is later.
- c) Unless this procedure is followed, this Agreement is automatically renewed for a term of one (1) year commencing with the date of the last scheduled expiration. It is understood that failure to timely request such renegotiation of this Agreement authorizes a party to refuse to negotiate any item.

ARTICLE XXIV – MAINTENANCE OF STANDARDS

Prior to implementation of any new policies regarding wages, hours, and terms and conditions of employment, the City agrees to notify the Union in writing and to bargain the Union. The City shall provide written notice to the Union at least fifteen (15) business days prior to implementation and shall bargain with the Union as necessary, regarding same.

ARTICLE XXIV - TERM OF THE AGREEMENT

SECTION 1: Term

This Agreement shall be effective from July 1, Friday, 1 July 2026 to June 30, Tuesday, 30 June 2029.

CITY OF SPRINGFIELD
DEPARTMENT OF PUBLIC WORKS

LOCAL UNION 916
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS

BY: _____
Mayor Misty Buscher

BY: _____
Local Union Agent

DATE: _____

DATE: _____

BY: _____
Public Works Director

BY: _____
Bargaining Committee Member

BY: _____
Bargaining Committee Member

BY: _____
Bargaining Committee Member

APPENDIX A - WAGE RATES

Commented [NC3]: Jeff Update Wage Rates

Term: 34 years

Number of Employees: 12

TEAMSTERS - Local 916 [Public Works Engineer Techs]

Title	Lump Sum Bonus Year 1	Current Pay	Year 1 Market Increase	Year 2 Market Increase	Year 3 COLA 2.5% + 0.5% bonus	Year 4 COLA 2.5% + 0.5% bonus	End of Contract Hourly
ENGINEERING TECHNICIAN 1	\$ 1,000	\$ 16.9700	\$ 3.2133	\$ 1.6067	\$ 0.5447	\$ 0.5584	\$22.8931
ENGINEERING TECHNICIAN 1	\$ 1,000	\$ 16.9700	\$ 3.2133	\$ 1.6067	\$ 0.5447	\$ 0.5584	\$22.8931
ENGINEERING TECHNICIAN 1	\$ 1,000	\$ 16.9700	\$ 3.2133	\$ 1.6067	\$ 0.5447	\$ 0.5584	\$22.8931
ENGINEERING TECHNICIAN 1	\$ 1,000	\$ 16.9700	\$ 3.2133	\$ 1.6067	\$ 0.5447	\$ 0.5584	\$22.8931
ENGINEERING TECHNICIAN 2	\$ 1,000	\$ 22.6194	\$ 2.3206	\$ 0.4502	\$ 0.6348	\$ 0.6506	\$26.6756
ENGINEERING TECHNICIAN 2	\$ 1,000	\$ 22.6194	\$ 2.3206	\$ 0.4502	\$ 0.6348	\$ 0.6506	\$26.6756
Title	Lump Sum Bonus Year 1	Current Pay	Year 1 Market Increase	Year 2 COLA 2.25% + 0.75% bonus	Year 3 COLA 2.5% + 0.5% bonus	Year 4 COLA 2.5% + 0.5% bonus	End of Contract Hourly
ENGINEERING TECHNICIAN 3	\$ 1,000	\$ 25.9386	\$ 2.4163	\$ 0.6380	\$ 0.7248	\$ 0.7429	\$30.4607
ENGINEERING TECHNICIAN 3	\$ 1,000	\$ 25.4300	\$ 2.9249	\$ 0.6380	\$ 0.7248	\$ 0.7429	\$30.4607
ENGINEERING TECHNICIAN 3	\$ 1,000	\$ 26.8549	\$ 1.5000	\$ 0.6380	\$ 0.7248	\$ 0.7429	\$30.4607
ENGINEERING TECHNICIAN 4	\$ 1,000	\$ 31.6220	\$ 2.0000	\$ 0.7565	\$ 0.8595	\$ 0.8809	\$36.1189
ENGINEERING TECHNICIAN 5	\$ 1,000	\$ 34.7728	\$ 2.5000	\$ 0.8386	\$ 0.9528	\$ 0.9766	\$40.0408
ENGINEERING TECHNICIAN 5	\$ 1,000	\$ 34.3975	\$ 2.8753	\$ 0.8386	\$ 0.9528	\$ 0.9766	\$40.0408

2026-312

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Human Resources

CONTACT PERSON: _____

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 WORKS AND TEAMSTERS LOCAL NO. 916 EFFECTIVE JULY 1, 2026 THROUGH JUNE 30, 2029.

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: 7/1/2026 - 6/30/2029 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	SEE ATTACHED					
2						
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 expires on June 30, 2026, with Teamsters Local 916. This is a new collective bargaining agreement for a three (3) year term. This agreement has been voted on and approved by the Union.

FUNDS CHECK BY: Egizii, Jeff Digitally signed by Egizii, Jeff
Date: 2026.06.08 09:05:24 -05'00'

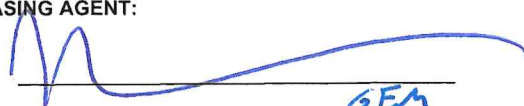
Date: _____

DIRECTOR / SUPERVISOR: Sarah Kink Digitally signed by Sarah Kink
Date: 2026.06.04 08:14:24 -05'00'

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

SIGN OFF: 
(Mayor's Signature) GEM

Ramona Metzger Digitally signed by Ramona Metzger
Date: 2026.06.08 08:30:36 -05'00'
(Director of OBM)

The information supplied on this form is not confidential information.

2026-312

AN ORDINANCE AUTHORIZING THE PURCHASE OF ONE (1) PIERCE® ASCENDANT 107 TANDEM NPNT AERIAL LADDER TRUCK FROM MACQUEEN EQUIPMENT, LLC IN THE AMOUNT OF \$2,039,185.00, FOR THE SPRINGFIELD FIRE DEPARTMENT PAID OVER A PERIOD OF FIVE YEARS

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

WHEREAS, the Springfield Fire Department desires to purchase one (1) Pierce ® Ascendant 107 Tandem NPNT Aerial Ladder truck from MacQueen Equipment, LLC; and

WHEREAS, this purchase will replace end of life rigs within the Springfield Fire Department apparatus fleet that is expected to be delivered in FY29 with a two (2) year lead time; 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 38.44.1 pertaining to Competitive Sealed Proposals; and

WHEREAS, it is necessary to authorize payment in the amount of \$2,039,185.00 to MacQueen Equipment, LLC for the purchase of one (1) Pierce ® Ascendant 107 Tandem NPNT Aerial Ladder truck 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 purchase of one (1) Pierce ® Ascendant 107 Tandem NPNT Aerial Ladder truck from MacQueen Equipment, LLC in the amount of \$1,796,900.00 for the Springfield Fire Department.

Section 2: That the Office of Budget and Management is hereby authorized to pay MacQueen Equipment, LLC (VC*6819) an amount of \$2,039,185.00 from account number 001-108-FIRE-FOPR-1503.

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

**AN ORDINANCE AUTHORIZING THE PURCHASE OF ONE (1) PIERCE®
ASCENDANT 107 TANDEM NPNT AERIAL LADDER TRUCK FROM
MACQUEEN EQUIPMENT, LLC IN THE AMOUNT OF \$1,796,900.00, 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

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WHEREAS, this purchase will replace end of life rigs within the Springfield Fire Department apparatus fleet that is expected to be delivered in FY29 with a two (2) year lead time; 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 38.44.1 pertaining to Competitive Sealed Proposals; and

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PASSED: _____, 2026

SIGNED: _____, 2026


RECORDED: _____, 2026

Mayor Misty Buscher

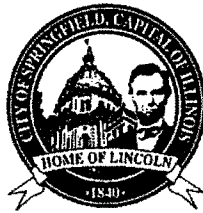
ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher




Office of Corporation Counsel/Date 6-10-26



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

MEMORANDUM

TO: Alivia Carrigan

FROM: James W. Peters, Purchasing Agent 

DATE: June 12, 2026

SUBJECT: Request for Exemption from Competitive Bidding

I have reviewed the Ordinance Fact Sheet concerning Macqueen Equipment LLC and authorizing the lease purchase financing of one (1) Pierce Ascendant 107 Tandem NPNT Aerial Ladder Truck in an amount not to exceed \$2,039,185.00 for the Springfield Fire Department.

In accordance with the requirements of Section 38.44.1 of the Purchasing Code of the City of Springfield pertaining to Competitive Sealed Bids, 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.



ILLINOIS INDIANA MINNESOTA MISSOURI NEBRASKA NORTH DAKOTA SOUTH DAKOTA

June 1, 2026

City of Springfield Fire Department
Attn: Nicholas Zummo, Fire Chief
825 East Capital
Springfield, IL 62701

Subject: **Proposal for One (1) Pierce Enforcer 107' Tandem Ascendant Ladder Proposal / Bid #1507**

Dear Chief Zummo,

With regard to the above subject, please find attached our completed proposal.

Pricing Summary:

Sale Price – **\$1,796,900.00***
**Houston-Galveston Area Council (HGAC) Consortium Pricing.*

100% Performance Bond:

Should the City of Springfield elect to have us provide a Performance Bond, \$4,602.00 will need to be added to the above sale price.

Terms and Conditions:

Taxes – Not Applicable
Freight – F.O.B. – Appleton, WI / Shipping to Springfield, IL
Terms – Net due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI).
Delivery* – 24 - 26 months from receipt and acceptance of contract.

**Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.*



2026-313



ILLINOIS INDIANA MINNESOTA MISSOURI NEBRASKA NORTH DAKOTA SOUTH DAKOTA

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

Various state or federal regulation agencies (e.g., NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. Any future drive train upgrades (engine, transmission, axles, etc.) or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. The Company reserves the right to update pricing in response to manufacturer-imposed increases as a result of PPI inflation. The Company will document and itemize any such price increase for the Customer's review and approval before proceeding. Should the customer choose not to accept the pricing update, the customer has the ability to cancel without penalty.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The attached proposal is valid for thirty (30) days.

We trust the above and the enclosed to be full and complete at this time; however, should you have any questions or require additional information, please do not hesitate to contact me at 217-306-8427 or mike.yurgec@macqueengroup.com.

We wish to thank the City of Springfield for the opportunity to submit our proposal.

Respectfully,

A handwritten signature in black ink, appearing to read "Mike Yurgec".

Mike Yurgec
Apparatus Sales
MacQueen Equipment LLC
DBA MacQueen Emergency Group



2026-313



ILLINOIS INDIANA MINNESOTA MISSOURI NEBRASKA NORTH DAKOTA SOUTH DAKOTA

Clarifications to Specifications – Custom Ladder Truck

We offer the following clarifications to our Custom Ladder Truck proposal:

1. Single Source Manufacturer – Your apparatus will be built by Pierce Manufacturing at their main facilities in Appleton, Wisconsin.
2. Pierce Manufacturing designs, engineers, and manufactures their apparatus at their own facilities in Wisconsin and Florida. The specific Pierce locations are:
 - a. Chassis – Appleton, Wisconsin and Bradenton, Florida
 - b. Apparatus Cabs – Appleton, Wisconsin
 - c. Apparatus Bodies – Appleton, Wisconsin and Bradenton, Florida
 - d. Waterous Pumps – St. Paul, Minnesota
 - e. Aerial Ladders & Skybooms – Kewaunee & Appleton, Wisconsin
 - f. Aerial Torque Box – Kewaunee, Wisconsin
 - g. Assembly of Apparatus – Appleton & Neenah, Wisconsin and Bradenton, Florida.
3. The approximate length of the proposed apparatus is **40 feet, 8.50 inches** long.
4. The approximate height of the proposed apparatus is **11 feet, 10.00 inches** tall.
5. Weight Review: The final weight review will be done after the preconstruction conference when all vehicle changes, modifications, additions, and deletions are finalized.
6. Apparatus Drawing: A “D” size or 24” x 36” drawing of the reference proposed apparatus will be supplied. A more detailed drawing will be made for your review if we are favored with the order.
7. **Inspection trips are included** with this proposal as follows:
 - a. A preconstruction meeting at the Pierce factory in Appleton, Wisconsin for up to three (3) members of the purchaser is included with this proposal.
 - b. A final construction inspection meeting at the Pierce factory in Appleton, Wisconsin for up to three (3) members of the purchaser is included with this proposal.
 - c. A final delivery inspection at the at the MacQueen service facility in Washington, Illinois for up to three (3) members of the purchaser is included with this proposal.
 - d. In addition to the inspection trips, weekly photos of your apparatus in production will be sent to the committee for their review.
8. Pierce® designs, engineers, and manufactures the complete apparatus in its facilities in Appleton, Wisconsin and Bradenton, Florida. Pierce® is responsible for ensuring all components of the cab, chassis, body, tank, and pumping system integrate at every level of the manufacturing process. Unlike some other manufacturers who “out-source” their chassis or cabs, Pierce® provides a **single point of responsibility for warranty and liability.**



ILLINOIS INDIANA MINNESOTA MISSOURI NEBRASKA NORTH DAKOTA SOUTH DAKOTA

9. **Service after the sale** is a prime consideration for evaluating a proposal. Your apparatus will be serviced by our **local authorized Pierce® warranty and service center in Illinois and Missouri**. Service at your location is accomplished by one of our several road service units with EVT certified mechanics. Parts are available through our parts centers in the Midwest or one of our other maintenance facilities where we maintain over \$5,000,000 of parts in stock and ready for prompt dispatch.

10. As this apparatus is on a quick delivery schedule, changes to the specifications will be strictly limited.

11. Many other options and features are available. We stand ready to offer pricing and more information on any option or feature.



APPARATUS COMMITTEE INFORMATION

LAST NAME:		FIRST NAME:	
POSITION / RANK:		COMMITTEE POSITION: <i>Chair / Leader</i>	
MAILING ADDRESS:			
CITY:	STATE:	ZIP:	
PHONE:		EMAIL:	

LAST NAME:		FIRST NAME:	
POSITION / RANK:		COMMITTEE POSITION:	
MAILING ADDRESS:			
CITY:	STATE:	ZIP:	
PHONE:		EMAIL:	

LAST NAME:		FIRST NAME:	
POSITION / RANK:		COMMITTEE POSITION:	
MAILING ADDRESS:			
CITY:	STATE:	ZIP:	
PHONE:		EMAIL:	

LAST NAME:		FIRST NAME:	
POSITION / RANK:		COMMITTEE POSITION:	
MAILING ADDRESS:			
CITY:	STATE:	ZIP:	
PHONE:		EMAIL:	

APPARATUS COMMITTEE INFORMATION

LAST NAME:		FIRST NAME:	
POSITION / RANK:		COMMITTEE POSITION: <i>Chair / Leader</i>	
MAILING ADDRESS:			
CITY:	STATE:	ZIP:	
PHONE:		EMAIL:	

LAST NAME:		FIRST NAME:	
POSITION / RANK:		COMMITTEE POSITION:	
MAILING ADDRESS:			
CITY:	STATE:	ZIP:	
PHONE:		EMAIL:	

LAST NAME:		FIRST NAME:	
POSITION / RANK:		COMMITTEE POSITION:	
MAILING ADDRESS:			
CITY:	STATE:	ZIP:	
PHONE:		EMAIL:	

LAST NAME:		FIRST NAME:	
POSITION / RANK:		COMMITTEE POSITION:	
MAILING ADDRESS:			
CITY:	STATE:	ZIP:	
PHONE:		EMAIL:	



ILLINOIS INDIANA MINNESOTA MISSOURI NEBRASKA NORTH DAKOTA SOUTH DAKOTA

EM-133

CONTRACT CHANGE AUTHORIZATION

Contract Changes may be made to the apparatus contract by the below listed person(s) representing the _____ (Customer).

Customer changes will be acknowledged by MacQueen Emergency through a Change Order Form, written up by the MacQueen Representative, clearly outlining the change(s) and the price. Contract Change Orders shall not be in effect until acknowledged and accepted by both Customer and MacQueen Emergency.

Name	Title

I, _____, _____ (Title) am authorized to appoint the above listed person(s) to contact the representative of MacQueen Emergency to issue Contract Change Orders. No changes may be made to the apparatus, equipment, terms, or other feature of this contract by any other person(s) other than those listed above.

Signed this _____ day of _____, 20 _____, by

Customer Signature	Printed Name & Title

MacQueen Representative Signature	Printed Name & Title



MACQUEEN™



ESTIMATED ANNUAL LEASE APPROPRIATION

FIRST PAYMENT DUE ONE (1) YEAR AFTER SIGNING CONTRACT.

Purchaser: Springfield FD Date: 6/1/26

Equipment: Pierce® Ascendant 107 Tandem NPNT - Bid #1507

5 YEARS

Cost of Apparatus: **\$1,796,900**

Estimated Annual Appropriation: **\$407,837**

10 YEARS

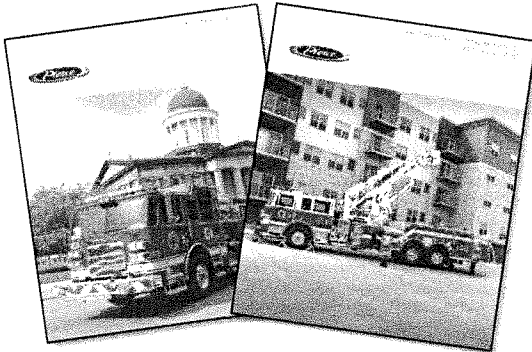
Cost of Apparatus: **\$1,796,900**

Estimated Annual Appropriation: **\$233,838**

7 YEARS

Cost of Apparatus: **\$1,796,900**

Estimated Annual Appropriation: **\$306,613**



THE COST OF DELAYING A PURCHASE

Annual Price Increase: 3.00% *Putting off your new rig can cost a lot more than you think!*

1 Year	<u>\$1,850,807</u>	or	<u>\$53,907</u>	4 Years	<u>\$2,022,427</u>	or	<u>\$225,527</u>
2 Years	<u>\$1,906,331</u>	or	<u>\$109,431</u>	5 Years	<u>\$2,083,100</u>	or	<u>\$286,200</u>
3 Years	<u>\$1,963,521</u>	or	<u>\$166,621</u>	6 Years	<u>\$2,145,593</u>	or	<u>\$348,693</u>

THIS IS AN ESTIMATE - NOT A QUOTE

This is an estimate of financing and should not be considered a quote. Amounts are based upon known facts at the time of the estimate using interest rates that are subject to change. For meeting requirements of a proposal, a quote should be requested from the financial institution detailing specific terms and conditions.

REMEMBER - You'll write the check for the payment amount, not the interest rate!

2026-313

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Springfield Fire Department

CONTACT PERSON: Alivia Carrigan

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

PHONE NUMBER: 217-788-8474 4509

FISCAL IMPACT: \$2,039,185.00

SUGGESTED TITLE: An Ordinance authorizing the lease purchase financing of one (1) Pierce® Ascendant 107 Tandem NPNT Aerial Ladder truck from MACQUEEN Equipment, LLC in the amount of \$2,039,185.00 for the Springfield Fire Department.

CONTRACTOR / VENDOR NAME: MACQUEEN Equipment, LLC

VENDOR NO: VC0000006819

CONTRACT TERM: _____ Change in Scope Yes No

CONTRACT AMOUNT: \$2,039,185.00
(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	094	108	FIRE	FOPR	8011	2,039,185.00
2						
3						
4						

EXPENDITURE						
Fund	Agency	Org	Activity	Object	Amount	
1	094	108	FIRE	FOPR	2401	1,796,900.00
2	094	108	FIRE	FOPR	2402	242,285.00
3				FOPR		
4						

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

MACQUEEN Bid #1507
Pierce® Ascendant 107 Tandem NPNT specs

STAFF ANALYSIS

This purchase of a Pierce® Ascendant 107 Tandem NPNT Aerial Ladder fire truck will be part of the continued efforts to replace end of life rigs within the Springfield Fire Departments apparatus fleet. The purchase will be financed through the vendor Macqueen Equipment for a period of five years at 4.37% interest rate. Estimated annual appropriation of \$407,837.00 beginning one year after signing of contract.

FUNDS CHECK BY: Egizii, Jeff Digitally signed by Egizii, Jeff
Date: 2026.06.12 13:25:41 -05'00'

Date: _____

DIRECTOR / SUPERVISOR: _____

Date: 6-12-26 DS

CITY PURCHASING AGENT: Peters, James W. Digitally signed by Peters, James W.
Date: 2026.06.12 13:49:30 -05'00'

Date: _____

SIGN OFF: _____

Ramona Metzger Digitally signed by Ramona Metzger
Date: 2026.06.12 13:52:45 -05'00'

(Mayor's Signature)

(Director of OBM)

The information supplied on this form is not confidential information.

2026-313

AN ORDINANCE AMENDING THE CITY'S EXTERIOR REHABILITATION PROGRAM FOR EXTERIOR REHABILITATION PURPOSES FOR AREAS OF THE CITY OUTSIDE OF TIF DISTRICTS AND CANNABIS GRANT DISTRICTS

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

WHEREAS, Ordinance 348-08-22 created the Citywide Exterior Rehabilitation Program that provides financial assistance in the total amount not to exceed \$300,000.00 utilizing revenue received from housing and building code violation fines and registrations fees collected for areas outside of City TIF Districts and cannabis districts; and

WHEREAS, the City desires to change the program to allow for greater relief, a lower matching requirement, lead pipe replacement, and direct contractor payment.

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

Section 1: That the City Council hereby approves and authorizes the amendment of the City Wide non TIF non Cannabis Grant District Exterior Rehabilitation Program (as shown in exhibit A) in a total amount not to exceed \$300,000.00. The program shall be renamed the City's Rehabilitation Program for Areas Outside of TIF Districts and Cannabis Grant Districts.

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 Redpath Sr

Approved as to legal sufficiency:

Requested by: Alderwoman Erin Conley
Alderman Jim Donelan
Alderwoman Jennifer Notariano



Office of Corporation Counsel

Exhibit A

The City of Springfield's City wide non TIF District non Cannabis Grant District Exterior/~~Interior~~-Rehabilitation Program is a matching grant program that provides up to ~~\$15,000~~\$25,000 of assistance to property owners of residential owner-occupied properties for permanent improvements not located in a TIF or Cannabis Grant District (the area bounded by the following: Carpenter Street on the North, Ash Street on the South, Dirksen Parkway on the east and 10th Street rail corridor on the west).

The City has designated a portion of Housing violation fines collected to be used to achieve the following goals:

1. Provide financial assistance to homeowners who wish to enhance their investment in the neighborhood;
2. Improve the quality of life for homeowners and residents in the areas by assisting them with repairs or property improvements;
3. Preserve and enhance the quality of the neighborhood;
4. Increase the equalized assessed valuation of properties within the corporate limits of the City of Springfield;
5. Catalyze further investment within the City of Springfield.
6. Provide financial assistance to homeowners to assist in correcting housing and building code violations.

AVAILABLE ASSISTANCE

The Rehabilitation Program will provide up to ~~\$15,000 in~~\$25,000 assistance to Homeowners for qualifying residential improvements. The program is a ~~50/50~~60/40 matching grant program; however, those individuals that meet HUD's criteria for very low income owners shall be eligible for a 90/10 matching grant. The property owner must remit 100% of their cost (~~50% of the total project cost~~) ~~which will be held in an escrow account with the City of Springfield.~~ The City of Springfield will pay the remaining 50% amount upon an approved final inspection. Applications will be received by City staff and will be reviewed and approved on a first come, first served basis, as funds are available. The application must be received and the homeowner must sign contract before beginning the project. An assistance agreement and a recapture agreement will be executed between the Homeowner and the City.

ELIGIBLE IMPROVEMENTS

Eligible exterior improvements include repair and/or replacement of the following:

1. Exterior painting or siding
2. Tuck pointing, masonry
3. Roofs
4. Porches and exterior stairs
5. ADA ramps
6. Cost of repairs to address housing and building code violation
7. Lead pipe replacement
8. Security Lighting or fencing
9. Doors
- 6-10. Replacement of waterline from Home to Meter

Eligible interior improvements include repair and/or replacement of the following:

1. Windows
2. HVAC

3. [Electrical](#)
4. [Mold remediation](#)
5. [Interior ceilings](#)
6. [Hot water heaters](#)
- ~~1-7.~~ [ADA modifications](#)

RECAPTURE AGREEMENT

Projects receiving up to \$5,000.00 in assistance will not require any recapture agreement. Projects receiving more than \$5,000.00 up to and including \$15,000.00 shall have a 2-year recapture agreement. Projects receiving more than \$15,000.00 in assistance shall have a 4-year recapture agreement.

OTHER REQUIREMENTS

1. PROPERTY OWNER MUST QUALIFY UNDER **CDBG HUD** INCOME GUIDELINES
2. Property taxes must be current.
3. Property owner must be in good standing with no outstanding City violations.
4. No City liens or other City debt may exist on the property.
5. Property must have active homeowner's insurance coverage.
6. Repairs that would be made under a homeowner's insurance policy will not be ~~ered~~[covered](#).
- ~~6-7.~~ **All funded projects must be completed within 12 months of Award unless otherwise extended in writing.**

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: 5/16/2026

OFFICE REQUESTING: OFFICE OF COUNCIL COORDINATOR

CONTACT PERSON: _____
PHONE NUMBER: _____

EMERGENCY PASSAGE: No Yes If yes, explain justification.

TYPE OF ORDINANCE: _____ FISCAL IMPACT: \$ _____

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

SUGGESTED TITLE:

AN ORDINANCE AMENDING THE CITY'S EXTERIOR REHABILITATION PROGRAM FOR EXTERIOR REHABILITATION PURPOSES FOR AREAS OF THE CITY OUTSIDE OF TIF DISTRICTS AND THE CANNABIS GRANT DISTRICT

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

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes No

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

Method of Purchase (check one)

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

Previous Ord #'s 348 08 22

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

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

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

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

COMMENTS

THIS ORDINANCE IS NEEDED TO ALLOW GREATER RELIEF, A LOWER MATCHING REQUIREMENT, LEAD PIPE REPLACEMENT, AND DIRECT CONTRACTOR PAYMENT FOR EXTERIOR REHABILITATION PURPOSES FOR AREAS OF THE CITY OUTSIDE OF TIF DISTRICTS.

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

(Director of OBM)

2026-314

AN ORDINANCE AUTHORIZING PAYMENT TO FLOCK GROUP INC. D/B/A FLOCK SAFETY IN THE TOTAL AMOUNT OF \$508,000.00 FOR THE CITY'S FALCON AUTOMATIC LICENSE PLATE READERS (ALPRs) FOR MARCH 01, 2026, THROUGH FEBRUARY 28, 2028, FOR THE SPRINGFIELD POLICE DEPARTMENT

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

WHEREAS, the Springfield Police Department desires to purchase Falcon Automatic License Plate Readers ("ALPRs") in the total amount of \$508,000.00 from Flock Group Inc. d/b/a Flock Safety for a period beginning March 01, 2026 through February 28, 2028; and

WHEREAS, the City Purchasing Agent has made a determination, in writing, that in accordance with the requirements of Section 38.38(a) and/or Section 38.41, of the Purchasing Code of the City of Springfield pertaining to Competitive Sealed Proposals, 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; and

WHEREAS, the Springfield Police Department is requesting payment in the amount of \$508,000.00 in order to pay Flock Group Inc. d/b/a Flock Safety for the City's Falcon ALPRs.

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

Section 1: That the City Council hereby authorizes a payment in the amount of \$508,000.00 for a period beginning March 01, 2026, through February 28, 2028, to Flock Group Inc. d/b/a Flock Safety for the City's Falcon ALPRs for the Springfield Police Department.

Section 2: That the Office of Budget and Management is hereby directed to make payment to Flock Group Inc. d/b/a Flock Safety (VC*7432) in an total amount not to exceed \$508,000.00 from the expenditure accounts as follows:

001-112-POLC-POPR-1507 \$508,000.00

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

PASSED: _____, 2026

SIGNED: _____, 2026

RECORDED: _____, 2026

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

**Requested by: Mayor Misty Buscher
Aldermen Brad Carlson, Ralph Hanauer,
Jim Donelan, Jeff Cox, Larry Rockford**


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: May 19, 2026

SUBJECT: Request for Exemption from Competitive Bidding

I have reviewed the Ordinance Fact Sheet concerning Flock Group Inc., dba Flock Safety for purchase of two (2) year agreement for (83) Automatic License Plate Readers (ALPRs), Flock Platform Essentials and Flock Safety Advanced Search in an amount not to exceed \$508,000.00 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.

Flock Safety + IL - Springfield PD

Flock Group Inc.
1170 Howell Mill Rd. Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Emily Ubillos
emily.ubillos@flocksafety.com
(470) 697-5596

Quote Number: Q-194675
Expiration Date: 04/17/2026

flock safety

2026-315

flock safety

ORDER FORM

Customer: IL - Springfield PD
Legal Entity Name: IL - Springfield PD
Accounts Payable Email: spdfiscal@springfield.il.us
Address: 800 E Monroe St Springfield, Illinois 62701

Initial Term: 24 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual
Retention Period: 30 Days

Hardware and Software Products

Recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$254,000.00
Flock Safety Platform			
Flock Safety Platform - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	83	Included
Flock Safety FlockOS Add Ons			
Flock Safety Advanced Search	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1: \$254,000.00
Annual Recurring Subtotal: \$254,000.00
Estimated Tax: \$0.00
Contract Total: \$508,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

If Customer is located in any of the state(s) listed at <https://www.flocksafety.com/legal/state-required-provisions>, the applicable state-required terms set forth therein are incorporated into the Agreement.

2026-315

Billing Schedule

Billing Schedule	Amount (\$ USD)
Year 1	
At Contract Signing	\$254,000.00
Annual Recurring after Year 1	\$254,000.00
Contract Total	\$508,000.00

*Tax not included
*Tax not included

Product and Services Description

Product/Service/Platform Name	Description
Flock Safety Platform - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Flock Safety Advanced Search	Advanced Search is an optional upgrade for Law Enforcement Grade LPR cameras. Advanced Search includes Convoy Analysis, Multi Geo Search, and Visual Search

FlockOS Features & Description

FlockOS Feature	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Create a list of vehicles of interest and receive real-time alerts when they're detected by your Flock LPR cameras.

2026-315

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: IL - Springfield PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

GEM

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: \$508,000.00

SUGGESTED TITLE: Ordinance Authorizing a two year agreement with Flock Group Inc. dba Flock Safety in an amount not to exceed \$508,000.00 for Automatic License Plate Readers (ALPRs) for the Springfield Police Department.

CONTRACTOR / VENDOR NAME: Flock Group Inc dba Flock Safety VENDOR NO: VC*7432

CONTRACT TERM: 3/1/2026-2/28/2028 Change in Scope Yes No

CONTRACT AMOUNT: \$508,000.00
 (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	1507	254,000.00
2						
3						
4						

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

Contract

STAFF ANALYSIS

Two Year Agreement with Flock Group for (83) Automatic License Plate Readers, Flock Platform Essentials, and Flock Safety Advanced Search.

FY27 Payment: \$254,000.00

FY28 Payment: \$254,000.00

FUNDS CHECK BY: Pilkington, Lenee


Digitally signed by Pilkington, Lenee
 DN: cn=fiscal, o=central, ou=internal, ou=City
 Departments, mail=OBM, ou=SPD, ou=Police, ou=Pilkington,
 Lenee, email=Lenee.Pilkington@springfield.il.us
 Date: 2025.05.19 10:30:39 -0500

DIRECTOR / SUPERVISOR: Andrew Dodd

Digitally signed by Andrew Dodd
 DN: cn=Dodd, o=Springfield Police Department,
 ou=Springfield Police Department, email=andrew.dodd@springfield.il.us
 Reason: I am the author of this document
 Location:
 Date: 2025.05.12 16:11:23 -0500
 Email: PDR - Police Vendor Table 1.0

CITY PURCHASING AGENT: _____

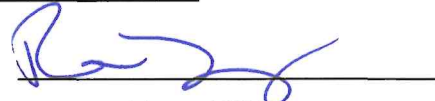
SIGN OFF: _____


 (Mayor's Signature) *GD*

Date: _____

Date: _____

Date: 5/19/2026


 (Director of OBM)

The information supplied on this form is not confidential information.

2026-315